



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
November 7, 2019
6:00 PM

Council Meeting Presentations

1. Public hearing on proposed local law to exceed the property tax cap limit
A public hearing will be held on Tuesday, November 12, 2019 at 7:00 pm to hear comments concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

Una audiencia pública será llevada a cabo el martes, 12 de noviembre de 2019 a las 7:00 p.m. para escuchar comentarios públicos sobre una ley local la cual autoriza un gravamen de impuesto en exceso del límite establecido en la Sección del Reglamento Municipal General 3-c

2. Public hearing on the proposed 2020 budget
A public hearing will be held on Tuesday, November 12, 2019 to receive comments concerning the adoption of the 2020 budget for the City of Newburgh.

Una audiencia pública se llevara a cabo el martes, 12 de noviembre de 2019 para recibir comentarios públicos con respecto a la adopción del presupuesto del 2020 para la Ciudad de Newburgh.

Work Session Presentations

3. Plaque installation honoring Kiki Hayden
Resolution authorizing the installation of a memorial plaque in honor of Elaine "Kiki" Hayden. (Susan Kane & Betsy Mosher)

Una resolución autorizando la instalación de una placa conmemorativa en honor de Elaine "Kiki" Hayden. (Susan Kane & Betsy Mosher)
4. Homelessness Presentation by William Morgan, NECSD Homeless Liason
Presentación sobre Desamparados por William Morgan, nexo del Departamento Escolar de la Ciudad de Newburgh sobre Desamparados
5. City of Newburgh 2018 Audit Presentation by PKF O'Connor Davies
Presentación por PKF O'Connor Davies sobre la Auditoria del 2018 de la Ciudad de Newburgh

Engineering/Ingeniería

6. Award of Bid for Recycle Well Pumps for the WWTP
A resolution authorizing the City Manager to award Bid #23.19 to Dave Heiner

Associates, Inc. for the lump sum total amount of \$19,644.00 for the purchase and delivery of two (2) recycle well pumps for the Wastewater Treatment Plant. Funds shall be derived from the 2019 budget expense line G.8130.0200. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a otorgar la Licitación #23.19 a Dave Heiner Associates, Inc. por el monto total de \$ 19,644.00 para la compra y entrega de dos (2) bombas de buen reciclaje para la Planta de Tratamiento de Aguas Residuales. Los fondos serán obtenidos de la línea de gastos del presupuesto del 2019 G.8130.0200. (Jason Morris)

7. Discussion regarding 82 Clinton Street (Garage) Demolition

Jason Morris

Discusión sobre la demolición del garaje en la 82 de la Calle Clinton (Jason Morris)

Finance/Finanza

8. PKF O'Connor Davies, LLP Engagement Letter

Resolution authorizing the City Manager to execute a letter agreement between the City of Newburgh and the firm of PKF O'Connor Davies, LLP for auditing services for fiscal year ending December 31, 2019 for the price of \$86,000.00. (Todd Venning)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una carta de acuerdo entre la Ciudad de Newburgh y la firma de PKF O'Connor Davies, LLP para servicios de auditoría para el año fiscal terminando el 31 de diciembre de 2019 por el precio de \$86,000.00 (Todd Venning)

9. Rescheduling the Second Work Session and Second Regular Meeting of November 2019

A resolution of the City Council of the City of Newburgh rescheduling the second work session and second regular meeting of November 2019.

Una resolución del Ayuntamiento de la Ciudad de Newburgh reprogramando la segunda sesión de trabajo y la segunda reunión general de noviembre de 2019.

10. Proposed 2020 Budget

Opportunity for Council to discuss Proposed 2020 Budget

Oportunidad para que el Concejo hable sobre el Presupuesto Propuesto del 2020

Planning and Economic Development/Planificación y Desarrollo Económico

11. 373 Third Street - partial release of covenants

Resolution authorizing the execution of a partial Release of Restrictive

Covenants and Right of Re-entry from a deed issued to Beatrice Lorenzetti and Walker Adams to the premises known as 373 Third Street (Section 21, Block 1, Lot 4) (Michelle Kelson)

Una resolución autorizando la ejecución de una Liberación Parcial de Clausulas Restrictivas y Derecho de Reingreso por medio de un título de propiedad emitido a Beatrice Lorenzetti y Walker Adams a las instalaciones conocidas como la 373 de la Calle Third (Sección 21, Bloque 1, Lote 4) (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. Resolution Authorizing the City of Newburgh to Accept the Five Year Consolidated Plan, Fiscal Year 2020 Annual Action Plan and Direct Staff to Submit such Documents to the United States Department of Housing and Urban Development

Resolution authorizing the City of Newburgh to accept the Five Year Consolidated Plan, Fiscal Year 2020 Annual Action Plan and direct staff to submit such documents to the United States Department of Housing and Urban Development. (Ali Church)

Una resolución autorizando a la Ciudad de Newburgh a aceptar el Plan Consolidado de Cinco Años, Plan de Acción Anual para el Año Fiscal 2020 y dirigir al personal a someter tales documentos al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos. (Ali Church)

13. Hudson River Greenway Community Grant

Resolution authorizing the City Manager to apply for a Hudson River Valley Greenway Planning Grant in an amount not to exceed \$10,000.00 for a Bicycle Master Plan Project. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a solicitar una Subvención de Planificación del “Hudson River Greenway” por un monto que no exceda \$10,000.00 para un Proyecto del Plan Maestro para Bicicletas. (Michelle Kelson)

14. Catskill Aqueduct water reimbursement contract

Resolution authorizing the City Manager to enter into a new agreement with the New York State Department of Environmental Conservation for reimbursement of the cost of water purchased from the New York City Catskill Aqueduct. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un nuevo acuerdo con el Departamento de Conservación del Estado de Nueva York para el reembolso del costo del agua comprada del Acueducto de Catskill de la Ciudad de Nueva York. (Michelle Kelson)

Resolutions of Support/ Resoluciones de Apoyo

15. Resolution Supporting Joint Comments of Scenic Hudson, et al.

(Danskammer Energy, LLC Article 10 Application)

Resolution supporting the joint comments of Scenic Hudson, Riverkeeper, Inc., the Natural Resources Defense Counsel, Hudson Valley Sloop Clearwater, and the City of Beacon for Proposed Stipulations in the Danskammer Energy, LLC New York State Public Service Law, Article 10 Application.

Una resolución que respalda los comentarios conjuntos de “Scenic Hudson”, “Riverkeeper, Inc.”, el Consejo de Defensa de Recursos Naturales, “Hudson Valley Sloop Clearwater”, y la Ciudad de Beacon para Estipulaciones Propuestas en la Solicitud de Danskammer Energy, LLC Ley de Servicio Público del Estado de Nueva York Artículo 10.

Ordinances/ Decretos

16. Scheduling a public hearing regarding an ordinance amending Section 163-1 to increase water rates

Resolution scheduling a public hearing for November 25, 2019 to hear public comment concerning an ordinance to amend Chapter 163 entitled “Fee” of the Code of the City of Newburgh to increase water rates. (Michelle Kelson)

Programando una audiencia pública para el 25 de noviembre de 2019 para escuchar comentarios públicos con respecto a una ordenanza para enmendar el Capítulo 163 titulado “Tarifa” del Código de la Ciudad de Newburgh para incrementar los precios del agua. (Michelle Kelson)

Executive Session/ Sesión Ejecutiva

17. Proposed, pending or current litigation
Litigación actual, pendiente o propuesta

RESOLUTION NO.: 274 - 2019

OF

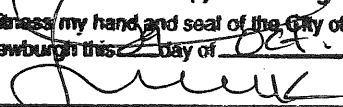
OCTOBER 28, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR NOVEMBER 12, 2019 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

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 authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; 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 12th day of November, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Lorens 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 Oct. 28, 2019
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 28 day of Oct. 2019


City Clerk

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2020 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2020 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: 246 - 2019

OF

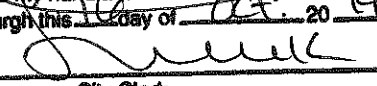
OCTOBER 15, 2019

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 12, 2019
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2020 BUDGET FOR THE CITY OF NEWBURGH

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2020 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 12th day of November, 2019, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

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 Oct 15, 2019
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 15 day of Oct. 20 19


City Clerk

RESOLUTION NO.: _____ - 2019

OF

_____, 2019

**A RESOLUTION AUTHORIZING THE INSTALLATION OF A MEMORIAL PLAQUE
IN HONOR OF ELAINE “KIKI” HAYDEN**

WHEREAS, Elaine “Kiki” Hayden was born and raised in her beloved city of Newburgh, the youngest girl in a family of eight, and was elected as the very first female to be a Senior class president at Newburgh Free Academy; and

WHEREAS, Kiki joined John J. Lease Realtors in 1971 and was honored over and over again for being a top sales associate in all of Orange County, winning the Gold Excellence Award for Realtors many times; and

WHEREAS, Kiki had a motto “You must give to the community in which you live” (Marion, 2005) and her service in the community was evident early on as she served on the Newburgh Day Nursery Board, the YWCA board of directors and as YWCA board President in addition to serving as a Trustee for many years and in 1966 honored as “YWCA Woman of the Year”; and

WHEREAS, Kiki has also earned recognition for her unending love and devotion to the City of Newburgh having been bestowed with the Key to the City and the Newburgh Woman of the Year Award and also was honored by the Downing Park Planning Committee, Newburgh Republican Committee, Woman of the Year (2005) and Honoree Award from the Orange County Human Rights Commission; and

WHEREAS, Kiki’s tremendous dedication to her community included serving on the board of the Greater Newburgh Symphony Orchestra, being a founding member of the Newburgh Chamber Music Group, serving as President of the Downing Park Planning Committee and the Advisory Board of the St. Luke’s Hospital Foundation, and volunteering at Fishes and Loaves, and most recently serving as president of the Trestle Committee and as vice president of Trestle Inc.; and

WHEREAS, it is fitting and appropriate that Kiki’s life and community service be permanently memorialized by the City of Newburgh to serve as a reminder of the selfless principles she represented;

NOW, THEREFORE, BE IT RESOLVED, that it is fitting to pause in our deliberations and honor Elaine “Kiki” Hayden by accepting and authorizing the installation of a plaque in her memory at INSERT LOCATION TBD representing this Council’s respect, admiration, appreciation and love for Kiki and her myriad contributions to Newburgh.

Elaine “kiki” Hayden of Newburgh, NY passed away peacefully with the family and friends by her side at Kaplan Hospice, on Sunday, January 27, 2019. She was 93 years old.

Kiki was born and raised in her beloved city of Newburgh. Her parents were Michael and Adelina (DeRose) DeVasto. She was the youngest girl in a family of eight. As a young child she was already an organizer, she would plan family meetings, gatherings and events. At the Newburgh Free Academy, Kiki was elected as the very first female to be a Senior class president.

Kiki joined John. Jo. Lease Realtors in 1971, she was an incredible sales associate, over and over again being a top sales in all of Orange County, winning the Gold Excellence Award for Realtors many times. Kiki’s attention to detail, her passion for helping her clients, her real estate knowledge and her impeccable taste. She would ride through the city proudly talking about each house she has sold, and some of them more than once as years later the buyers would be back to have kiki help them to sell or buy another house with her. Clients were still seeking her out, even in her 90’s to list with her.

Kiki had a motto “You must give to the community in which you live” (Marion, 2005) Her service in the community was evident early on as she has served on the Newburgh Day Nursery Board and very involved with the YWCA. She was on the WYCA board of directors, became board President, was a Trustee for many years and in 1966 she was honored as “YWCA Woman of the Year”. Kiki has also earned recognition for her unending love and devotion to the city of Newburgh with Key to the City and Newburgh Woman of the Year Award, honored by the Downing Park Planning Committee, Newburgh Republican Committee, Woman of the Year (2005) and Honoree Award from the Orange County Human Rights Commission. She has served on the board of the Greater Newburgh Symphony Orchestra and was a founding member of the Newburgh Chamber Music Group, was President of the Downing Park Planning Committee, was on Advisory Board of the St. Luke’s Hospital Foundation, a volunteer at Fishes and Loaves, president of the Trestle Committee and most recently served as vice president of Trestle Inc. Kiki was involved in many other charities and non-profit organizations too numerous to mention.

Kiki married the love of her life, John J. Hayden “Jack”. Jack and Kiki were blessed with a son Shawn J. Hayden. Jack served in World War II and was a Bronze Star recipient. Kiki was predeceased by her husband Jack in 1979.

Their son Shawn married Dorothy (Hughes) Hayden and are proud parents to Kiki’s three grandchildren: Molly, Jack and Courtney all were Kiki’s greatest joys. They live in Stowe, Vermont. Kiki is also predeceased by her beloved son, Shawn, in 2016.

Kiki is survived by her loving daughter-in-law, Dorothy; her grandchildren Molly Jack, Courtney; close lifelong family friend, Melissa Hodgson and many very close and dear friends.

Visitation will be held from 4 to 7 p.m. on Thursday, January 31 at Brooks Funeral Home, 481 Gidney Ave., Newburgh. A mass of Christian Burial will be celebrated at 10a.m. on Friday, February 1 at St. Mary’s Church, 180 South St., Newburgh. Burial will be private at the convenience of the family.

To send a personal condolence please visit www.brooksfbh.com or call 845-561-8300.

ELAINE "KIKI" HAYDEN
NEWBURGH, NY

APRIL 4, 1925

JANUARY 27, 2019



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To send a personal condolence please visit www.Brooksfh.com or call 845-561-8300.

RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD BID #23.19
TO DAVE HEINER ASSOCIATES, INC. FOR
THE LUMP SUM TOTAL AMOUNT OF \$19,644.00 FOR
THE PURCHASE AND DELIVERY OF TWO (2) RECYCLE WELL PUMPS FOR
THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Newburgh has duly advertised for bids for the purchase and delivery of two recycle well pumps for the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, the bids have been duly received and opened and Dave Heiner Associates, Inc. is the low bidder; and

WHEREAS, the funding for the purchase and delivery of the recycle well pumps shall be derived from G.8130.0200;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the purchase and delivery of two (2) recycle well pumps for the Wastewater Treatment Plant be and it hereby is awarded to Dave Heiner Associates, Inc., for the lump sum total \$19,644.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #23.19 - Purchase and Delivery of Two (2) Recycle Well Pumps for the Wastewater Treatment Plant

Bid Opening: Friday, November 1, 2019 at 11:00 a.m., local time

BIDDER NAME	Lump Sum Bid Price
Fleet Pump & Service Group, Inc.	\$31,328.00
TAM Enterprises, Inc.	\$43,848.00
Dave Heiner Associates, Inc.	\$19,644.00

BID FORM

Purchase and Delivery of Two (2) Recycle Well Pumps

for the

City of Newburgh Wastewater Treatment Plant
Newburgh, New York

By submission of this Bid, I (We) agree to provide the two (2) recycle well pumps requested by the City of Newburgh in accordance with the Specifications and Bid Documents annexed hereto for the following lump sum bid: \$ 19,644 (Total amount written out in figures)

Nineteen Thousand Six Hundred Forty-four Dollars (Total amount written in dollars)

and Zero Cents (and amount written in cents)

BY

Janet E. Malone

Signature in BLUE INK

Date: 11/1/19

NAME

Janet E. Malone

Signers Name Typed or Hand Written

TITLE

Sales

FIRM NAME

Dave Heiner Associates, Inc.

ADDRESS

3799 Route 46, Suite 102

Parsippany, NJ 07054

EMAIL ADDRESS

j.malone@daveheinerassoc.com

TELEPHONE NO.

973-299-9990

FAX NO.

973-299-9988

BIDS RECEIVED WITHOUT NON-COLLUSION AFFIDAVIT WILL NOT BE ACCEPTED

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Bid #23.19 - Purchase and Delivery of Two (2) Recycle Well Pumps

City of Newburgh, New York

- 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/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - i. 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
 - ii. 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: GAIL S HEINER Title: PRESIDENT
DAVE HEINER ASSOCIATES, INC

Signature: Gail S Heiner

Date: 10/30/2019 Company Name: DAVE HEINER ASSOCIATES, INC

STATE OF: New Jersey)
) SS:

County of: Morris)

Subscribed and sworn to Donna Friedrich Inside Sales
Name of Affiant Title of Affiant

before me this 30 day of October, 20 19

Affix Notary Seal or Stamp below

Notary Public of New Jersey

My commission expires: 11/24/19

Notary Signature: Donna Friedrich



NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of N.J.)
) SS:

County of MORRIS)

I, GAIL S HEINER of the (Town, 5400 Village, City) of

PARSIPPANY in the County of MORRIS and the State of
NEW JERSEY 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
DAVE HEINER ASSOCIATES, INC. 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 DAVE HEINER ASSOCIATES, INC.
(Name of Contractor)

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

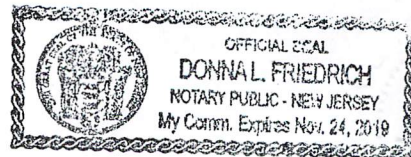
Name: Donna Friedrich Title: Inside Sales

before me this 30 day
of October, 2019

New Jersey
Notary Public of

My commission expires: 11/24/19

AFFIX NOTARY SEAL OR STAMP IN THIS BOX



THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

FORM OF CONSENT OF SURETY LETTER

To be submitted on Surety's letterhead

Date: _____

TO: City of Newburgh

RE: Bid of

DAVE HEINER ASSOCIATES Inc
(Name and Address of Contractor)

FOR: Purchase and Delivery of Two (2) Recycle Well Pumps to the WWTP
(Project)

BIDS TO BE RECEIVED _____

Please be advised that should the above Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the 5% Performance Bond and 5% Labor and Material Payment Bond (*if required by the Bid Documents*) provided that the Principal makes application to us and the Bonds are required at the commencement of the Contract.

We are duly authorized to do business in the State of New York.

(Name of Surety)

By _____
(Name and Title)

RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH
AND THE FIRM OF PKF O'CONNOR DAVIES, LLP FOR AUDITING SERVICES FOR
FISCAL YEAR ENDING DECEMBER 31, 2019 FOR THE PRICE OF \$86,000.00**

WHEREAS, the firm of O'Connor Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018; and

WHEREAS, based on experience and work history the Comptroller has recommended that the firm of PKF O'Connor Davies, LLP be retained for fiscal year ending December 31, 2019; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

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 letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal year ending December 31, 2019 for the price of \$86,000.00.



October 29, 2019

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit objectives

We will audit the Entity's statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2019 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

PKF O'CONNOR DAVIES, LLP
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting; misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS, if applicable. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).

The report on internal control and compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of

internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance (if applicable) in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management's responsibilities

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, and supplementary information are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards (if applicable) in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards (if applicable). You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards (if applicable) that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable) and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with US GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or

studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards (if applicable), and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires.

You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – "PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency (if applicable). If we are aware that a federal awarding agency (if applicable) or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Non Reliance on Oral Advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In the event that the communication provided in this manner contains essential information, we shall require a confirmation of receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work

we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees are detailed below:

Basic Audit Fee	\$	69,000
Federal Single Audit		12,000
NYS DOT Audit		2,000
NYS AUD Preparation		3,000
	\$	<u>86,000</u>

The audit fee is based on anticipated cooperation from your personnel and audit condition of the books and records. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring the additional costs and notify you in writing of the same

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

Payments will be due	Percentage
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below.

Hourly Rate for Professional Services

*	Senior Partner	\$	300
**	Partner		290
**	Senior Manager		230
**	Manager		200
**	Supervisor		175
**	Senior Accountant		155
**	Staff Accountant		135

* Represents a discount from standard rate of \$395

** Represents a 20% discount from standard rates

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue shall be in either Orange or Westchester County. Each party waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Any proceedings arising out of and/or relating to this engagement shall be resolved by a judge trial without a jury and the right to a jury trial is waived, to the fullest extent permitted by applicable law.

Confirmation and other

Jeff Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal (and/or state) awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

Either party may cancel this agreement upon thirty (30) days notice in writing to the other. In the event of exercise of this right by the Entity it shall pay for any billed and unbilled fees for completed work as of the date of the cancellation.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

* * *



Report on the Firm's System of Quality Control

June 14, 2017

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza • Rochester, New York 14614
Tel: 585-454-4161 • Fax: 585-454-2573 • www.daviekaplan.com

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
Certified Public Accountants

RESOLUTION NO.: _____-2019

OF

NOVEMBER 12, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
RESCHEDULING THE SECOND WORK SESSION AND
SECOND REGULAR MEETING OF NOVEMBER 2019**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of Thursday, November 21, 2019 be and hereby is rescheduled to Tuesday, November 19, 2019 and the second regular meeting of Monday, November 25, 2019 be and hereby is rescheduled to Thursday, November 21, 2019.

RESOLUTION NO.: _____-2019

OF

NOVEMBER 12, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO BEATRICE LORENZETTI AND WALKER ADAMS TO THE
PREMISES KNOWN AS 373 THIRD STREET (SECTION 21, BLOCK 1, LOT 4)**

WHEREAS, on April 30, 2018, the City of Newburgh conveyed property located at 373 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 21, Block 1, Lot 4, to Beatrice Lorenzetti and Walker Adams; and

WHEREAS, the owners have requested a release of the restrictive covenants numbered 1, 2, 3, 4, and 5 contained in said deed; and

WHEREAS, it has been determined that such release be granted; and

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

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

**PARTIAL RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 373 Third Street, (Section 21, Block 1, Lot 4) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated April 30, 2018 from THE CITY OF NEWBURGH to BEATRICE LORENZETTI and WALKER ADAMS, recorded in the Orange County Clerk's Office on July 16, 2018, in Liber 14430 of Deeds at Page 1113 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____

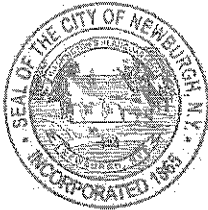
Joseph Donat, City Manager

Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

DATE: October 15, 2019

SUBJECT: 373 Third Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 373 Third Street owned by Beatrice Lorenzetti and Walker Adams, I conducted an inspection of the property on 10/15/19 and reviewed the building file in the office. Below are my findings:

The single family residence is owner occupied and compliant with all Rental Registry requirements.

There are no open code violations on file in the building records.

I observed no violations either in the unit during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file dated 8/12/1968 for a Single Family Dwelling.

Thank you.



RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH TO ACCEPT THE
FIVE YEAR CONSOLIDATED PLAN, FISCAL YEAR 2020 ANNUAL ACTION PLAN
AND DIRECT STAFF TO SUBMIT SUCH DOCUMENTS TO
THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the City of Newburgh administers the federal Community Development Block Grant (CDBG) for the City; and

WHEREAS, every five years the City, as an Entitlement Community, must submit its 5 year Consolidated Plan for review by the U.S. Department of Housing and Urban Development in conjunction with the County of Orange, which describes the housing and community goals and objectives to be undertaken by the City and further describes the needs in housing, community development and other special needs; and

WHEREAS, the City has developed the 5 year Consolidated Plan and the Annual Action Plan in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2020 Annual Action Plan and Budget, which may be revised;

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2020 Community Development Block Grant Entitlement Program;

Expenditures 2020	
Housing: In-rem Property Program	\$220,000
Housing: Homeowner Assistance Program	\$50,000
Infrastructure: Complete Streets Project (ADA curb cuts)	\$225,000
Economic Development: workforce development; sign/façade improvements	\$25,000
Quality of Life: Park Improvements	\$175,000
Homeowner Resources Assistance Program	\$60,000
Administration	\$130,000
TOTAL BUDGET	\$845,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached 5 year Consolidated Plan for FY 2020-2024; FY2020 one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements, Citizens Participation Plan and a Language Access Plan; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of \$845,000.00, and in the event that award funding is greater than \$845,000.00, as presented in the FY 2020 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2020 CDBG Annual Action Plan; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications; that the City Manager he is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby; and

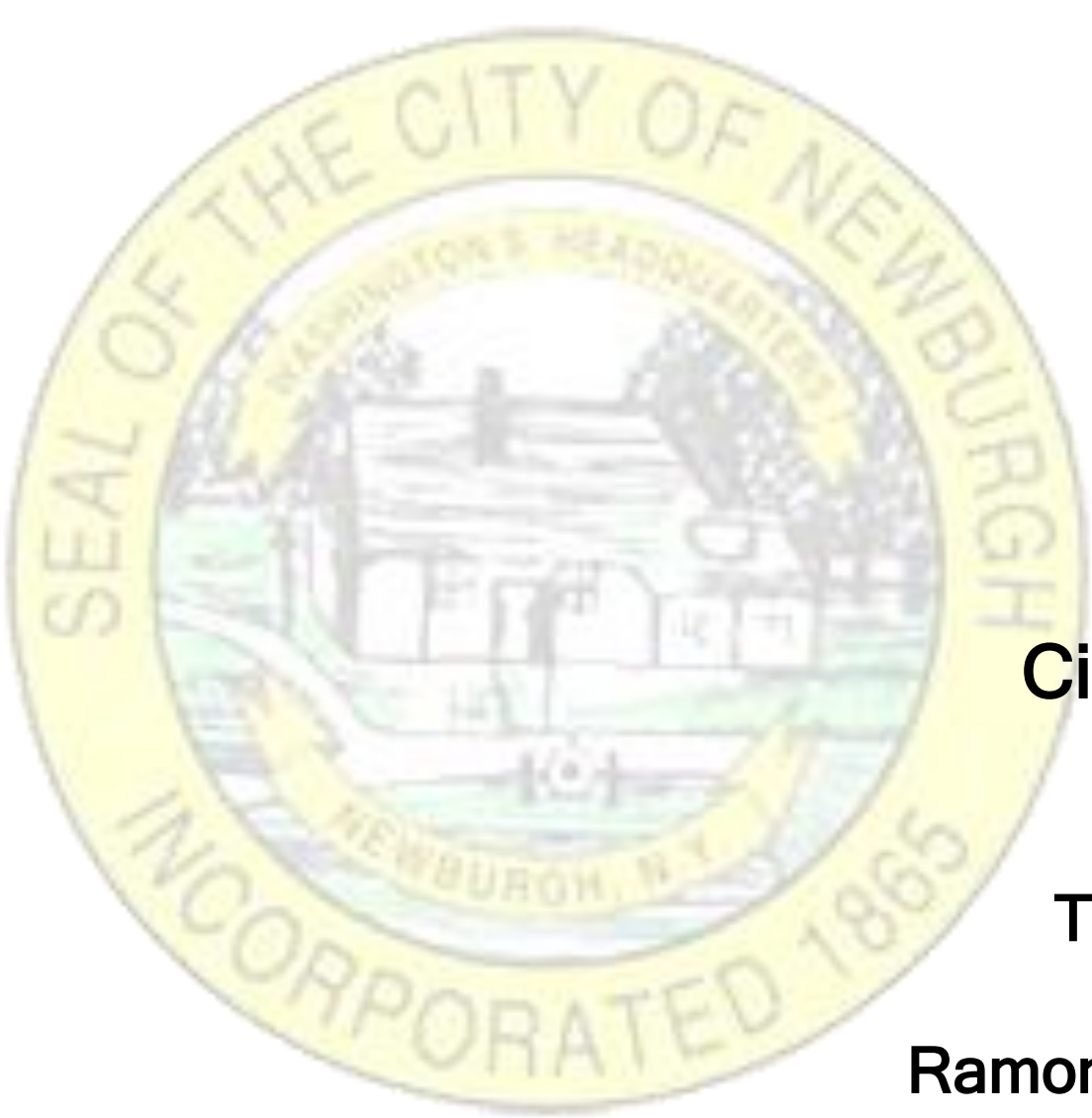
BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1784". The center features a detailed illustration of a cityscape with a large building, a bridge, and a river, with the text "WASHINGTON'S HEADQUARTERS" above it.

Community Development Block Grant (“CDBG”) 5-Year Consolidated Plan (including FY2020 Annual Action Plan)

**Department of Planning &
Development
October, 2019**





City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Hillary Rayford, At-Large

Anthony Grice, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

The Consolidated Plan, or the “Con Plan” or “Five-Year Plan,” is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

The Consolidated Plan
Goals are Identified
from the Priority Needs
in the City of Newburgh.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

Priority Needs Identified through (examples):

- City of Newburgh “Visioning Plan” Community Meetings
- City of Newburgh “Visioning Plan” Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Seven (7) Community Outreach Meetings
- Two (2) Public Hearings
- Two (2) 30-Day Public Comment Periods



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

*Comment from the 2018 City of Newburgh
Vision Plan Public Workshop #1*

*“What’s missing from the current vision is
‘how’ to do these things. There is no
shortage of plans for Newburgh. The issue
is implementation and financing” –*



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan

The “How” to do, or the implementation and financing of, these things:

*The FY2020 -2024 Consolidated Plan will provide the City of Newburgh with **five years** of funding to support priority needs projects.*



City of Newburgh FY2020-2024 Consolidated Plan Priority Needs:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing



City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Infrastructure Improvements

Project Examples:

- “Complete Streets” Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades



City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance



City of Newburgh FY2020-2024 Consolidated Plan:

Priority Need: Quality of Life Improvements

Project Examples:

- Park Improvements
- Summer Children's Film Festival



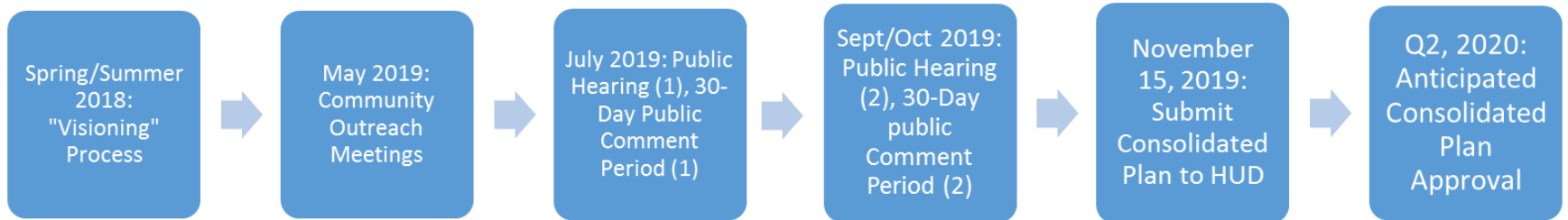
City of Newburgh FY2020-2024 Consolidated Plan Goals:

Priority Need: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance Program, Coordinated through a City of Newburgh Housing Partner

City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline

The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" at the top and "INCORPORATED 1866" at the bottom. The inner circle features a landscape with a river, a bridge, and a building, with the text "WASHINGTON'S HEADQUARTERS" above the building.

Community Development Block Grant ("CDBG") Proposed FY2020 Annual Action Plan*

**Department of Planning &
Development
July, 2019**



*Pending federal budget approval

City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



Proposed FY2020 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training, Homeowner Assistance Program	\$220,000.00 \$50,000.00	26% 6%	No Change No Change
	Infrastructure Improvements	Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	32%	10%
	Economic Development	Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	10%	No Change
	Quality of Life Improvements	Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	14%	10%
	Quality of Life Improvements	Community Policing/Neighborhood Services	2020 Children's Summer Film Festival	\$20,000.00	2%	No Change
	Administration	Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%	10%
	Proposed Total FY2020 Allocation			\$845,000.00		

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Housing	Salaries for 3 full-time employees, In Rem Property		
	Supplies, In Rem Training, Homeowner Assistance Program	\$220,000.00 \$50,000.00	26% 6%
Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	32%
Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	10%
Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	14%
Community Policing/Neighborhood	2020 Children's Summer Film Festival	\$20,000.00	2%
Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training,	\$220,000.00	No Change
	Homeowner Assistance Program	\$50,000.00	No Change
Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	10%
Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	No Change
Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	10%
Community Policing/Neighborhood Services	2020 Children's Summer Film Festival	\$20,000.00	No Change
Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%

Project:	Housing	
Activities:	In Rem Property Project	(\$220,000.00)
	Homeowner Assistance	(\$50,000.00)

Summary

- Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.
- Funding to support City of Newburgh Housing Partner Homeowner Assistance Program.

In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

The Housing and Community Development Act of 1992 authorizes activities necessary to make essential repairs and payment of operating expenses needed to maintain the habitability of housing units acquired through tax foreclosure proceedings in order to prevent abandonment and deterioration of such housing in primarily low- and moderate-income neighborhoods.

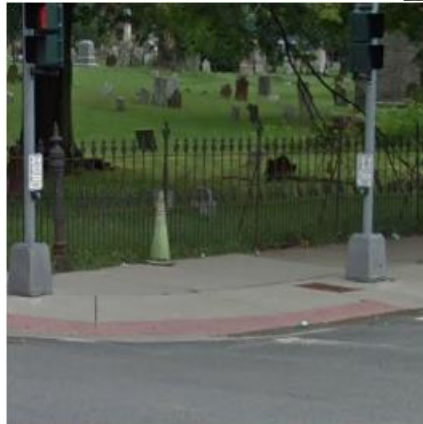


Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects may include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

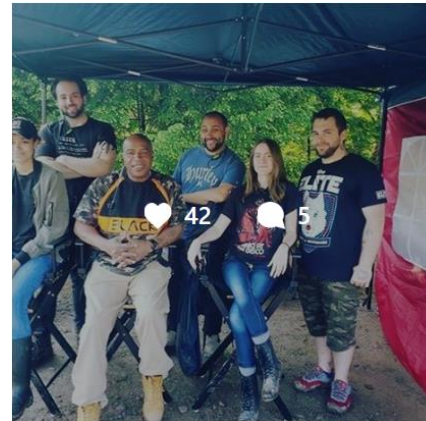


Project: Economic Development
Budget: \$25,000.00

Summary

Examples of projects may include:

- Business Signage/Façade Improvements
- Funding to Support Business Workforce Development Training.



Project: Park Improvements
Budget: \$175,000.00

Summary

Examples of projects may include:

- Playground equipment improvements/upgrades
- Fencing



Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects may include:

- 2020 Children's Summer Film Festival



Project: Administration
Project Funding: \$130,000.00



Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

FY2020 CDBG AAP Timeline



**FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan, or the “Con Plan” or “Five-Year Plan,” is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The United States Department of Housing and Urban Development (HUD), which administers the funds, requires that recipients create a plan describing how funds will be expended over a five-year period.

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

The City of Newburgh Consolidated Plan is for the period 01/01/2020 - 12/31/2024.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Priority Needs identified during the 2020-2024 Consolidated Plan outreach meetings include Infrastructure Improvements, Economic Development, Quality of Life Improvements and Housing. Annual Action Plan funds will be used for projects such as sidewalk and curb-cut upgrades, business facade and signage support, workforce development initiatives, park improvements, community policing initiatives and CDBG Administration.

3. Evaluation of past performance

Over the past five years, the City of Newburgh was able to fund projects meeting the following Priority Needs:

Infrastructure and Public Facilities

ShotSpotter

Emergency Sewer Repair – North Interceptor

City of Newburgh Skateboard Park

Delano-Hitch Basketball Courts

Gidney Ave. Basketball Courts and second gate

ADA Curb Ramps
Emergency Sewer Repair – Renwick St.
Downing Park Urban Farm

Housing

In Rem Property Program

Homeless Assistance and Prevention

Emergency Shelter Services

Public Service Programs

Children’s Summer Film Festival
National Night Out

Economic Development

Business Signage Program
Business Façade Program

4. Summary of citizen participation process and consultation process

The Citizen Participation Process began in 2018 with Community Outreach meetings and a Community Survey related to the City of Newburgh Master Plan Update Process. In 2019, Seven (7) Community Outreach Meetings, as well as meetings with service agencies and community groups were conducted. Two (2) Public Hearings and two (2) 30-day Public Comment Periods were also held. Proposed/Draft Consolidated Plan versions were provided in English and Spanish.

5. Summary of public comments

Public Comments were in support of the Priority Needs, as well as proposed Projects. (See attached Citizen Participation Summary.)

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments/views were accepted.

7. Summary

The 2020-2024 Consolidated Plan identifies Priority Needs in the City of Newburgh. The Annual Action Plans will provide the City of Newburgh with the funds needed to address the community's needs in the next five years.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	NEWBURGH	
CDBG Administrator	NEWBURGH	Department of Planning & Development
	NEWBURGH	

Table 1– Responsible Agencies

Narrative

The City of Newburgh Department of Planning & Development is the lead agency for the preparation and submission of the Consolidated Plan and the implementation of the Annual Action Plan. The City of Newburgh Department of Planning & Development is the responsible party for the processing and distribution of federal funds under the CDBG program, once allocated by the federal government and approved by the City of Newburgh City Council.

Consolidated Plan Public Contact Information

Ms. Ellen J. Fillo,
Director, Community of Development
City of Newburgh, Department of Planning & Development 83 Broadway Newburgh NY 12550
(845) 569-9400
efillo@cityofnewburgh-ny.gov

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Newburgh uses many methods to encourage ongoing participation from residents, community service providers, and existing and potential community development partners. The participation process for the Consolidated Plan included community outreach meetings; public notices; 30 day public comment periods; public hearings; and consultation with nonprofits, City staff, elected officials, and housing providers. In the end, the consolidated planning process yielded the active involvement and input of more than 25 governmental departments, nonprofit organizations, and citizens.

A list of agencies and organizations participating in these meetings appears in the Table below.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Newburgh is a member of the Orange County (OC) Continuum of Care (COC), as well as participates in the New York State Governor's Empire State Poverty Reduction Initiative (ESPRI).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Newburgh is a member of the Orange County Housing Consortium, which consists of a wide array of individuals and entities that directly and indirectly serve homeless persons. Through a variety of coordinating councils, networks and other organizational structures, the housing needs and priorities for the homeless are analyzed. The integration and coordination of resources and programs ensures that housing and support services are broad based, comprehensive and organized. The Orange County Housing Consortium meets on a regular basis and has actively sought program funds in a collaborative manner. Together, as a consortium, they have successfully applied for federal Continuum of Care funding.

The City of Newburgh attended the Orange County Consolidated Plan outreach meetings, where members of the Orange County Continuum of Care provided feedback to needs in Orange County, including the City of Newburgh.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Newburgh attended the Orange County Consolidated Plan outreach meetings, where members of the Orange County Continuum of Care provided feedback to needs in Orange County, including the City of Newburgh.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Newburgh
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City employs diverse methods to encourage on-going participation from residents, community service providers, and existing and potential community development partners. The participation process for the Consolidated Plan included community meetings; public notices; two 30-day public comment periods; two public hearings; and consultation with non-profit organizations, City of Newburgh staff, elected officials, and housing providers. In the end, the consolidated planning process yielded the active involvement and input of more than 25 governmental departments, non-profit organizations, and citizens. The City of Newburgh Department of Planning and Development was consulted to review the new Vision Plan.
2	Agency/Group/Organization	Orange County Office of Community Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Orange County Community Development conducted several outreach meetings with Orange County agencies to access needs in the City of Newburgh.
3	Agency/Group/Organization	Newburgh Community Land Bank
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Newburgh Community Land Bank was consulted at the Orange County Community Development outreach meetings, as well as the during the City of Newburgh Community Outreach meetings. (The Newburgh Community Land Bank hosted 2 of the City of Newburgh Community Outreach meetings.)
4	Agency/Group/Organization	HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity of Greater Newburgh was consulted during the Orange County Community Development agency meetings, as well as during the City of Newburgh Community Outreach meetings. Habitat for Humanity of Greater Newburgh also hosted 2 of the City of Newburgh Community Outreach meetings.
5	Agency/Group/Organization	Newburgh Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Newburgh Housing Authority was consulted during the Orange County Community Development agency outreach meetings.
6	Agency/Group/Organization	RUPCO, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	RUPCO was consulted during the Orange County agency outreach meetings.
7	Agency/Group/Organization	Orange County Emergency Management
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Emergency Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Orange County Emergency Services was consulted during a conference call meeting to discuss emergency services needs in the City of Newburgh.
8	Agency/Group/Organization	Newburgh Healthy Black and Latinx Coalition
	Agency/Group/Organization Type	Health Coalition
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Presented the proposed consolidated Plan at one of the Newburgh Healthy Black and Latinx Coalition meetings.
9	Agency/Group/Organization	United Way Dutchess/Orange - Empire State Poverty Reduction Initiative (ESPRI)
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Presentation at the monthly City of Newburgh Empire State Poverty Reduction Initiative (ESPRI) meeting.
10	Agency/Group/Organization	Orange County Dept. of Health
	Agency/Group/Organization Type	Health Agency

What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Orange County Department of Health Lead Program was consulted during the Orange County agency outreach meetings.

Identify any Agency Types not consulted and provide rationale for not consulting

To the best of its ability, the City of Newburgh has been in contact with all known agencies and organizations involved in activities that are relevant to CDBG, HOME, and ESG activities and programs.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Continuum of Care	Supports the Housing Priority Need
Consolidated Plan	Newburgh Housing Authority	Supports the Housing and Economic Development Priority Needs
Vision Plan	City of Newburgh	Supports the Housing, Infrastructure, Quality of Life and Economic Development Priority Needs
Housing Goals	Newburgh Housing Coalition	Supports the Housing Priority Need
Orange County Comprehensive Plan	Orange County - Department of Planning	Supports the Infrastructure, Quality of Life and Economic Development Priority Needs
Micro-Unit Housing Needs Assessment	Newburgh Housing Coalition	Supports the Housing Priority Need
Orange County Comprehensive Plan - Transportation	Orange County - Department of Planning	Supports the Infrastructure, Quality of Life and Economic Development Priority Needs
Newburgh - Re-Thinking Heritage Tourism	Columbia University/Graduate School of Architecture, Planning & Preservation	Supports the Infrastructure and Economic Development Priority Needs

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Empire State Poverty Reduction Initiative (ESPRI)	Empire State Poverty Reduction Initiative (ESPRI)	Supports the Housing, Infrastructure, Quality of Life and Economic Development Priority Needs

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Newburgh coordinates with a range of public entities, including the Planning, Health and Economic Development offices of Orange County, the Orange County Transportation Council, and a number of State agencies in the in the development and execution of a range of programs and activities.

Narrative

As noted above, the City of Newburgh uses many methods to encourage ongoing participation from residents, community service providers, and existing and potential community development partners in order to identify needs in the City of Newburgh.

PR-15 Citizen Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The 2020-2024 Consolidated Plan citizen participation process involved outreach to the community beginning in 2018. Outreach consisted of community outreach meetings, a public survey, public hearings and public comment periods.

In 2018, the City of Newburgh conducted 3 community meetings and a community survey as part of the "Vision Plan" Master Plan update process. Community members have noted that the City of Newburgh holds many meetings looking for community feedback related to community needs. One community member commented, "What's missing from the current vision is 'how' to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing."

As the Community Development Block Grant provides the implementation and funding mechanism to "develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons," several of the top priority needs identified through the "Vision Plan" process are included in the 2020-2024 Consolidated Plan Priority Needs and Goals for the City of Newburgh. The top priority needs identified are Infrastructure Improvements, Economic Development, Quality of Life Improvements and Housing.

The 2013-2017 American Community Survey estimates that the population of individuals of Hispanic or Latino background in the City of Newburgh has increased to 14,408, or 50.7% of the population. Outreach to the Spanish-speaking population in the City of Newburgh included publication of Public Hearing and 30-Day Public Comment Period notices in La Voz, a free multi-award-winning Spanish-language magazine serving 125,000 Hispanics living in the Hudson Valley. In addition, draft Consolidated Plans were translated in Spanish, and Spanish interpreters were available for the Public Hearings. An outreach presentation of the draft Consolidated Plan was also made to the "Newburgh Healthy Black and Latinx" Coalition, in order to solicit comments/feedback.

Efforts to perform more targeted Spanish-speaker outreach were met with limited success. For example, offers were made to hold community meetings at Spanish-Speaking restaurants. Several leaders of the Spanish-Speaking population in the City of Newburgh noted that many in the Hispanic/Latino population do not want to expose themselves to the United States Immigration and Customs Enforcement (ICE) activity taking place in the community. There is real fear that congregating will cause ICE to detain people.

The Citizen Outreach Participation Table below provides details about the various outreach efforts.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	100 attendees	Comments included: Homeownership, Workforce Development/bring jobs to the City of Newburgh, Focus on changing negative perceptions of the City of Newburgh.		https://www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	50 attendees	Comments included: Quality of Life, Housing, Economic Development		https://www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	30 attendees	Comments included: Fewer people attended this meeting, need to improve outreach, Importance of drinking water quality, Transit improvements to include job centers in Orange County.		https://www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

4	Survey Available in English and Spanish	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Survey open from 05/24/18 07/16/18, Participation: 247 Respondents/ Non-Hispanic White (66%), Black or African American (10%) Hispanic or Latino (12%) Native American and Alaska Native (2%) Asian (1%) Native Hawaiian or Other Pacific Islander (0.5%) Other (15%)	Top 3 Housing Comments: 1. Pedestrian Friendly, livable, fully integrated community 2. Increase homeownership 3. Increase affordability for people to redevelop property Economic Prosperity Comments: 1. Support vibrant downtown business districts 2. Opportunities for workforce in secure adequately paying jobs 3. Walkable, livable fully integrated	https://www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				r Comments: Safe efficient roads and streets for all users		

5	Public Meeting	Minorities Non-targeted/broad community	7 community outreach meetings held throughout the City of Newburgh, from 05/01/19 - 05/14/19.	Need better sidewalks, Need improvements to parks, Paving projects, Workforce Development/Job Training (related to a business), Better road safety for people walking, biking, driving, Better Quality of Life Better looking streets, neighborhoods , Parks, Cleaner Neighborhoods , keep houses looking better, Things for youth to do in the City of Newburgh, Affordable		
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				housing, Attract more jobs		
6	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing conducted as part of 07/08/19 and 09/23/19 City Council meeting.	Park Improvements (attention to trees), Streetscape Improvements.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Survey Available in English and Spanish	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	30-Day Public Comment Period: 07/09/19 - 08/08/19 30-Day Public Comment Period: 09/24/19 - 10/24/19 (Note: The "Mode of Outreach" is "30-Day Public Comment Period")	Park Improvements, including exercise equipment for adults (comment provided verbally)		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish	Attended by 25 people of the "Healthy Black and Latinx Coalition."	Increase Workforce Development Initiatives, concerns about improvements leading to gentrification.		https://www.facebook.com/HVPress/posts/the-newburgh-healthy-black-and-latinx-coalition-hosted-a-free-screening-of-the-m/10156872622231458/

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Poverty is a major concern in the City Newburgh as 27.9 percent of the population had an income in the preceding twelve months that was below the established poverty level of \$23,850. There is a great disparity between the income and poverty levels in the City of Newburgh and those of Orange County. The Median Household income in the City of Newburgh is \$36,077, as shown in the table below, while that of Orange County is \$70,712, almost twice the City of Newburgh figure. The poverty percentage for the City of Newburgh is twice that of Orange County. Further, in the City of Newburgh, 23.9 percent of the elderly, and 36.9 percent of persons under 18 are living in poverty.

Newburgh's Median household Income is 64.0 percent of the national figure. City's Per Capita Income is 58.7 percent of the national figure and the percentage of persons living in poverty is almost three times the national figure.

CITY OF NEWBURGH HOUSEHOLD INCOMES, 2017

Income	Number of City of Newburgh Households	City of Newburgh %	US %
Less than \$10,000	1,071	11.70%	6.70%
\$10,000 to \$14,999	687	7.50%	4.90%
\$15,000 to \$24,999	1,223	13.30%	9.80%
\$25,000 to \$34,999	1,378	15.00%	9.50%
\$35,000 to \$49,999	1,162	12.70%	13.00%
\$50,000 to \$74,999	1,387	15.10%	17.70%
\$75,000 to \$99,999	820	8.90%	12.30%
\$100,000 to \$149,999	930	10.10%	14.10%
\$150,000 to \$199,999	317	3.50%	5.80%
\$200,000 or more	195	2.10%	6.30%

Source: ACS, 2017

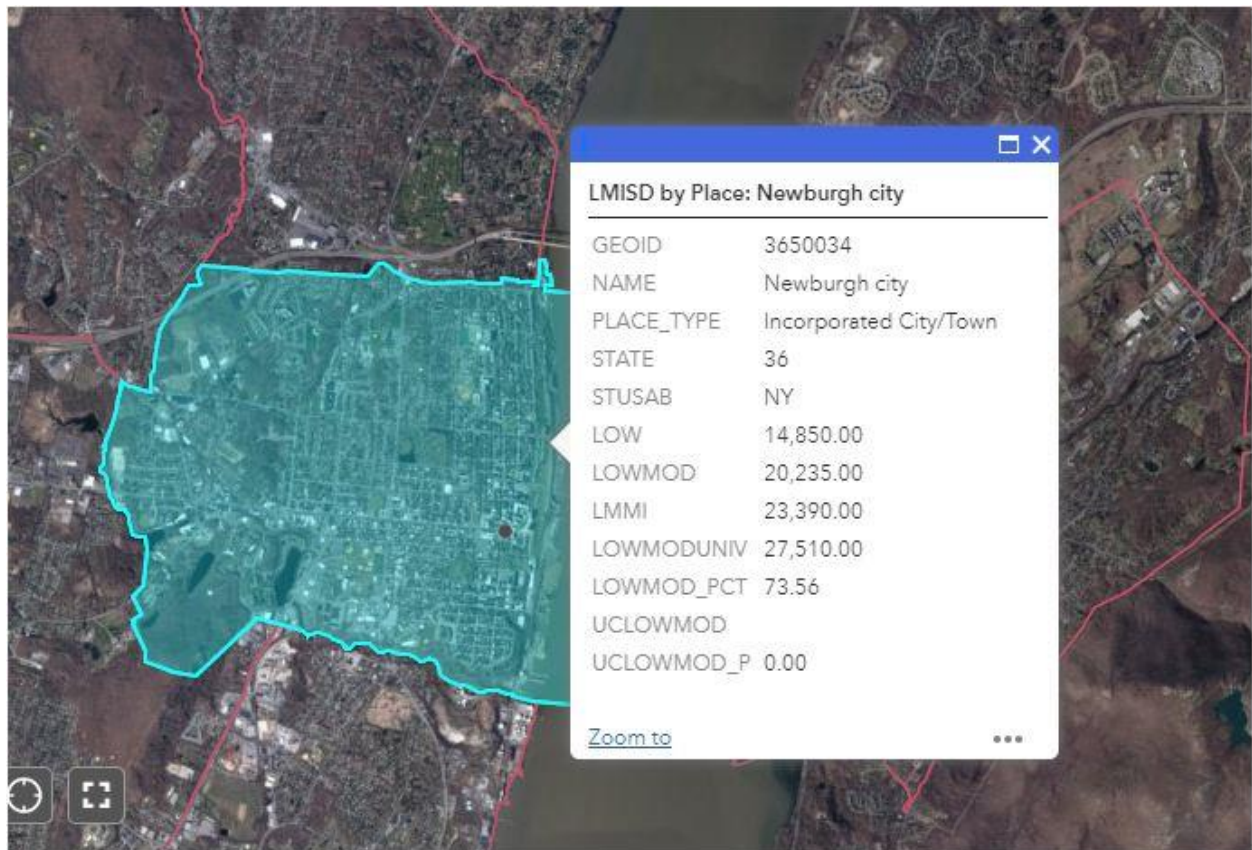
Household Income

SELECTED INCOME AND POVERTY STATISTICS CITY OF NEWBURGH, ORANGE COUNTY, AND THE UNITED STATES

	Newburgh	Orange County	United States
Median HH Income (\$)	\$36,922	\$75,146	\$57,652
Per Capita Income (\$)	\$18,312	\$32,616	\$31,177
Persons in Poverty (%)	31.2	10.9	12.3

Source: ACS 2018

Income and Poverty Statistics



Low Mod Data

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Newburgh parks are in need of upgrades, including installation of recreational/fitness equipment for teens and adults and general park upgrades such as fencing and footpaths.

How were these needs determined?

This need was identified through the Community Outreach meetings, Public Hearings and through comments at other public meetings (ex. City Council meetings).

Describe the jurisdiction's need for Public Improvements:

The City of Newburgh, like most cities, needs upgrades to sidewalks, curb ramps, streets and sewers.

How were these needs determined?

These needs were identified through the Community Outreach meetings, Public Hearings and through comments at other public meetings (ex. City Council meetings).

Describe the jurisdiction's need for Public Services:

Public Services needs in the City of Newburgh include more Community Policing initiatives and community programming.

How were these needs determined?

These needs were identified through the Community Outreach meetings, Public Hearings and through comments at other public meetings (ex. City Council meetings).

Based on the needs analysis above, describe the State's needs in Colonias

Housing Market Analysis

MA-05 Overview

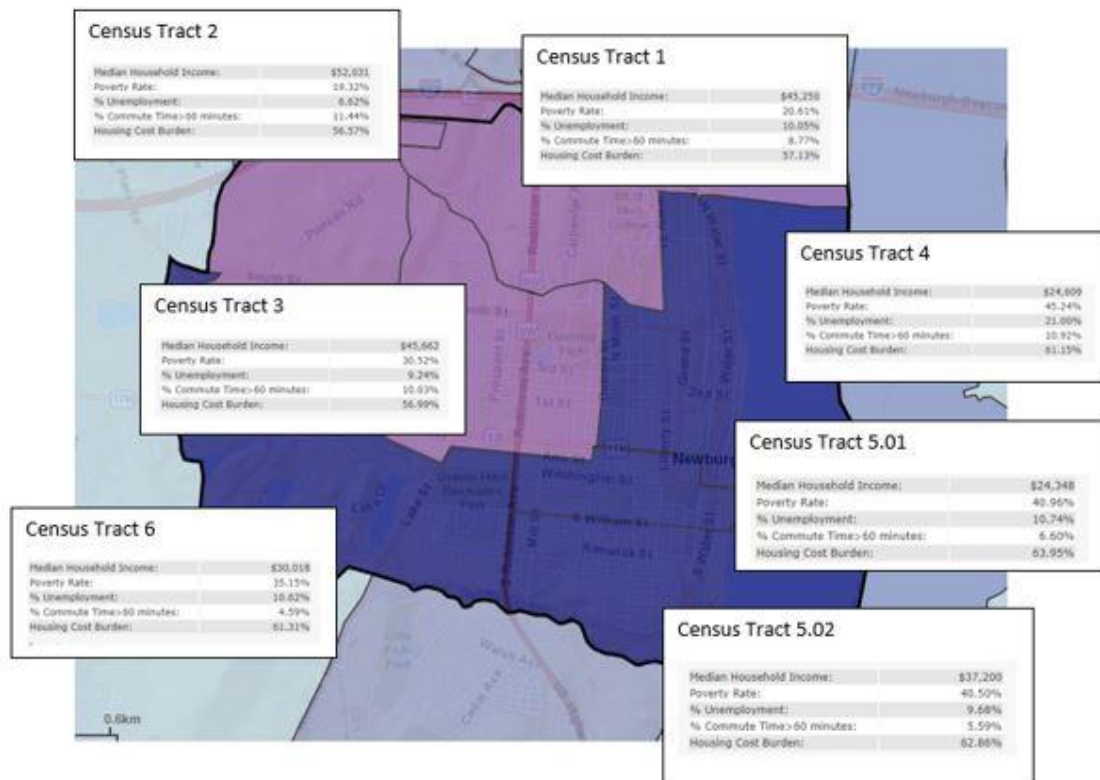
Housing Market Analysis Overview:

Population growth follows job growth and the demand for housing is influenced by the location, type, and wage levels of the City. The affordability component of housing demand, however, is based upon local wages and salaries that are translated into household incomes. The availability of an existing supply of various housing types and price levels must be maintained to meet the housing demand of the variety of occupations that comprise the local economic base.

The size of the City's labor force has decreased slightly since 2013, according to the U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates. The workforce was 12,756 in 2017 vs. 13,142 in 2013. The unemployment rate is 6.5% percent, down from 7.8% in 2013.

Many City of Newburgh low-income homeowners struggle to keep up with the cost of maintaining their houses. In addition, many bank owned properties are not managed or maintained. A significant number of absentee landlords have left properties vacant and let the properties deteriorate. Housing Cost Burden in the City of Newburgh is greater than 50%.

Many of the City's low-income renters are forced to pay more for the limited supply of rental units, a substantial portion of which are older and sometimes in deteriorated condition.



Source: CPD Maps

Housing Cost Burden Map

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The City of Newburgh has a number of needs in order to support economic development, which is critical to the growth and revitalization of Newburgh. As noted in the Housing Needs Assessment and the Housing Market Analysis, good, well-paying jobs are the means to secure economic stability, improve neighborhoods and obtain decent housing. The City's economic development needs center upon obtaining new jobs and providing the workforce to take those jobs. Education and job training (and retraining) are crucial to having a competitive workforce. At the same time, the City needs to make substantial investments in infrastructure to be competitive in attracting new businesses.

Though the City has the advantage of existing water and sewer systems and buildings, many of these elements need to be upgraded or replaced, a daunting task in light of the City's limited resources and the scale of the necessary projects. Further, the reuse of many sites will entail the environmental cleanup of a significant number of neglected buildings and brownfield sites in the City's old industrial areas.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	66	0	1	0	-1
Arts, Entertainment, Accommodations	1,057	707	13	10	-3
Construction	389	397	5	5	0
Education and Health Care Services	1,877	3,356	22	46	24
Finance, Insurance, and Real Estate	438	195	5	3	-2
Information	198	59	2	1	-1
Manufacturing	735	799	9	11	2
Other Services	381	576	5	8	3
Professional, Scientific, Management Services	527	328	6	4	-2
Public Administration	0	0	0	0	0
Retail Trade	1,638	338	19	5	-14
Transportation and Warehousing	609	141	7	2	-5

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Wholesale Trade	533	395	6	5	-1
Total	8,448	7,291	--	--	--

Table 5 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	12,805
Civilian Employed Population 16 years and over	11,365
Unemployment Rate	11.17
Unemployment Rate for Ages 16-24	26.70
Unemployment Rate for Ages 25-65	6.15

Table 6 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector		Number of People
Management, business and financial	1,560	
Farming, fisheries and forestry occupations	510	
Service	1,575	
Sales and office	2,590	
Construction, extraction, maintenance and repair	1,150	
Production, transportation and material moving	1,265	

Table 7 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	7,695	71%
30-59 Minutes	2,220	21%
60 or More Minutes	910	8%
Total	10,825	100%

Table 8 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,305	155	1,245
High school graduate (includes equivalency)	2,890	345	1,135
Some college or Associate's degree	2,165	215	735
Bachelor's degree or higher	1,225	70	165

Table 9 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	35	600	575	740	445
9th to 12th grade, no diploma	770	585	425	780	305

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
High school graduate, GED, or alternative	1,700	1,465	1,100	1,805	850
Some college, no degree	1,070	700	415	1,045	285
Associate's degree	235	370	214	400	55
Bachelor's degree	180	255	285	370	130
Graduate or professional degree	10	100	100	355	145

Table 10 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	20,897
High school graduate (includes equivalency)	26,003
Some college or Associate's degree	28,610
Bachelor's degree	48,277
Graduate or professional degree	62,260

Table 11 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors in the City of Newburgh are Education and Healthcare Services, Manufacturing and "Other Services."

Describe the workforce and infrastructure needs of the business community:

In terms of economic development, one of the needs is the creation of new, living wage jobs for City of Newburgh residents. However, these jobs can only be created if there is an adequate, trained workforce in place to fill the jobs. The City of Newburgh will continue to support

education and job training programs. These efforts include job training for younger persons, retraining for older workers, the provision of a good basic education for the City's youth, and the assisting young persons in the development of life skills.

In the City of Newburgh, the Poverty Rate for the population 25 years and over, for whom poverty status is determined by educational attainment level (Data Source, ACS 2013-2017):

- Less than High School Graduate: 30.8% (Male), 44.6% (Female)
- High School Graduate: 14.1% (Male), 29.9% (Female)
- Some College or Associate's Degree: 15.8% (Male), 25.8% (Female)
- Bachelor's Degree or Higher: 5.0% (Male), 6.1% (Female)

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

There are a number of new or expanding businesses in the City of Newburgh and the surrounding Orange County area that will have an economic impact:

Legoland: Estimated 4,000 jobs, Theme Park, Hotel – Transportation Needs, Workforce Development Needs

Woodbury Common Expansion: Estimated 1,000 jobs, Retail, Spa, 2 Hotels, restaurant – Transportation Needs, Workforce Development Needs

Film Industry: Opening “Umbra Stages” Stage 2 – Workforce Development Needs

Amy’s Kitchen: 680 jobs, - Transportation Needs, Workforce Development Needs

City Winery: Restaurant, Boutique Hotel, - Transportation Needs, Workforce Development Needs

Success in attracting businesses to the City will require a range of workforce and economic development initiatives, including but not limited to childcare, business services, transportation to employment and city centers, and amenities that support business development such as neighborhood parks, well maintained streets, community gardens arts and culture.

There is a significant need for job training, life skills training, and literacy to support workforce development and community strengthening and community building activities.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The City of Newburgh is working diligently to retain and, when possible, expand existing businesses and attract new ones, as noted. Though the City of Newburgh has an abundant labor force, the educational and training level of that workforce does not match the needs of many of today's industries and businesses. The City of Newburgh employment opportunities are limited at this time, and in some measure, it is the quality of the labor force that limits those opportunities.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Below the Line Bootcamp

Supported by Choice Films, Umbra Stages and Blacc Vanilla Foundation

Provides no cost workforce training for City of Newburgh residents interested in the film industry.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Newburgh is included in the Hudson Valley Economic Development District's Comprehensive Economic Development Strategy, which is a wide-ranging economic analysis of the region's strengths, weakness, opportunities and threats as well and the goals and strategies for the 2017 program year. This CEDS, prepared by the Hudson Valley Regional Council is a regional economic development road map and master plan, but does not specifically focus on Newburgh and its particular needs and concerns. The CEDS guides the economic growth of the region's economy.

The Mayor of the City of Newburgh sits on the Board of Directors of the Hudson Valley Regional Counsel.

Discussion

The City of Newburgh has a number of needs in order to support economic development, which is critical to the growth and revitalization of Newburgh. As noted in the Housing Needs Assessment and the Housing Market Analysis, good, well-paying jobs are the means to secure economic stability, improve neighborhoods and obtain decent housing. The City's economic development needs center upon obtaining new jobs and providing the workforce to take those jobs. Education and job training (and retraining) are crucial to having a competitive workforce. At the same time, the City needs to make substantial investments in infrastructure to be competitive in attracting new businesses.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Cost burden and severe cost burden represent the most prevalent housing problem in the City of Newburgh. Over 70 percent of the City of Newburgh's households are in the three lowest HUD income categories and face difficulties in obtaining affordable housing that is decent and safe. These populations are concentrated in the City of Newburgh's low/mod census tracts. "Concentration" is defined by high minority population and low area income.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Yes. Over 70 percent of the City of Newburgh's households are in the three lowest HUD income categories and face difficulties in obtaining affordable housing that is decent and safe. These populations are concentrated in the City of Newburgh's low/mod census tracts. "Concentration" is defined by high minority population and low area income.

What are the characteristics of the market in these areas/neighborhoods?

In general, these neighborhoods are characterized by older structures often in need of rehabilitation. Single family owner units are available at relatively low prices, but the market is weak because of the need for extensive and expensive renovation in many of the structures, as well as stricter loan standards and higher down payment requirements that limit the number of potential buyers.

The rental market in these neighborhoods is stronger in the face of increased demand, especially for more modern or better kept buildings. Rents tend to increase, even for poorer buildings, exacerbating the cost burden issue for low income households.

Are there any community assets in these areas/neighborhoods?

The City of Newburgh has been providing and will continue to provide upgrades to parks. As noted, the needs are great and diverse and the resources available are limited. The City of Newburgh has historically used its CDBG resources across these neighborhoods, improving streets and streetscapes and facades, and providing activities, such as National Night Out and the Summer Film Festival.

Are there other strategic opportunities in any of these areas?

The City of Newburgh continues to focus CDBG resources in these areas through the "In Rem Property Program." The "In Rem Property Program" has been successful in maintaining the habitability of properties received by the City of Newburgh through foreclosure.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The target areas for projects utilizing federal grant funds are in the City's low and moderate income neighborhoods, especially those with the highest rates of poverty and crime, the poorest school performance ratings, and poorest housing characteristics. As noted the City's low mod neighborhoods evidence these characteristics.

The highest priority needs for these target areas and the City's low/mod population are: Rental Assistance, Rental Rehabilitation, Homeowner Repair, Public Service Programs, Economic Development, Homeless Assistance and Prevention, and Fair Housing.

Market conditions, especially increasing rental costs, low incomes, stagnant wages, and a low vacancy rate create the needs for the rental programs, while high down payment requirements and stringent loan standards create a need for homebuyer assistance programs.

Overall, the institutional delivery system functions well, but the City is working to improve its outreach and information efforts and to improve coordination, collaboration, and information sharing better among the various entities responsible for program delivery.

The City has identified a number of barriers to affordable housing, including the deteriorated condition of many housing units, environmental problems and the high cost of remediating them, and low income levels that make affordability a major concern. The City is attempting to address these issues through community and economic planning initiatives, as well as by providing financial assistance to developers and homebuyers.

The City's homelessness strategy is a multi pronged approach that emphasizes homelessness prevention, immediate assistance and rapid rehousing; support for persons and families as they transition to economic and housing stability; and efforts to prevent those persons from returning to homelessness.

Lead based paint hazards are a serious problem in the City of Newburgh in light of the age and condition of many housing units and the presence of many children in the most vulnerable age group.

The City's anti poverty strategy is part of an effort to create jobs and improve the local economy. The creation of economic opportunities is not an isolated solution to alleviating poverty, and the City also works with community partners to identify educational, life skills and training needs and provide opportunities for self empowerment that will enable low and moderate income residents to become and continue to be self sufficient and economically independent. These programs have an immediate impact on primary needs of the low income population and the causes of poverty.

The City of Newburgh has a set of procedures to monitor all of its federal activities, programs, and projects and to ensure long term compliance with applicable program requirements and comprehensive planning. The Department of Housing and Community Development works to ensure that approved projects meet the purpose of the Consolidated Plan and that available funds are distributed in a timely manner. Monitoring includes programs operated directly by the City of Newburgh and those carried out by sub-recipients.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 12 - Geographic Priority Areas

1	Area Name:	Census Tracts 4 & 5
	Area Type:	Strategy area
	Other Target Area Description:	
	HUD Approval Date:	9/18/2015
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Census Tracts 4 & 5 (5.01, 5.02) are located at the East End of the City of Newburgh.
	Include specific housing and commercial characteristics of this target area.	Low % owner occupied housing, High vacancy rate, especially in Census Tract 4, which has the highest vacancy rate in the City of Newburgh.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Consultation with community members as well as organizations and agencies confirmed Census Tracts 4 and 5 as a target area.
	Identify the needs in this target area.	Infrastructure Improvements, Economic Development, Housing, Quality of Life Improvements. Note: Census Tract 4 has the highest vacancy rate, as well as unemployment rate, highest % of low income residents and highest poverty rate in the City of Newburgh.
2	What are the opportunities for improvement in this target area?	Infrastructure Improvements, Economic Development, Housing, Quality of Life Improvements. Note: Census Tract 4 has the highest vacancy rate, as well as unemployment rate, highest % of low income residents and highest poverty rate in the City of Newburgh.
	Are there barriers to improvement in this target area?	Limited funds.
	Area Name:	City Wide
	Area Type:	Local Target area

Other Target Area Description:	
HUD Approval Date:	
% of Low/ Mod:	
Revital Type:	Housing
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	City Wide includes all 6 Census Tracts in the City of Newburgh.
Include specific housing and commercial characteristics of this target area.	Low homeownership.
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Consultation with community members, as well as organizations and agencies confirmed including the entire City of Newburgh as a target area.
Identify the needs in this target area.	Infrastructure Improvements, Economic Development, Housing, Quality of Life Improvements.
What are the opportunities for improvement in this target area?	Infrastructure Improvements, Economic Development, Housing, Quality of Life Improvements.
Are there barriers to improvement in this target area?	Limited funding.

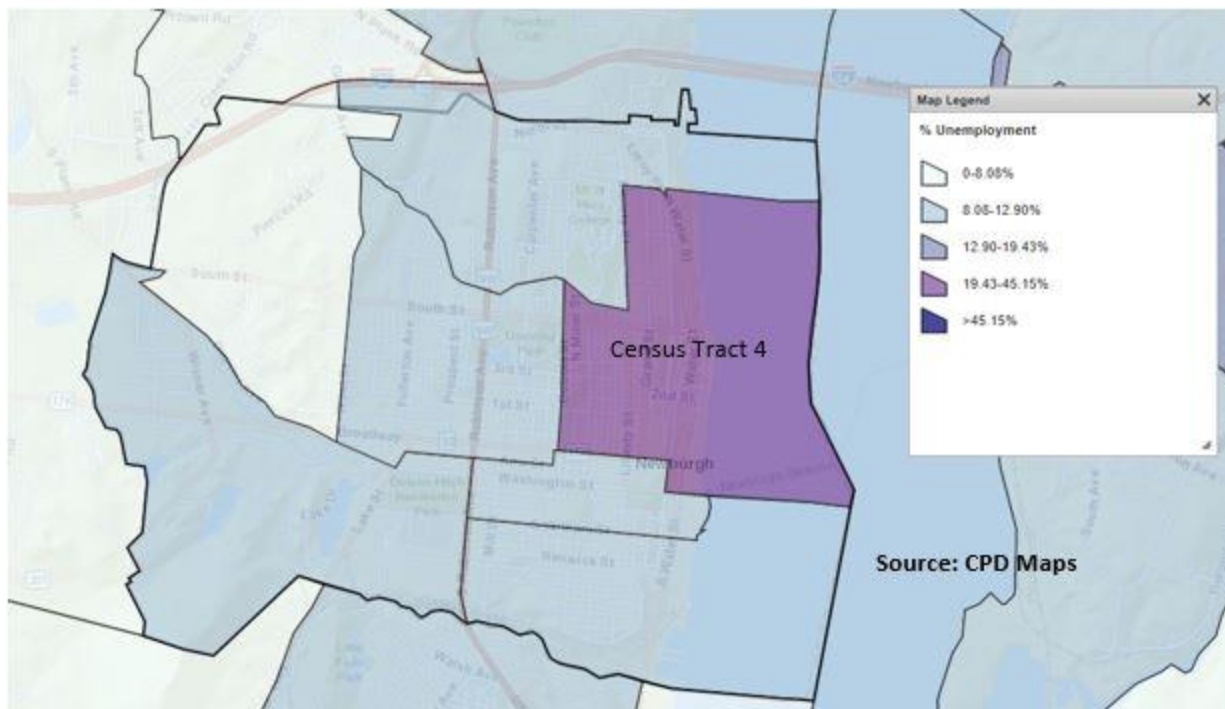
General Allocation Priorities

Describe the basis for allocating investments geographically within the state

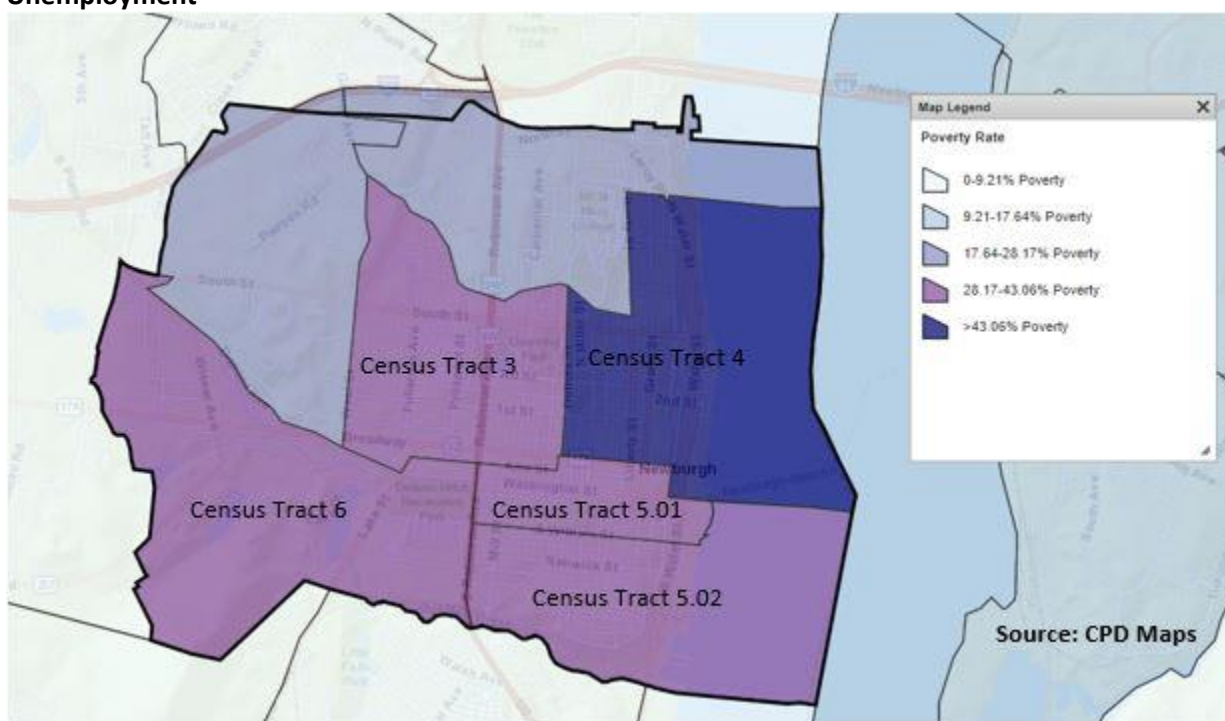
High property vacancy (Census Tracts 4 & 5)

Infrastructure Improvements (City Wide)

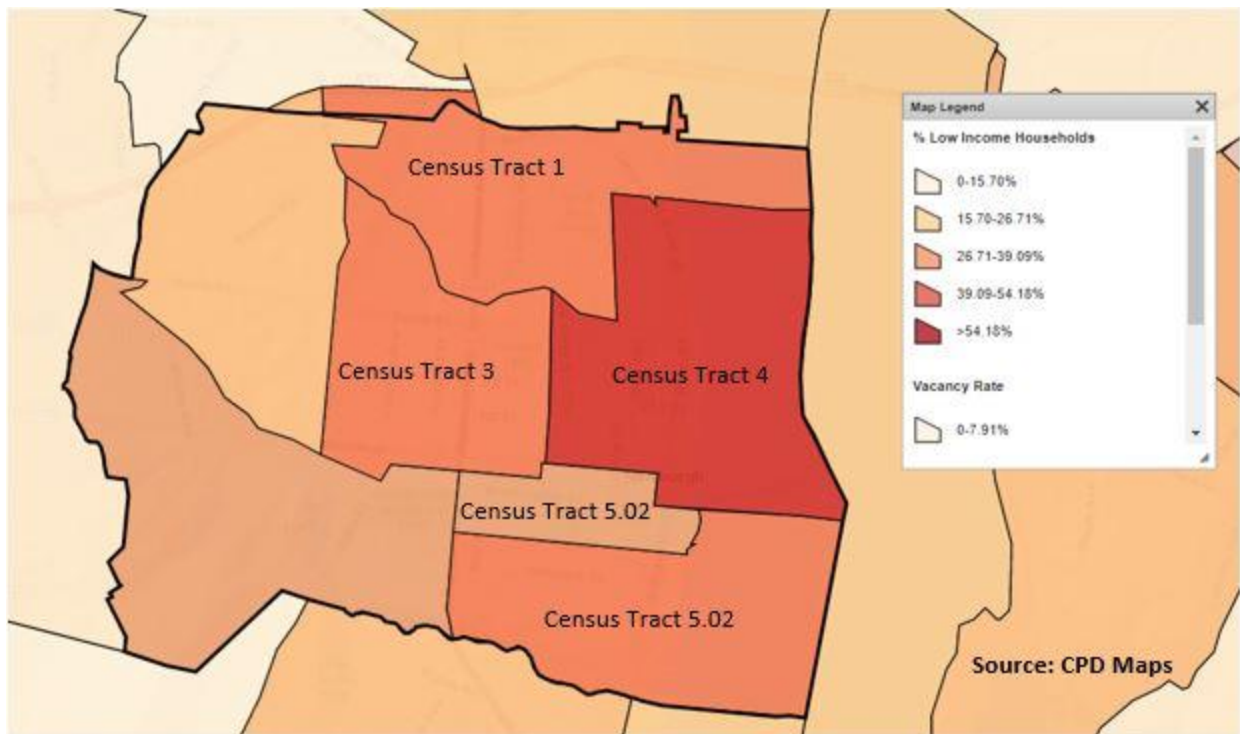
Quality of Life Improvements, includes Park Improvements (City Wide)



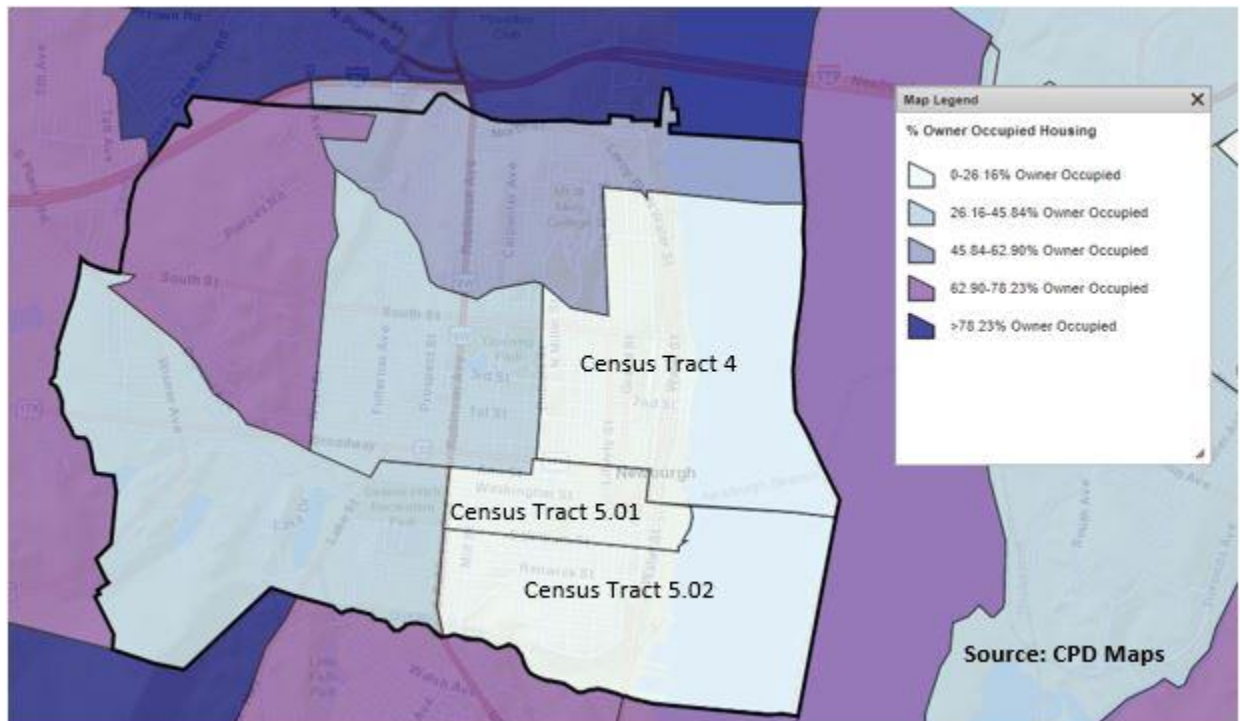
Unemployment



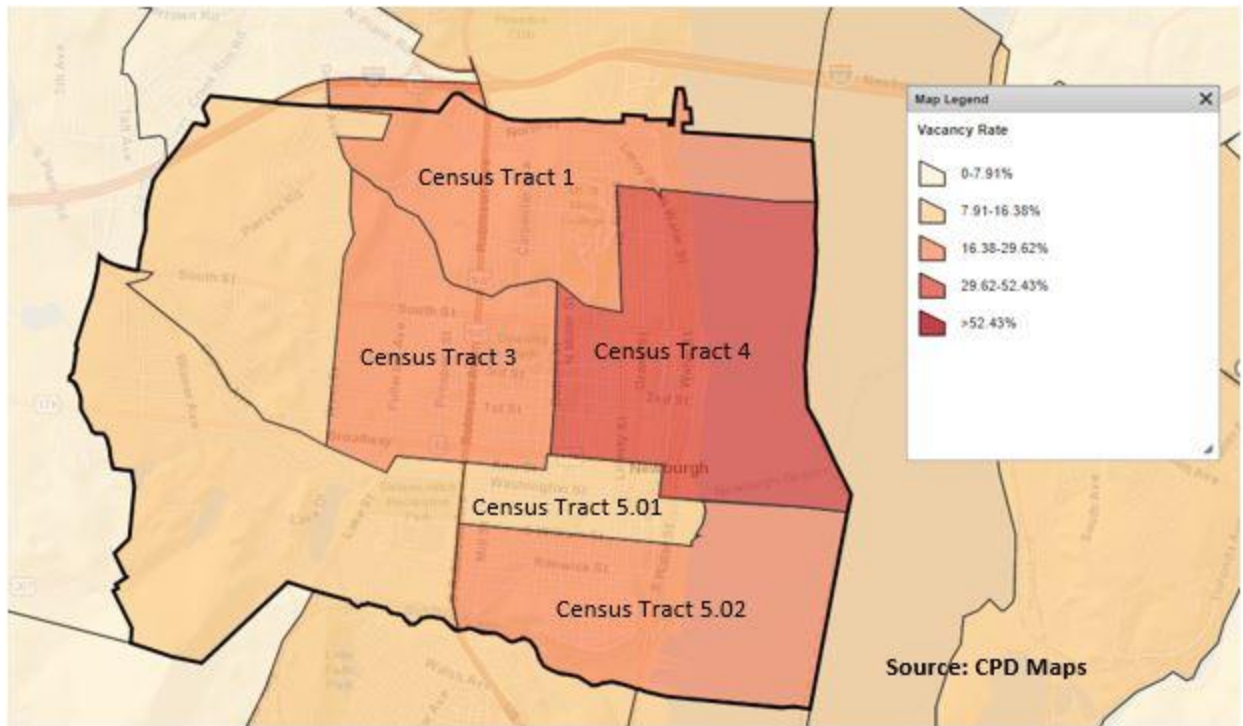
Poverty Rate



% Low Income Households



% Owner Occupied



Vacancy Rate

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	Infrastructure Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Physical Disabilities
	Geographic Areas Affected	City Wide Census Tracts 4 & 5
	Associated Goals	Infrastructure Improvements
	Description	Infrastructure improvements is identified as a high priority need in the City of Newburgh. Improvements include (but are not limited to) sidewalks and curb cuts, streets and sewer upgrades.
	Basis for Relative Priority	Identified during the Master Plan "Visioning" community meetings, as well as Consolidated Plan community outreach meetings.
2	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents

	Geographic Areas Affected	City Wide Census Tracts 4 & 5
	Associated Goals	Economic Development
	Description	Economic Development
	Basis for Relative Priority	Citizen Participation feedback.
3	Priority Need Name	Quality of Life
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	City Wide Census Tracts 4 & 5
	Associated Goals	Quality of Life Improvements
	Description	Quality of Life Improvements, including Park Improvements, Community Policing Initiatives, Neighborhood Service Programs.
	Basis for Relative Priority	Citizen Participation Feedback.
4	Priority Need Name	Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents

	Geographic Areas Affected	City Wide Census Tracts 4 & 5
	Associated Goals	Housing
	Description	Housing
	Basis for Relative Priority	Citizen Participation Feedback.
5	Priority Need Name	Administration
	Priority Level	Low
	Population	Non-housing Community Development
	Geographic Areas Affected	City Wide Census Tracts 4 & 5
	Associated Goals	Administration
	Description	CDBG Program Administration
	Basis for Relative Priority	Citizen Participation Feedback.

Narrative (Optional)

The needs in the target areas are numerous and varied. The principal needs are: 1) Infrastructure Improvements, 2) Economic Development, including workforce development 3) Quality of Life Improvements, including park improvements and 4) Housing.

Infrastructure Improvements rank high in priority needs in the City of Newburgh. CDBG funds are used to leverage other funding sources to maximize the project.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Newburgh, like many distressed communities, is faced with the challenging task of meeting increasing needs with fluctuating and/or decreasing federal and state resources.

The figures shown in the table below reflect HUD's current allocations. The figure for "Expected Amount Available Remainder of ConPlan" anticipates level funding using the FY2020 allocation amounts and projecting those amounts over the four remaining years covered by the Consolidated Plan.

Note: The proposed FY2020 CDBG Projects/Funding spreadsheet includes Project funding % increase/decrease depending on actual FY2020 allocation.

If there are further funding cuts to CDBG over the coming years, the City of Newburgh will adjust accordingly and construct Annual Action Plans reflective of funding realities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	845,000	0	0	845,000	3,200,000	Funds will be used for Administration and Planning, Economic Development, Housing, Public Improvements and Public Services Projects.

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Newburgh continues to cultivate funding partners who can match the City's investment of CDBG funds. The City of Newburgh's administration recognizes that the City's annual entitlement and formula allocations are not sufficient to meet all of its needs. Additional funds need to be raised to ensure that more affordable housing is available for those in need. To that end, the City of Newburgh seeks funds from the County, the State and grants from other entities, both public and private. In particular, the City of Newburgh works closely with the Orange County Office of Community Development as a member of the County's Home Investment Partnership (HOME) Program. The City of Newburgh has historically solicited applications for owner occupied rehabilitation projects for referral to the County program.

CDBG funds are used in conjunction with a number of projects funded through other resources, including:

ADA Curb Ramp/Paving Project: Transportation Alternatives Program (TAP)

Lead Water Service Line Replacement Program: New York State Department of Health

If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan

The City of Newburgh owns a number of properties across the City and is seeking ways to develop these properties to meet the City's housing and economic development needs. The City of Newburgh created sealed bid and auction opportunities for redevelopers to purchase and rehabilitate City owned residential and commercial properties throughout the City with the stipulation that the developer must finish rehabilitation of the structures within 18 months.

Several housing partners in the City of Newburgh work in collaboration to stimulate local planning, economic development and neighborhood revitalization. Housing partners include:

Newburgh Community Land Bank

Habitat for Humanity of Greater Newburgh

RUPCO

Safe Harbors of the Hudson

Independent Living

Regional Economic Community Action Program (RECAP)

Newburgh Housing Authority (NHA)

Discussion

The City of Newburgh continues to leverage CDBG funding with other federal, state and local funds to increase the impact of the project funding.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Newburgh	Government	Economic Development Non-homeless special needs Planning neighborhood improvements public facilities public services	Jurisdiction
Newburgh Housing Authority	PHA	Public Housing	Jurisdiction
Orange County Dept of Health	Government	Non-homeless special needs	Region
Orange County Housing Consortium	Non-profit organizations	Homelessness Ownership Rental	Region
City of Newburgh Industrial Development Authority	Government	Economic Development	Jurisdiction
RUPCO, Inc.	Non-profit organizations	Rental	Jurisdiction
Newburgh Community Land Bank	Non-profit organizations	Ownership	Jurisdiction
SAFE HARBORS OF THE HUDSON, INC.	Non-profit organizations	Homelessness Non-homeless special needs Rental	Jurisdiction
Regional Economic Community Action Program, Inc.(RECAP)	Regional organization	Homelessness Non-homeless special needs public services	Region

Table 15 - Institutional Delivery Structure
Assess of Strengths and Gaps in the Institutional Delivery System

The institutional structure involved carrying out the City of Newburgh's housing, homeless, and community development plan includes, in addition to the Lead Agency, the public, municipal officials, private nonprofit organizations, faith-based and community organizations, public housing agencies and other public institutions. The strength of this structure is that these organizations make up the City's service delivery system and the public often serves as an informal outreach mechanism that helps link residents with services.

The City of Newburgh will continue to work closely with Orange County in several areas including social services and mental health services. The City of Newburgh anticipates continued participation in the Orange County Housing Consortium.

Previously identified gaps in the delivery system, such as the need for Newburgh-based access points to Orange County services have been addressed.

The City of Newburgh will seek to establish new relationships with the private sector to accomplish economic and community development activities.

One of the strengths of the delivery system is the City of Newburgh's outreach and information efforts. The City of Newburgh works diligently to involve and inform as many agencies, organizations and institutions of the HUD programs, and has been successful in this regard. The program information that is disseminated is detailed and identifies the City of Newburgh's priority areas and priority needs. The types of programs and activities that can be funded under each of HUD programs and those activities that are not eligible for funding are clearly defined.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X	X	X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	X

Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 16 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of Newburgh uses a variety of programs and partners to prevent low-income persons from becoming homeless and to support homeless persons and families in obtaining safe, affordable and sustainable housing. These efforts include a continuum of programs ranging from emergency shelters to transitional housing to permanent supportive housing services.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

This delivery system includes a wide range of services for special needs populations and persons experiencing homelessness, and through the Continuum of Care, these programs are coordinated into a citywide strategy to prevent homelessness and address it in a comprehensive manner where it occurs.

The primary strength of addressing homelessness through participation in the Continuum of Care is that it allows continuum partners to focus resources on specific issues in order to avoid duplication of services. The Continuum also allows for a wider array of voices to be heard on what is a wide ranging issue.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The gap in the institutional structure and service delivery system in the City of Newburgh was identified as the need for more and better information sharing among the community, agencies, and organizations that provide services.

The City of Newburgh employs various methods of communication, including text messaging, social media and website posting, as well as public notices and email. The City of Newburgh maintains lists of "Outreach Contacts" to ensure that agencies and organizations receive communication about community programs. The City of Newburgh continues to seek new agency and organization partners, as well as to enhance relationships with existing partners, to improve and better coordinate the delivery of programs and services.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure Improvements	2020	2024	Non-Housing Community Development Infrastructure Improvements	City Wide Census Tracts 4 & 5	Infrastructure Improvements		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 28000 Persons Assisted
2	Quality of Life Improvements	2020	2024	Non-Housing Community Development	City Wide Census Tracts 4 & 5	Quality of Life		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 28000 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
3	Economic Development	2020	2024	Non-Housing Community Development Economic Development	City Wide Census Tracts 4 & 5	Economic Development		Businesses assisted: 15 Businesses Assisted
4	Housing	2020	2024	Affordable Housing	City Wide Census Tracts 4 & 5	Housing		Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Administration	2020	2024	Administration	City Wide Census Tracts 4 & 5	Administration		Other: 1 Other

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Infrastructure Improvements
	Goal Description	Upgrades to City of Newburgh infrastructure, which may include sidewalks/curb cuts, streets, sewers, drinking water protections.
2	Goal Name	Quality of Life Improvements
	Goal Description	Improvements to Quality of Life in the City of Newburgh. Projects to achieve this goal may include upgrades/development of parks, community policing initiatives.
3	Goal Name	Economic Development
	Goal Description	Economic Development initiative in the City of Newburgh. Projects may include business facade/signs, workforce development.
4	Goal Name	Housing
	Goal Description	Projects for the Housing goal may include in rem property maintenance, homeowner assistance support.
5	Goal Name	Administration
	Goal Description	CDBG Administration

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Newburgh has several housing projects being performed by housing partners, including Habitat for Humanity of Greater Newburgh, The Newburgh Community Land Bank, and RUPCO.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Orange County Health Department Healthy Neighborhoods Program conducts home visits in partnership with the Orange County Health Department Public Health Sanitarians, for both the Childhood Lead Poisoning Prevention and Case Management Programs. Door to door outreach events in the City of Newburgh provide the Orange County Health Department with the opportunity to perform inspections, whether or not a residence has a Lead Based Paint Hazard or not.

The Orange County Health Department contacts the City of Newburgh Code Officers to assist at a residence if there are any areas of concern.

How are the actions listed above integrated into housing policies and procedures?

The Orange County Health Department Lead Safe Health Program provides LBP assistance to residents and homeowners.



Steven M. Neuhaus
County Executive

Dr. Irina Gelman, DPM, MPH, PhD
Commissioner of Health



DESCRIPTION OF PROGRAMS:

Community Health Outreach (CHO) is a county and grant-funded division of the Department of Health. With Orange County's commitment to public health education and New York State Department of Health grants targeting specific public health issues, the division strives to improve the quality of life for County residents through outreach, education, referrals and case management. Services are delivered through offices located in the cities of Newburgh, Middletown and Port Jervis. The overarching goal is to foster behavior changes that will result in positive outcomes through the following programs.

COMMUNITY HEALTH OUTREACH

CHO MAIN PHONE NUMBER:

(845) 360-6680

FAX NUMBER:

(845) 360-9306



Public Health Education provides prevention and education programs as well as information surrounding a variety of health topics. Public Health Educators work with hospitals, health care providers, school districts, businesses, community agencies, local coalitions and the general public by providing resources and expertise in the health education arena. Public Health Education programs offered include topics on current trends such as general nutrition, exercise education, tobacco prevention and many other wide-ranging wellness programs. Additionally, the Public Health Educators work closely with the local media to disseminate public health messages for the health and safety of the general population.

PHE Outreach Staff:
PHE/Newburgh Office: (845) 360-6689/(845) 360-6687

Healthy Orange was introduced as a means of addressing rising obesity rates. Data from the National Center for Health Statistics shows that 30 percent of U.S. adults 20 years of age and older – over 60 million people – are obese. The percentage of young people who are overweight has more than tripled since 1980.

Healthy Orange addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco free lifestyle to improve the overall health of Orange County residents. It also addresses the issues surrounding obesity utilizing best practices relative to age appropriate exercise and the fundamentals of good nutrition. Healthy Orange has become the umbrella for programs addressing the core goals.

- Healthy Orange Seniors
- Healthy Orange Daycares
- Healthy Orange Worksites

Healthy Orange Schools and Communities (HOSC) Program was designed by the Orange County Department of Health and Orange County Department of Planning to implement sustainable policy, system and environmental changes in the targeted high-need school districts of Newburgh Enlarged City School District (NECSD) and Port Jervis City School District (PJCS) and the communities where the students and their families live. NECSD is one of the 15 school districts selected for monitoring by New York State. The project will be funded by the NYS Department of Health. The Orange County Department of Health (OCDOH) will serve as lead in the project, in collaboration with the Orange County Department of Planning (OC Planning), to achieve the overarching goals of increasing access to healthy affordable foods and increasing access to opportunities for physical activities. OCDOH has significant experience working with both school districts in assisting with health and wellness programs in their school buildings. OC Planning has an extensive background in working with key county decision makers, including municipalities throughout the county, to implement policy and system change.

HOSC Outreach Staff:

Newburgh Office: (845) 360-6683

Lead Safe Orange (LSO) is the umbrella name under which CHO coordinates our programs concerning lead poisoning, case management and lead hazards. These programs include Lead Poisoning Prevention, Healthy Neighborhoods, and Childhood Lead Primary Prevention. Through LSO, we have combined the outreach efforts of these programs to focus on lead hazards and exposure throughout Orange County.

The Lead Poisoning Prevention Program (LPPP) serves all areas of Orange County. This program tracks all lead testing activity for children in the county ages 6 months and older. Outreach is done via home visits, agency visits, presentations and health fairs to identify children who need testing and to provide information about health services for children. Case management is provided for lead poisoned children (blood lead levels of ≥ 15 ug/dL) including home visits with the family to teach them about lead hazards, prevention

Healthy Neighborhood 1/2

methods, and to ensure medical follow-up for the child. The Environmental Health Division conducts environmental evaluations in the homes of all lead poisoned children. Children with BLL of 10-14 ug/dL receive ongoing monitoring to ensure testing in accordance with NYSDOH guidelines by their medical provider and their families are offered a free lead inspection of their home. In addition, risk reduction education is provided to community groups, schools, health practitioners, landlords and homeowners associations.

LPPP Outreach Staff:
Newburgh Office: (845) 360-6680

The Healthy Neighborhoods Program (HNP) is a primary prevention program providing public health services to targeted geographic areas in Middletown, Newburgh and Port Jervis with a high rate of documented unmet environmental health needs. HNP staff provides education, literature and incentives to residents to assist in identifying lead hazards, methods to control lead hazards, asthma triggers, including exposure to environmental tobacco smoke, and other healthy homes issues.

HNP Outreach Staff:
Newburgh Office: (845) 360-6680
Middletown Office: (845) 341-0101
Port Jervis Office: (845) 858-1407

The Childhood Lead Primary Prevention Program (CLPPP), within the City of Newburgh's Census Tracts 3, 4 and 5, the City of Middletown's Census Tracts 11, 12, 15 and 151 and the City of Port Jervis's Census Tracts 21, 22, and 23, identifies housing at greatest risk of lead-paint hazards and taking action to make them lead safe through lead paint inspection and enforcement. This program offers free training on lead awareness, lead safe work practices and the EPA Renovation, Repair and Painting (RRP) Rule to contractors, property owners, childcare providers, parents, residents, and landlords. The program conducts assessments of housing (HNP) and refers properties to the Public Health Sanitarian for follow up.

CLPPP Outreach Staff:
Newburgh Office: (845) 360-6680

Orange County Health Disparities Initiative (OCHDI) addresses health disparities through community engagement and mobilization focused on improving access to care. OCDOH will partner with Community Voices Heard and Catholic Charities to convene listening sessions focused on issues surrounding access to care. The community will be able to openly discuss their experiences, concerns and barriers for a healthier community. The partners will gather information from the Listening Sessions and create an action plan based on the input and needs of the community. OCHDI will form a planning committee consisting of diverse stakeholders and community members. The members will be representative and reflective of the City of Newburgh. The committee will develop and implement a Community Intervention and Sustainability Plan that identifies community identified health priorities.

OCHDI Outreach Staff:
-Newburgh Office: (845) 360-6680

The Maternal Infant Community Health Collaborative (MICHHC) / Community Health Worker Program (CHWP) works to improve maternal and infant health outcomes in the cities of Newburgh, Middletown and Port Jervis. This is accomplished by interventions aimed at the individual level through needs assessment, case coordination, life planning and referral. We support interventions aimed at the community and environment to improve access for women. We educate on and offer opportunities that promote healthy behaviors. High need women, including pre-conception, prenatal and inter-conception, their infants and families are all eligible to receive home visits, risk assessment, and developmental assessment. We offer group support and education classes. Organizations providing services to high need women, are encouraged and supported to become involved in identifying forces in their communities that contribute to behaviors that negatively impact health. Continued community involvement to identify, design, and promote strategies to improve the overall health of women throughout the life course, is a primary goal of the initiative.

MICHHC/CHWP Outreach Staff:
Newburgh Office: (845) 360-6686
Middletown Office: (845) 346-1130
Port Jervis Office: (845) 858-1407

The Orange County Tobacco Education Program aims to reduce/eliminate tobacco use and its negative effects throughout Orange County. This is accomplished through the efforts of the Public Health Education staff by utilizing:

- School based prevention
- General education
- Policy development
- Smoke free housing information
- Cessation referrals

Tobacco Education Program Outreach Staff:
Newburgh Office: (845) 360-6680
NYS Smokers Quitline: 1-866-NYQUITS

The Adolescent Tobacco Use Prevention Act (ATUPA) is a statewide tobacco enforcement program aimed at reducing the use and accessibility of tobacco to youth under 18 years of age. Youth employees aged 16-17 are trained to conduct compliance checks with adult staff members to ascertain if vendors sell tobacco products to underage youth. Those in violation are provided hearing notices and if found guilty, are fined. Every tobacco vendor in the County receives at least one compliance check yearly. Free vendor education and certification is offered quarterly.

ATUPA Outreach Staff:
Newburgh Office: (845) 360-6692

Tobacco 21 On June 1, 2017, Orange County Local Law No. 2 of 2017 took effect. With this enactment, OCDOH began enforcement similar to ATUPA, but utilizing 19 and 20 year old employees to conduct compliance checks for Under 21 sales of tobacco products.

Tobacco 21 Outreach Staff:
Newburgh Office: (845) 360-6692

The Lyme Disease Prevention Program conducts education in Orange County. The Sr. Public Health Educator or Community Health Worker meets with the public and health care providers in accessible venues to provide risk reduction education. This program assists in the identification of ticks and provides referrals for medical care and information.

Lyme Outreach Staff:
Newburgh Office: (845) 360-6680

The Migrant Health Services (MHS) provides outreach and education services to migrant farm workers in Orange County to reduce the risk of contracting communicable and infectious diseases and improve occupational health and safety. This is a collaborative service between the Orange County Department of Health, the Hudson Valley Migrant Health Program of Hudson River HealthCare, Inc., based in Goshen, and other agencies that serve our migrant farm working population. The primary focus areas of the program are TB, HIV, STDs and injury prevention.

MHS Outreach Staff:
Newburgh Office: (845) 360-6680

These programs, although different in focus, together form a coordinated outreach effort. Personnel in each program actively seek out those in the respective targeted areas who are in need. These coordinated efforts are enhanced by a bilingual staff and training of all workers in the health issues addressed in each of the programs.

Revised: September 2019

Healthy Neighborhood 2/2

Lead Inspections For Your Home



The Healthy Neighborhoods Program of the Orange County Department of Health provides preventative environmental health services in the Cities of Newburgh, Middletown and Port Jervis.

Free Household Products
to residents who take part in a
home visit.

For more information or to make an appointment,
call the Healthy Neighborhoods Program:

- *130 Broadway, Newburgh, NY (845) 360-6680
- *47 Academy Ave., Middletown, NY (845) 341-0101
- *150 Pike St., Port Jervis, NY (845) 858-1407

Steven M. Neuhaus
County Executive

Dr. Irina Gelman, DPM, MPH, PhDc
Commissioner of Health



Lead Inspection Assistance English

Hacemos la Inspección de Plomo en su Hogar



El programa de Vecindarios Saludables del Departamento de Salud del Condado de Orange es un programa de salud designado a proveer servicios que previenen la salud ambiental de la ciudad de Newburgh, Middletown y Port Jervis.

Gratis productos para el hogar a los residentes que tomen parte en recibir una visita.

Para hacer una cita y obtener mas información llame al:

**Programa de Vecindarios Saludables
División de Salud Comunitaria**

***130 Broadway, Newburgh, NY (845) 360-6680**

***47 Academy Ave., Middletown, NY (845) 341-0101**

***150 Pike St., Port Jervis, NY (845) 858-1407**

**Steven M. Neuhaus
County Executive**

**Dr. Irina Gelman, DPM, MPH, PhDc
Commissioner of Health**



Lead Inspection Assistance Spanish

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Newburgh participates in the New York State Governor's Empire State Poverty Reduction Initiative (ESPRI). The goal of ESPRI is to develop new strategies and objectives to address challenges of poverty specific to each community. ESPRI challenge cities to develop a complex understanding of the causes of poverty in their communities, and to imagine ways in which their existing resources could be better utilized and coordinated. City of Newburgh ESPRI is coordinated by United Way of the Dutchess-Orange Region (UWDOR) with a goal "to work together to develop and execute an innovative plan to reduce the number/percentage of households residing in poverty and increase the number/percentage with earned income above poverty."

The Newburgh Ministry was awarded an ESPRI grant to fund the "The Fragile Economies Project." "The Fragile Economies Project" provides peer financial literacy coaching and peer health coaching to 50 City of Newburgh families struggling to make ends meet. The Newburgh Ministry is working in collaboration with Cornerstone Family Healthcare, Independent Living Inc, Marist School of Management, Mount Saint Mary College and The Newburgh Armory Unity Center. Six mini grants were also awarded to organizations in the City of Newburgh.

The ESPRI Task Force meets monthly and provides updates to the "The Fragile Economies Project" as well as other agency initiatives.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City of Newburgh recognizes that the core of many social and housing problems relate to poverty. The objective of poverty reduction requires programming for broad areas including increased accessibility of resources, job training and placement, public services, education, and basic skills development. It is only through comprehensive, coordinated strategies that nurture skills and provide opportunities to gain and retain employment and thus improve the quality of life that people can improve their situation.

Because the nature of poverty is complex and multi faceted, the City of Newburgh will continue to allocate CDBG funds to support projects that benefit low and very low income households. Research shows that some of these services may have a direct impact on lowering the poverty rate for family households. Therefore, as an important goal, the City of Newburgh will, to the extent possible, fund programs that low and very low income households.

Many households in Newburgh need not only higher paying jobs to move them toward self sufficiency, but also ongoing assistance to maintain their status. Casework services and other agencies in the City of

Newburgh provide assistance with food, clothing, transportation costs, and other needed services, and provide additional strategies in addressing the needs of those in poverty.

SP-80 Monitoring - 91.230

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

The City of Newburgh Department of Planning and Development manages and monitors use of CDBG funds to ensure attainment of 5 Year goals. The Department of Planning and Development monitors activities carried out directly by the City of Newburgh itself as well as grantees.

Sub grantees are monitored to ensure compliance with CDBG program requirements. Monitoring follow up is performed to ensure corrective action has been completed. Sub grantee documentation is maintained to ensure monitoring has occurred, as planned.

The City of Newburgh Department of Planning and Development staff work in conjunction with the City of Newburgh Grants Administrator as well as Comptroller's Office to ensure reconciliation between IDIS and KVS, the City of Newburgh's financial system.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Newburgh, like many distressed communities, is faced with the challenging task of meeting increasing needs with fluctuating and/or decreasing federal and state resources.

The figures shown in the table below reflect HUD's current allocations. The figure for "Expected Amount Available Remainder of ConPlan" anticipates level funding using the FY2020 allocation amounts and projecting those amounts over the four remaining years covered by the Consolidated Plan.

Note: The proposed FY2020 CDBG Projects/Funding spreadsheet includes Project funding % increase/decrease depending on actual FY2020 allocation.

If there are further funding cuts to CDBG over the coming years, the City of Newburgh will adjust accordingly and construct Annual Action Plans

reflective of funding realities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	845,000	0	0	845,000	3,200,000	Funds will be used for Administration and Planning, Economic Development, Housing, Public Improvements and Public Services Projects.

Table 18 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Newburgh continues to cultivate funding partners who can match the City's investment of CDBG funds. The City of Newburgh's administration recognizes that the City's annual entitlement and formula allocations are not sufficient to meet all of its needs. Additional funds need to be raised to ensure that more affordable housing is available for those in need. To that end, the City of Newburgh seeks funds from the County, the State and grants from other entities, both public and private. In particular, the City of Newburgh works closely with the Orange County Office of Community Development as a member of the County's Home Investment Partnership (HOME) Program. The City of Newburgh has historically solicited applications for owner occupied rehabilitation projects for referral to the County program.

CDBG funds are used in conjunction with a number of projects funded through other resources, including:

ADA Curb Ramp/Paving Project: Transportation Alternatives Program (TAP)

Lead Water Service Line Replacement Program: New York State Department of Health

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Newburgh owns a number of properties across the City and is seeking ways to develop these properties to meet the City's housing and economic development needs. The City of Newburgh created sealed bid and auction opportunities for redevelopers to purchase and rehabilitate City owned residential and commercial properties throughout the City with the stipulation that the developer must finish rehabilitation of the structures within 18 months.

Several housing partners in the City of Newburgh work in collaboration to stimulate local planning, economic development and neighborhood revitalization. Housing partners include:

Newburgh Community Land Bank

Habitat for Humanity of Greater Newburgh

RUPCO

Safe Harbors of the Hudson

Independent Living

Regional Economic Community Action Program (RECAP)

Newburgh Housing Authority (NHA)

Discussion

The City of Newburgh continues to leverage CDBG funding with other federal, state and local funds to increase the impact of the project funding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Infrastructure Improvements	2020	2024	Non-Housing Community Development Infrastructure Improvements	City Wide Census Tracts 4 & 5	Infrastructure Improvements	CDBG: \$225,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 28000 Persons Assisted
2	Quality of Life Improvements	2020	2024	Non-Housing Community Development	City Wide Census Tracts 4 & 5	Quality of Life	CDBG: \$195,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Other: 1000 Other
3	Housing	2020	2024	Affordable Housing	City Wide Census Tracts 4 & 5	Housing	CDBG: \$270,000	Housing Code Enforcement/Foreclosed Property Care: 80 Household Housing Unit
4	Economic Development	2020	2024	Non-Housing Community Development Economic Development	City Wide Census Tracts 4 & 5	Economic Development	CDBG: \$25,000	Facade treatment/business building rehabilitation: 3 Business Other: 1 Other
5	Administration	2020	2024	Administration	City Wide Census Tracts 4 & 5	Administration	CDBG: \$130,000	Other: 1 Other

Table 19 – Goals Summary

Goal Descriptions

1	Goal Name	Infrastructure Improvements
	Goal Description	Examples of activities funded under this project could include ADA Curb Ramp improvements, sidewalks, streets and water service and sewer lines.
2	Goal Name	Quality of Life Improvements
	Goal Description	Examples of activities funded under this project could include park improvement upgrades, Summer Film Festival.
3	Goal Name	Housing
	Goal Description	Examples of activities funded under this project could include the In Rem Property Program and homeowner assistance.
4	Goal Name	Economic Development
	Goal Description	Examples of activities funded under this project could include Economic Development initiatives such as business signage and facade grants and Workforce Development support.
5	Goal Name	Administration
	Goal Description	CDBG Program Administration

AP-35 Projects - 91.420, 91.220(d)

Introduction

The development of the FY2020 Annual Action Plan involved consultation with agencies involved in delivering housing, housing services, and community improvements. Community Outreach meetings were conducted by City of Newburgh Department of Planning & Development staff. Two Public Hearings and Two 30 Day Public Comment Periods were also provided for public feedback of the proposed Projects.

The FY2020 Annual Action Plan Projects are selected to meet the Priority Needs in the City of Newburgh. Priority Needs include, Infrastructure Improvements, Economic Development, Quality of Life Improvements, Housing and Administrative needs.

#	Project Name
1	Housing
2	Infrastructure Improvements
3	Economic Development
4	Park Improvements
5	Community Policing/Neighborhood Services
6	Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Project allocations were determined through community feedback and comments during community meetings and outreach. (Including Public Hearings and Public Comment Periods)

AP-38 Project Summary

Project Summary Information

1	Project Name	Housing
	Target Area	City Wide Census Tracts 4 & 5
	Goals Supported	Housing
	Needs Addressed	Housing
	Funding	CDBG: \$270,000
	Description	Activities to include the In Rem Property Program, Homeowner Assistance Program
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Activities will benefit Low/Moderate income families.
	Location Description	The proposed activities will take place City Wide.
	Planned Activities	Examples of Activity funding include In Rem Property Program and homeowner assistance.
2	Project Name	Infrastructure Improvements
	Target Area	City Wide Census Tracts 4 & 5
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements

	Funding	CDBG: \$225,000
	Description	Complete Streets Project activities.
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Low/Moderate income families in the City of Newburgh will benefit from the proposed activities.
	Location Description	Activities are proposed City Wide.
	Planned Activities	Examples of Activities include ADA Curb Ramp Upgrades and sidewalk improvements.
3	Project Name	Economic Development
	Target Area	City Wide Census Tracts 4 & 5
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$25,000
	Description	Economic Development activities which may include Workforce Development, Business Signage/Facade
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	This Project is proposed for business assistance which will benefit low/moderate families in the City of Newburgh.
	Location Description	The activities are proposed City Wide.
	Planned Activities	Economic Development activities which may include Workforce Development, Business Signage/Facade.
	Project Name	Park Improvements

4	Target Area	City Wide Census Tracts 4 & 5
	Goals Supported	Quality of Life Improvements
	Needs Addressed	Quality of Life
	Funding	CDBG: \$175,000
	Description	Park Improvements
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Low/moderate income families in the City of Newburgh will benefit from the proposed activities.
	Location Description	Proposed locations are City Wide.
	Planned Activities	Planned activities include park improvements.
5	Project Name	Community Policing/Neighborhood Services
	Target Area	City Wide Census Tracts 4 & 5
	Goals Supported	Quality of Life Improvements
	Needs Addressed	Quality of Life
	Funding	CDBG: \$20,000
	Description	Community Policing/Neighborhood Services Projects
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Low/moderate income families will benefit from the proposed activities.
	Location Description	Activities are proposed City Wide.
	Planned Activities	Planned activities include the Summer Film Festival and National Night Out.

6	Project Name	Administration
	Target Area	City Wide Census Tracts 4 & 5
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$130,000
	Description	Administration
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Low/moderate income residents will benefit from the proposed administration activities.
	Location Description	Activities are proposed for the Office of Planning & Development and other locations, as needed.
	Planned Activities	Program administration.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Census Tracts 4 & 5 are the most densely populated areas in the City of Newburgh. Census Tract 5 is significantly Latino (48% of Newburgh's population) whereas Census Tract 4 is predominantly African American (33% of Newburgh's population).

Geographic Distribution

Target Area	Percentage of Funds
City Wide	30
Census Tracts 4 & 5	70

Table 21 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Projects and Activities are focused on the City's low moderate Census Tracts and the needs of residents in those neighborhoods. In particular, activities are targeted to Census Tracts 4 & 5, the downtown neighborhoods and the Heights, as they have been identified as having the greatest need. They continue to suffer from high poverty, the highest percentage of foreclosed, vacant and in rem properties, and high crime rates.

City of Newburgh staff work closely with elected officials, non profit agencies and community groups to determine priority needs within the targeted areas.

Discussion

FY2020 CDBG funds are focused on projects and activities in the City's low-moderate Census Tracts and the needs of residents in those neighborhoods.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section of the Annual Action Plan describes the City of Newburgh's planned actions to carry out the following strategies outlined in the Strategic Plan:

- Planned actions to address obstacles to meet underserved needs;
- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination between public and private housing and social service agencies

Actions planned to address obstacles to meeting underserved needs

The greatest challenge to meeting underserved needs is meeting the increased need for program activities with a limited amount of funding. To overcome this challenge the City of Newburgh continues to leverage CDBG funds with other public and private funds. For example, CDBG funds are used to support the construction of ADA compliant curb ramps as part of the larger Transportation Alternatives Program (TAP) funded streetscape and sidewalk improvements project.

Actions planned to foster and maintain affordable housing

In 2019, the City of Newburgh received joint public and private funding for a housing study to address inequality, poverty, and economic development. The study will analyze current resident data and the profile of the existing housing stock, as well as receive input from Newburgh residents regarding their current housing conditions and needs.

The City of Newburgh places great emphasis upon seeing that decent, safe affordable housing is available for low income residents to the extent possible. Rehabilitation of both rental and owner housing units, is included as part of the Housing priority need, as these efforts keep people in affordable housing and, especially for extremely low income and elderly homeowners, may serve to prevent homelessness.

Actions planned to reduce lead-based paint hazards

Since inception of the CDBG program, all homes older than 1978 scheduled for rehabilitation activities

have received lead based paint testing to determine the extent of lead hazards. Lead that was found has been addressed by interim controls and abatement through covering and/or painting.

The City of Newburgh works with the EPA and Lead Safe Orange to run public outreach programs where we test and educate the general public on the harmful effects of lead. Orange County Health Department, through the Lead Safe Orange Program, in keeping with SP-65 the City of Newburgh also:

- Continues on-going coordination with the Orange County Health Department to determine the incidence of lead poisoning in children and cases where abatement is required; and
- Continues distribution of the “Protect Your Family from Lead in Your Home” pamphlet to homeowners receiving housing rehabilitation services or homebuyer assistance

The Orange County Health Department Healthy Neighborhoods Program conducts home visits in partnership with the Orange County Health Department Public Health Sanitarians, for both the Childhood Lead Poisoning Prevention and Case Management Programs. Door to door outreach events in the City of Newburgh provide the Orange County Health Department with the opportunity to perform inspections, whether or not a residence has a Lead Based Paint Hazard of not.

Actions planned to reduce the number of poverty-level families

The City of Newburgh has an increasingly coordinated anti-poverty strategy of focusing on creation of jobs and improving the local economy through leveraging grant funding for infrastructure improvements and increasing the tax base to reduce property taxes while funding the City operations. Through the New York State Governor's Empire State Poverty Reduction Initiative (ESPRI) and general interface, the City of Newburgh works with community collaborates to increase outreach and opportunity for increased access to health and childcare, housing, and transportation as well as workforce development. For example, in support of the Economic Development Project, the City of Newburgh plans to support workforce development training.

The City of Newburgh also supports the efforts of the Newburgh Housing Authority, which administers the City's Section 8 rental assistance program, the Section 8 Family Self-Sufficiency (FSS) program (which teaches self-help skill to low-income families with children) and maintains public housing.

Actions planned to develop institutional structure

The institutional structure involved carrying out the City's housing, homeless, and community development plan includes the public, municipal officials, private non profit organizations, faith based and community organizations, public housing agencies and other public institutions. The strength of this structure is that these organizations make up the City's service delivery system and the public often

serves as an informal outreach mechanism that helps link residents with services.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Newburgh Department of Planning and Development has strengthened ties to New York State government in active participation in the Governor's ESPRI and with Orange County through coordination with the County Executive, the Department of Planning, Department of Health, and the Department of Community Development. The City of Newburgh continues efforts to collaborate with private sector and not-for-profit agencies, particularly on job identification, creation and training, affordable and subsidized housing, health and safety services, and mental health services. The City of Newburgh Planning and Development Department as well as the City of Newburgh Executive Office continues to seek new relationships with the private sector to accomplish planned economic and community development.

Discussion

The City of Newburgh continues to collaborate with federal, state and local agencies to address obstacles in meeting underserved needs.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Newburgh anticipates receiving \$845,000.00 for the FY2020 Annual Action Plan. Projects include Housing, Infrastructure Improvements, Quality of Life Improvements (ex. Park Improvements) and Economic Development initiatives.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

Discussion

The City of Newburgh anticipates receiving \$845,000.00 for the FY2020 Annual Action Plan. Projects include Housing, Infrastructure Improvements, Quality of Life Improvements (ex. Park Improvements) and Economic Development initiatives.

Appendix - Alternate/Local Data Sources

1	Data Source Name Newburgh Housing Authority
	List the name of the organization or individual who originated the data set. The Newburgh Housing Authority
	Provide a brief summary of the data set. Provided more specific data on numbers of residents, programs and other statistics
	What was the purpose for developing this data set? To provide more complete information about the Housing Authority
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Complete and accurate - concentrated only on the HA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Last year
	What is the status of the data set (complete, in progress, or planned)? Complete
2	Data Source Name Homeless data
	List the name of the organization or individual who originated the data set. Orange County
	Provide a brief summary of the data set. Data on homeless programs
	What was the purpose for developing this data set? To obtain a complete picture of homes services and counts of homeless persons
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Complete and current. Data on Newburgh extracted from countywide summary
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2014 Data
	What is the status of the data set (complete, in progress, or planned)? Complete

Proposed FY2020 Annual Action Plan Budget

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant						
	Housing	Housing	Salaries for 3 full-time employees, In Rem Property Supplies, In Rem Training, Homeowner Assistance Program	\$220,000.00 \$50,000.00	26% 6%	No Change No Change
	Infrastructure Improvements	Infrastructure Improvements	Complete Streets Project (ex. ADA Curb-Cut Upgrades)	\$225,000.00	32%	10%
	Economic Development	Economic Development	Funding to support business requiring workforce development training, Business Signage/Façade Improvements	\$25,000.00	10%	No Change
	Quality of Life Improvements	Park Improvements	Park Improvements, including playground equipment upgrades	\$175,000.00	14%	10%
	Quality of Life Improvements	Community Policing/Neighborhood Services	2020 Children's Summer Film Festival	\$20,000.00	2%	No Change
	Administration	Administration	Program Administration, Staff Salar and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	10%	10%
			Proposed Total FY2020 Allocation	\$845,000.00		

City of Newburgh

Department of Planning and Development

Community Development Block Grant Program

CDBG

Citizen Participation Plan



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SECTION 1 INTRODUCTION

The City of Newburgh has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (“CDBG”) program. This Plan is an essential element of the City of Newburgh’s present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the United States Department of Housing and Urban Development (“HUD”). This Plan supersedes all other Citizen Participation Plans which may have been adopted by the City of Newburgh.

The primary goal of this Citizen Participation Plan is to provide all citizens of the City of Newburgh with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the City of Newburgh’s CDBG program. The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program will lie with the City of Newburgh.

The Citizen Participation Plan, available in English and Spanish, will be posted on the City of Newburgh website, with limited paper copies available, upon request.

SECTION 2 SCOPE OF PARTICIPATION

The City of Newburgh will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of the CDBG program undertaken by the City of Newburgh. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

- Identification and assessment of housing and community development needs; and determination of CDBG project(s).
- Changes and/or amendments to approved CDBG projects; and,
- Assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the City of Newburgh are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

2.1 Availability of Materials

The Consolidated Plan (proposed and final), Annual Action Plan, Substantial Amendments and the Consolidated Annual Performance and Evaluation Report (CAPER) will be made available on the City of Newburgh website, as well as in the Newburgh Free Library, the City of Newburgh Clerk's Office and the City of Newburgh Department of Planning and Development. A limited amount of paper copies will be made available, with reasonable notice. Materials will be made available to persons with disabilities, upon request.

2.2 Citizen Participation

All citizens of the City of Newburgh, especially those of low and moderate income, are encouraged to participate in the CDBG program process. 73% of City of Newburgh residents are considered Low and Moderate Income Persons (2011-2015 American Community Survey [ACS]), with poverty concentrated mostly in the East End.

Meeting and document review notices will be placed in the four (4) local newspapers:

- Orange County Post
- Hudson Valley Press
- Mid Hudson Times
- Times Herald Record

Meeting and document review notices will be placed in a local Spanish-Language publication:

- La Voz (either the monthly publication or on the La Voz website, in the event of an urgent notice.)

As approximately 50% of the residents in the City of Newburgh are Spanish speaking, meeting and document review notices will be available in Spanish, as well as English. Meeting and document review notices will include a request to notify the City of Newburgh if translation services are required. In addition, the City of Newburgh works with many of the local social service organizations to assess whether additional communication channels may be needed to reach City of Newburgh residents.

Spanish interpretation service for public meetings will be made available.

Upon request, the City of Newburgh will provide the Citizen Participation Plan in a format accessible to persons with disabilities.

Local and regional social service agencies and community services as well as faith-based organizations are provided with notice of CDBG meetings and document review.

The local Public Housing Authority (PHA), the Newburgh Housing Authority (NHA) is provided with notice of CDBG meetings and document review. The City of Newburgh makes the NHA aware of this information, so the NHA can include in their required PHA Plans.

SECTION 3 CITIZEN PARTICIPATION CONTACT

The Director of Community Development will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Director of Community Development, with respect to citizen participation shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Director of Community Development may be contacted at:

City of Newburgh
Department of Planning and Development
83 Broadway
Newburgh, NY 12550
(845) 569-9400
(Office located at 123 Grand St. Newburgh, NY 12550)

All questions concerning citizen participation in the community development process, as well as complaints related to the Consolidated Plan, amendments and the CAPER, should be addressed to the Director of Community Development. A response will be provided within 15 business days, where practicable.

SECTION 4 TECHNICAL ASSISTANCE

The staff of the City of Newburgh shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of the CDBG program.

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance requests may be obtained by contacting the Director of Community Development of the City of Newburgh.

SECTION 5 PUBLIC HEARINGS

Citizen participation in the City of Newburgh community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going. Public Hearings may address housing and community needs, as well as proposed activities and review of program year performance. At least two public hearings per year will be conducted.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the City of Newburgh. Public hearings may be held at any site which, in the opinion of the City of Newburgh, provides adequate access for citizen participation.

Hearings will normally be held at the City of Newburgh City Hall. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the City of Newburgh, be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearing

At least one public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to HUD for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by the City of Newburgh to resolve the identified needs.

5.3 Amendment Public Hearings

The City of Newburgh will assure the opportunity for citizen participation during the implementation of the CDBG program when changes to the project are under consideration by the City of Newburgh. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the City of Newburgh shall hold a public hearing on all formal amendments which require HUD approval. For substantial amendments (as defined by HUD) and changes for which HUD approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled CDBG Advisory Committee meetings where such changes or amendments are considered.

5.4 Assessment of Performance Public Hearings

Citizens of the City of Newburgh will be provided with the opportunity to comment on the performance of local elected officials, the Community Development staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the City of Newburgh in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

5.5 Additional Hearings

Other public hearings may be held as deemed necessary by the City of Newburgh in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

A public hearing will be held before the Consolidated Plan is published for comment.

5.6 Limited English Proficiency Residents

The City of Newburgh has followed the guidance provided in HUD's Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English

Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

5.7 Public Hearing Notice

Notice of public hearings will be published in the four (4) local newspapers and the Spanish-language publication (or website) at least seven (7) days prior to the hearing date. The City of Newburgh may waive hearing notice requirements in cases where unusual circumstances justify alternative means of notifying the general public. In such situations, shorter notice may be given, and public notices posted in public places may be used in place of a notice published in the newspaper. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed. Notices for public hearings may be run or posted, separately or together, as may be deemed necessary by the City Manager of the City of Newburgh.

5.8 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.

5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The City of Newburgh shall provide a sign language interpreter whenever the Director of Community Development is notified in advance that one or more deaf persons will be in attendance. The City of Newburgh shall provide a qualified reader whenever the Director of Community Development is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the City of Newburgh shall provide reasonable accommodations whenever the Director of Community Development is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

SECTION 6 PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the City of Newburgh shall make reasonable effort to assure that CDBG program

information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Director of Community Development will keep all documents related to a CDBG program on file in the City of Newburgh. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required by HUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from the City of Newburgh; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the City of Newburgh disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the City of Newburgh shall not disclose any information which may, in the opinion of the City Manager, be deemed of a confidential nature.

SECTION 7 PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments to the City of Newburgh.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Director of Community Development. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by Director of Community Development, then the aggrieved may appeal his/her case to the City of Newburgh.

Local elected officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where

practicable. Should the City of Newburgh be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to HUD.

Citizens may, at any time, contact HUD directly to register comments, objections or complaints concerning the City of Newburgh's CDBG program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting HUD.

All comments or complaints submitted to HUD shall be addressed in writing to:

U.S. Department of Housing and Urban Development
Attn: Community Planning and Development Division
26 Federal Plaza
New York, New York, 10278

Records of all comments, objections and/or complaints by citizens concerning the City of Newburgh's CDBG program and subsequent action taken in response to those comments shall be maintained on file at the City of Newburgh and shall be made available for public inspection upon request.

SECTION 8 AMENDMENTS

8.1 Amendments to the Citizen Participation Plan

The City of Newburgh may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the City of Newburgh to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the City of Newburgh. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Citizen Participation Plan will be made as necessary. All amendments shall be approved by resolution of the City of Newburgh and shall be incorporated into this Plan.

8.2 Amendments to the CDBG Consolidated Plan

The City of Newburgh will solicit and provide for citizen participation in all instances where a substantial amendment to the Consolidated Plan is necessary.

The following changes define a substantial amendment:

- Substantial changes in the CDBG plan that directly affects the City of Newburgh Consolidated Plan. For the Annual Action Plan, a substantial change would constitute a change of more than 25 % of the total grant award funding the activity.
- To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income) not previously identified in the Plan.
- To change the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized.

Changes that are not considered substantial amendments:

- Changes to the CDBG budget for a project by an amount that is less than 25%;
- Consolidated Plan data updates: Consolidated Plan data updates such as census data, income limits, and fair market rents, HOME high and low market rents, Home subsidy limits, and similar types of data shall not be considered a substantial amendment;
- Minor change in project location: A minor change in location on a specific property is not considered a substantial change as long as the purpose, scope, and intended beneficiaries remain essentially the same;
- Project Budget Line Item change: The transfer of some (but not all) funds within a project from one approved budget line item to another approved budget line.

SECTION 9 ADDITIONAL INFORMATION - DEVELOPMENT OF THE CONSOLIDATED PLAN

Before the City of Newburgh adopts a Consolidated Plan, the City of Newburgh will make available to citizens, public agencies, and other interested parties information that includes:

- The amount of assistance the City of Newburgh expects to receive (including grant funds and program income);
- The range of activities that may be undertaken;
- The estimated amount of funding that will benefit persons of low- and moderate-income;
- The City of Newburgh's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the City of Newburgh will make available (or require others to make available) to persons displaced, even if the City of Newburgh expects no displacement to occur;
- When and how the City of Newburgh will make this information available.

A summary of the proposed Consolidated Plan will be published in the four (4) local newspapers:

- Orange County Post
- Hudson Valley Press
- Mid Hudson Times
- Times Herald Record

The summary shall include:

- A description of the contents and purpose of the Consolidated Plan; and
- A list of the locations where copies of the entire proposed Consolidated Plan may be examined.

The City of Newburgh will provide a reasonable number of free copies of the Consolidated Plan to residents of the City of Newburgh and groups who request a copy.

As noted in Section 5.5, at least one public hearing during the development of the Consolidated Plan will be held.

The City of Newburgh will consider any comments and views of City of Newburgh residents received in writing or presented orally at the public hearing(s) in preparing the final Consolidated Plan.

SECTION 10 AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City of Newburgh in the development, implementation and execution of the Community Development Block Grant program.

City of Newburgh
Department of Planning and Development
Community Development Block Grant Program

FOUR-FACTOR ANALYSIS and LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY PERSONS



Effective Date of Plan: 2019

Purpose

In compliance with Executive Order 13166, the City of Newburgh has conducted a Four Factor Analysis (FFA) and developed a Language Access Plan (LAP). The FFA and LAP were developed in order to assist Limited English Proficiency (LEP) persons with meaningful access to information and programs of the City's Community Development Block Grant (CDBG) Program.

History

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

The City of Newburgh Four-Factor Analysis

The Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Newburgh will undertake to guarantee access to the City of Newburgh CDBG information and programs by LEP persons.

LEP individuals are persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. The City of Newburgh will reassess language needs periodically as needed, but at least every two years starting from the effective date of this plan.

1. Determining the LEP population in the City of Newburgh

The City of Newburgh utilized American Community Survey Data Tables # DP-1, DP02, DP05. Based on this data, the City of Newburgh meets the 1,000 or 5% LEP persons threshold for Spanish speakers.

The 2010 U.S. Census identified a population of 13,814 individuals of Hispanic or Latino background in the City of Newburgh, or 47.9% of the population:

HISPANIC OR LATINO AND RACE		
Total population	28,866	100.0
Hispanic or Latino	13,814	47.9

Source: 2010 Census Summary, American FactFinder, U.S. Census Bureau

The 2013-2017 American Community Survey estimates that the population of individuals of Hispanic or Latino background in the City of Newburgh has increased to 14,408, or 50.7% of the population:

HISPANIC OR LATINO AND RACE				
Total population	28,444	28,444	28,444	28,444
Hispanic or Latino (of any race)	14,408	50.7%	14,408	50.7%

Source: 2013-2017 American Community Survey 5 Year Estimates

42.6% of the population speaks Spanish at home. Of that population, 20.6% speak English less than "very well":

LANGUAGE SPOKEN AT HOME				
Population 5 years and over	25,763	25,763	25,763	25,763
English only	13,997	54.3%	13,997	54.3%
Language other than English	11,766	45.7%	11,766	45.7%
Speak English less than "very well"	5,664	22.0%	5,664	22.0%
Spanish	10,985	42.6%	10,985	42.6%
Speak English less than "very well"	5,319	20.6%	5,319	20.6%

Source: 2013-2017 American Community Survey 5 –Year Estimates

2. The frequency with which the LEP persons come into contact with the program.

The program includes the possibility of housing rehabilitation, small business assistance and public services. In addition, the program requires public participation and input. All citizen participation activities are open to the general public. Therefore, residents are likely to have considerable direct contact with the program and its staff.

Through past experiences, the City of Newburgh determined that on average, there are 2-3 Spanish speaking LEP persons contacting the City of Newburgh on a daily basis for information or assistance. Because of this, the City of Newburgh is committed to maintaining bilingual staff serving in both reception and case

management. The City of Newburgh bilingual management staff in order to resolve higher level concern of Spanish speaking LEP persons. Contacts with LEP persons who speak other languages are infrequent.

3. Importance of Program Services/Activities to the LEP Persons.

The proposed projects may provide direct assistance to project area beneficiaries related to housing rehabilitation assistance, small business assistance and public services projects. The nature of the activity or service is of significant importance to the proposed project area(s) residents. LEP persons come into contact with the CDBG program. All citizen participation activities are open to the general public.

4. The resources available and costs.

City of Newburgh staff have been identified to provide written translation of CDBG program documents and announcements. City of Newburgh staff are available to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of a proposed project. Language interpretation equipment is available to assist during meetings. Translation activities are an eligible CDBG administrative expense. Therefore, LAP measures are reasonable given the resources available to the City of Newburgh.

Certification: Based on the above Four-Factor Analysis, the City of Newburgh is required to develop a LAP. The City of Newburgh will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

City Manager

Date

The City of Newburgh Language Access Plan (LAP)

The City of Newburgh is committed to providing equal opportunity housing in a non-discriminatory manner, and in complying fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. This includes complying with Title IV of the Civil Rights Act of 1964 to ensure meaningful access to programs and activities by LEP persons.

The LAP details how language access services will be provided to LEP persons in the City of Newburgh with meaningful access to CDBG programs and information. Language access services shall include:

- Identifying and translating those documents most commonly distributed to the public that contain or elicit important and necessary information about the CDBG program or programs funded through the CDBG program.
- Providing interpretation services, when requested.
- Posting bilingual signage in certain locations in the City of Newburgh about the availability of free interpretation services, when requested.

Language Access Plan: As a result of the preceding Four-Factor Analysis, the City of Newburgh has identified the following language assistance steps to be provided on an as needed basis by the City of Newburgh throughout the implementation of the CDBG program.

Assistance	Action
Provide documents and notices in language that can be easily understood by the public at large.	Ensure that all documents and notices can be easily understood by the public at large, and that information is accessible to a range of literacy levels.
Oral and written Spanish translation services.	☐ Maintain list of City of Newburgh staff who can provide oral and written translation, as necessary. <i>Note: CDBG funds can assist with translation staff.</i>
Assessment of language needs.	☐ Provide English/Spanish cards asking if individuals needs language assistance. ☐ Provide City of Newburgh staff who can provide oral and written translation, as needed.

Publish all CDBG citizen participation documents, project-related resolutions, public notices, and amendments in English and Spanish.	☐ Post in City of Newburgh public facilities. ☐ Posted on the City of Newburgh website, City of Newburgh Social Media.
Post bilingual (English/Spanish) signage in certain locations in the City of Newburgh about the availability of free interpretation services, when requested.	☐ Place bilingual (English/Spanish) signage in City of Newburgh Public Buildings.
Inform LEP persons that other program materials are available upon request.	☐ Include the bilingual (English/Spanish) statement on all CDBG program advertisements: "Other program materials are available in Spanish, upon request."
Provide all CDBG citizen participation documents, project-related resolutions, public notices, and amendments in English and Spanish.	Publish in: ☐ Hudson Valley Press (Weekly) ☐ Mid-Hudson Times (Weekly) ☐ Orange County Post (Weekly) ☐ Times Herald Record (Daily) ☐ La Voz (Monthly Publication in Spanish)
Inform LEP individuals that translators will be available at public meetings, upon request.	☐ All citizen participation notices will include a statement that translators will be available at public meetings upon prior request. Request must be made a minimum of 14 days prior to the scheduled meeting. ☐ Provide Spanish translator upon request.
Inform LEP individuals of the availability of free interpretation services.	☐ Provide notice of interpretation service availability.
Inform LEP individual that the City of Newburgh will provide an independent interpreter in conducting official City of Newburgh business (ex. signing contracts). Inform LEP individual they will not be permitted to use an independent interpreter of his or her choosing when filling out applications or when involved in other legal matters. In general, a LEP individual may not use a family member, friend or minor as an interpreter while conducting official City of Newburgh business.	☐ Provide independent interpreter when needed.

<i>Note: The LEP individual may be permitted to use an interpreter of his or choosing, provided he or she completes a written consent form.</i>	
A LEP individual may be permitted to use a family member, friend or minor as an interpreter for routine matters, such as asking for directions, asking for hours of operation or rescheduling an appointment.	☐ Inform LEP individual that he/she may be permitted to use a family member, friend or minor as an interpreter for routine matters, such as asking for directions, asking for hours of operation or rescheduling an appointment. ☐ Prepare English/Spanish card for informing LEP individual of this action, if needed.
Assess LEP population in the City of Newburgh on a regular basis. Update the LAP.	☐ Consult with staff, City Officials. ☐ Conduct formal review of LEP population in the City of Newburgh no less than every 2 years, from adopted date of current plan, to ensure the populations of the various language groups within the jurisdiction and their needs are reflected in the provision of primary-language services. At that point the Plan will be reviewed to determine if the existing LEP services are sufficient to meet the needs of LEP clients.
Provide Language Access Training to City of Newburgh staff. <i>Note: New staff must complete training within 60-days of start date.</i>	Annual Training to include: ☐ Legal obligations to provide meaningful access to benefits and services to LEP individuals. ☐ How to assess language assistance needs. ☐ How to access language assistance services. ☐ How to work with interpreters. ☐ Cultural sensitivity. ☐ Documenting language needs of LEP individuals. ☐ How to obtain written translation services.

City of Newburgh Language Action Plan Adopted:

Date Adopted

Resolution

City Manager (Signature)

RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
A HUDSON RIVER VALLEY GREENWAY PLANNING GRANT
IN AN AMOUNT NOT TO EXCEED \$10,000.00 FOR
A BICYCLE MASTER PLAN PROJECT**

WHEREAS, the City of Newburgh Transportation Advisory Committee has requested that the City of Newburgh apply to the Hudson River Valley Greenway for a planning grant under the Hudson River Valley Greenway Planning Grant Program for a project entitled the Bicycle Master Plan Project to be located in the City of Newburgh; and

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located; and

WHEREAS the City intends to request a grant award in the amount of \$10,000.00 with a match to be derived from in-kind volunteer hours and donations; and

WHEREAS, if awarded, the funding will be used to build from the Complete Streets Workshop to create a Bicycle Master Plan for the City of Newburgh; and

WHEREAS, this Council has determined that making such application 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 a Hudson River Valley Greenway Planning Program Grant in an amount not to exceed \$10,000.00 for a project known as Bicycle Master Plan Project to be located in the City of Newburgh.



Hudson River Valley Greenway

BARNABAS MCHENRY
Chairman
Greenway Council

KEVIN BURKE
Chairman
Greenway Conservancy

SCOTT KELLER
Acting Executive Director

Hudson River Valley Greenway Planning Grant Application

Note: You must save this form to your computer before filling it out.

Forms must be completed using Adobe Acrobat 7.0 or higher.

Part A – Grant Type

Please select the category of Hudson River Valley Greenway Grant program to which you are applying:

Greenway Community Grant Program: Open to all designated Greenway Communities

Greenway Compact Grant: Open to communities that have adopted an approved Greenway Compact Plan

For a map of the Greenway Communities and Compact Communities, please visit hudsongreenway.ny.gov/greenway-area-map.

Part B – Applicant Information

1. Lead Applicant Community: (Fiscal Agent)

of:

In County:

NYS Vendor ID#:

Federal Tax ID#:

Co-Applicant(s):

In County:

In County:

In County:

Applications must be received by close of business on deadline. 2019 deadlines are Feb 8, May 10, Sep 6, & Nov 8.

2. Signatory & Lead Contact Information

Signatory of Lead Applicant Community

Name:

Title:

Mailing Address:

City:

State:

Zip:

Phone:

Email:

Lead Contact Person (if different from Signatory)

Name:

Title:

Mailing Address:

City:

State:

Zip:

Phone:

Email:

Part C – General Project Information

1. Project Name:

2. Project Location (Site Address):

City/Town/Village(s):

State: NY

Zip:

County/Counties:

3. Applicant's Interest in Property (e.g. own, lease, easement, etc.):

4. Please list any local, state, and federal permits or reviews that are necessary for this project, and indicate whether you have applied for these:

5. Letters of Support: Below, please list the names of the organizations providing any attached support letters demonstrating that the project is endorsed by project site owners (if not applicant), co-applicants, involved state or federally operated sites or municipalities, and any other individuals or organizations.

Applications must be received by close of business on deadline. 2019 deadlines are Feb 8, May 10, Sep 6, & Nov 8.

Part D – Project Description & Consistency with Greenway Goals

1. Please provide a brief, 50-word summary of the proposed project.

2. Please choose only one of the following project types:

Open-space inventory/preservation

Natural resource inventory/preservation

Recreational/trail

Other, please specify:

Comprehensive/master planning

Date of last comp/master plan or update:

Will this project produce a plan or planning document?

If “yes”, include a proposed timetable for implementation (after completion of the document or plan), a description of the implementation steps, and whether funding sources for the implementation have been identified or secured. (100 words or fewer).

3. If your municipality is a participating [Greenway Compact](#) community and applying under the **Greenway Compact Grant Program**, please describe the consistency with your county’s [Greenway Compact](#). List the name of the approved regional or county Greenway Compact Plan, and demonstrate how this project is consistent with the plan by citing specific sections or pages (100 words or fewer).

4. Please describe (1) The purpose of the project, location, need, and the deliverable that will be produced with Greenway grant funds; (2) How the proposed project advances each of the five [Greenway Criteria](#); (3) If the project is an intermunicipal or collaborative effort, briefly describe the partnerships and how the project reinforces regional planning or cooperation. Please attach photographs, maps, renderings, etc., if applicable. If your description will not fit in the space below, attach a narrative of no more than 2 pages, in no smaller than size 10 font.

Part E – Project Timeline

Briefly list the proposed work program, by task or phase, associated with the project to be funded under this grant request. **This grant can only cover work performed and completed after the award date. This date also applies to all match counted toward awards.**

Project Start Date: _____ Expected Project Completion Date: _____

<u>Description</u>	<u>Start Date</u>	<u>Completion Date</u>
Phase/Task 1: _____	_____	_____
Phase/Task 2: _____	_____	_____
Phase/Task 3: _____	_____	_____
Phase/Task 4: _____	_____	_____
Phase/Task 5: _____	_____	_____
Phase/Task 6: _____	_____	_____
Phase/Task 7: _____	_____	_____
Phase/Task 8: _____	_____	_____
Phase/Task 9: _____	_____	_____
Phase/Task 10: _____	_____	_____

Budget: For your application to be considered complete and accepted, you must fill out the Budget Summary Excel file. Please send this Excel file. Do not print out and scan.

Part F - Approved Municipal Resolutions

1. *Greenway Community* Resolution or Greenway Compact Local Law:

Please attach a copy of the adopted municipal resolution endorsing the community's designation as a *Greenway Community*. A municipality must be a *Greenway Community* to receive funding under the Greenway Communities Grant program. For municipalities applying for a Greenway Compact Communities Grant, please attach a copy of the local law by which your community adopted the relevant county or regional Greenway Compact Plan. Applicants may call the Greenway office to ask if the Greenway already has this on file.

2. Municipal Grant Request Resolution:

All applicants are required to pass a resolution by the governing body authorizing the grant application.

Note: If your board does not meet until after the application deadline, please complete the following:

The municipal board will be considering a resolution for this project to be voted on the following date:

_____. The resolution will be sent to the Greenway office within 48 hours of this meeting date.

Sample Municipal Resolution

WHEREAS, the _____ (name of municipality) is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Planning Grant Program for a project entitled _____ (Project Name from Part C #1) to be located in _____ (town/village or city),

NOW, THEREFORE, be it resolved that the governing board of _____ (municipality) hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Planning Grant Program, for a project known as _____ (Project Name from Part C #1) and located within this community.

_____ Date of Adoption

_____ Name of Municipal Clerk

_____ Signature

Part G - Certification

Elected Official Certification: Please read and sign the following. Digital Signatures are acceptable.
Unsigned applications will not be considered for funding

"I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law."

Signature: _____

Print Name: _____

Title: _____

Date: _____

Applications must be emailed by the close of business on due date to
grants@hudsongreenway.ny.gov
Late, incomplete or faxed applications will not be accepted.

Please call to confirm receipt of emailed applications (518-473-3835). Please use PDF format for all additional materials (support letters, maps, pictures, financial statements etc). Electronic signatures are acceptable. When completing a PDF application, [Adobe Reader](#) is required.

Please use subject line "Hudson River Valley Greenway Planning Grant for (NAME OF APPLICANT)"

Applications must be received by close of business on deadline. 2019 deadlines are Feb 8, May 10, Sep 6, & Nov 8.

Application Requirements & Checklist

Please note: Applicants must complete or release previously awarded projects through the Hudson River Valley Greenway Planning Grant Program before being eligible to receive funding in this round.

You must submit the following by the deadline. Failure to include any of the required elements will make your application ineligible for consideration.

- _____ **1) Email Submission:** A complete electronic copy of all application materials (listed in 2-8 below), a single PDF document is preferred. Attach original Excel budget as separate file
- _____ **2) Completed Application forms including signature by Elected Official (see Part G)**
- _____ **3) Completed Budget Summary Excel File** (do not print out and scan)
- _____ **4) Financial Information:** Municipalities must include Federal Tax ID# (see Part B)
- _____ **5) Greenway Community Resolution or Greenway Compact Local Law (see Part F)**
- _____ **4) Resolution(s):** All applicants are required to pass a resolution by the governing body authorizing the grant application. The applicant municipality must obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located. Include the signed and dated resolution in your application.
Note: If your Board does not meet until after the application deadline, please complete the certification in Part F on page 5.
- _____ **5) Support Letters:** The applicant must include support letters demonstrating that the project is endorsed by co-applicants, project site owners (if not applicants), and all involved state or federally operated sites or any municipalities.
- _____ **6) Supporting Information:** Where appropriate, include photos, plans, drawings and other documents that highlight the need for this project. Any additional evidence of support including materials that indicate that the proposal is a part of a larger initiative; news clippings, award announcements, and any other evidence of the project's impact and support in the community from entities that will benefit from the project, are encouraged but are not required.
- _____ **7) Ownership Interest:** Include documentation of ownership interest in the property (deed) if applicable, and, if the applicant is not the landowner, a written agreement with the landowner.
- _____ **8) Legal Compliance:** Please indicate that you have applied for all local, state and federal permits. Your project must comply with all local, state and federal laws and requirements. Funds will be contingent on proof of such permits.

Applications must be received by close of business on deadline. 2019 deadlines are Feb 8, May 10, Sep 6, & Nov 8.



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 Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Community Participation informing Bike Master Plan	NAME OF DEPARTMENT REQUESTING GRANT: Transportation Advisory Committee	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Naomi Hersson-Ringskog
NAME OF GRANT/NAME OF AWARDING AGENCY: Hudson River Valley Greenway Community Grant	GRANT SUBMITTAL DATE: November 8, 2019	AMOUNT OF AWARD: \$10,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: Building off of a recent complete streets workshop in June 2019, TAC would like to continue to build participation, education, and plans for informing a bike master plan. For this community action grant, the scope of project is divided into three phases. It includes evaluating existing conditions (SWOT and Data Analysis); implementing transportation tactics (series of projects designed to advance community bike goals); and setting up a street scoresheet (baseline metrics and KPIs with measurable goals). Part of this will : • survey existing bike routes and existing literature/documentation • analyzing existing data on cycling as available such as bikes onboard the ferry, bridge crossings, bike injuries/crashes, on-road counts • define priority corridors • recommend design typologies for varying street conditions • engage and educate public about bicycling safety		



City of Newburgh

GRANT APPLICATION FORM

- identify areas for bicycle parking facilities
- define next steps and funding for pursuing a master bike plan

We will also build in pilot project to develop better data around cycling including more qualitative things such as local sentiment.

Key Stakeholders:

We would seek the participation, coordination and/or collaboration of the following:

City of Newburgh Planning* & Engineering*

Planning Board*

OC Planning Creating Healthy Schools and Communities*

Faith-based Organizations & Churches

Newburgh Free Academy* & PTOs*

Newburgh Free Library

Motorcyclopedia & Blacc Vanilla Cafe*

The Armory Unity Center

RECAP, Catholic Charities & Newburgh Ministry*

Safe Harbor & Habitat for Humanity*

*These organizations already participated in the Complete Streets workshop.

Project Timeline: (ex. Dates)

January- March 2020 - Aggregate, Review and Analyze Existing Conditions

April- June 2020- Planning of Transportation Tactics and Launch of Pilot programs

June- September 2020- Data Synthesis, score sheet, and Recommendations

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: The TAC plans on using donated materials in-kind volunteer hours & donations for the match

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: No in-kind services required by City Staff

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS: I recommend we do the resolution to apply for only.
Helen Reilly

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE:_____



City of Newburgh

GRANT APPLICATION FORM

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: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Sample Municipal Resolution

WHEREAS, the _____ (name of municipality) is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Planning Grant Program for a project entitled _____ (Project Name) to be located in _____ (town/village or city),

NOW, THEREFORE, be it resolved that the governing board of _____ (municipality) hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Planning Grant Program, for a project known as _____ (Project Name) and located within this community.

_____ Date of Adoption

_____ Name of Municipal Clerk

_____ Signature

RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A NEW AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION FOR REIMBURSEMENT OF THE COST OF
WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT**

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

WHEREAS, there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized the City Manager to enter a Contract with the New York State Department of Environmental Conservation (the "Contract") for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct; and

WHEREAS by Resolution No. 326-2017 of November 27, 2017 and Resolution No. 227-2018 of August 13, 2018, the City Council authorized Amendments No. 1 and No. 2 to the Contract because the need for the temporary alternate source of drinking water was anticipated to extend past the original end date of the Contract; and

WHEREAS, the need to for the temporary alternate source of drinking water is anticipated to extend past the amended end date of Amendments No. 1 and No. 2 to the Contract and the Parties have determined that a new Contract for reimbursement of the costs associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct is necessary, appropriate, and in the best interest 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 a new Contract with the New York State Department of Environmental Conservation for a term of 3 years with two 1-year extensions in an amount not to exceed \$6,171,975.00 for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONTRACT C010219**

THIS CONTRACT is entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233 and the City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550.

WITNESSETH:

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and,

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and,

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and,

WHEREAS, there is a need to continue to provide a temporary alternate source of drinking water to residents of Newburgh; and,

WHEREAS, the Department and Newburgh are in discussions as to how provide for a permanent solution to the need for Newburgh water; and,

WHEREAS, Newburgh has access to New York City's Catskill Aqueduct as a backup source of drinking water; and,

WHEREAS, after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches, the Department has determined that this can best be accomplished through a Contract.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1: SCOPE

- A. Newburgh agrees to continue to obtain water from the Catskill Aqueduct for the use of its customers. Payment for the water will be made by Newburgh to New York City pursuant to a separate agreement between Newburgh and New York City.
- B. The Department agrees to pay Newburgh for the actual cost of purchasing water from New York City as a temporary alternative water supply. Payment shall be based upon Article 2 of this

Contract.

ARTICLE 2: PAYMENT

- A. The Department shall pay to Newburgh and Newburgh shall accept from the Department as full compensation for the purchase of Catskill Aqueduct water an amount not to exceed \$6,171,975 .
- B. Payment will be made to Newburgh at the established New York City Water Board rates in effect at the time of usage.
- C. Upon approval of the contract by the Office of the State Comptroller, the Department will make an advance payment of \$858,000 to Newburgh.
- D. Newburgh shall submit invoices to the Department quarterly, with supporting documentation demonstrating the actual costs incurred and paid by Newburgh during the previous quarter for the purchase of New York City water. The Department will reimburse Newburgh for the actual costs incurred and paid by Newburgh for the purchase of New York City water.
- E. The Department will authorize payment within 10 days of receipt of invoices and supporting documentation submitted per paragraph D of this article. The Department will make best efforts to arrange payment within 30 days of receipt of those invoices and supporting documentation.
- F. At the end of the contract, the Department will perform a final reconciliation and Newburgh shall return unused advance funds, if any, to the Department within 30 days from the Department's notice to Newburgh of any overpayment.
- G. Newburgh will submit requests for payment, together with supporting documentation, to the Department. Request for payment must be submitted within 45 days of the end of each State fiscal year which is March 31. Failure to comply with this request or notify the Department in writing prior to March 31st regarding billing problems shall operate as a waiver by Newburgh for reimbursement by the Department.
- H. If the term of this Contract encompasses more than one State fiscal year, Newburgh shall incur no costs hereunder in subsequent fiscal years without the express written authority of the Department.
- I. Payments for expenditures incurred under this contract will be rendered electronically to Newburgh unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. Newburgh shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by e-mail at epayments@osc.state.ny.us. Newburgh acknowledges that it will not receive payment under this Contract if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

ARTICLE 3: TERM

- A. The term of this Contract shall be from November 1, 2019 to October 31, 2022. The Contract shall be effective upon approval by the Office of the State Comptroller.
- B. This Contract may be extended for a maximum of two one-year periods upon the mutual written consent of both parties and the approval of the Office of the State Comptroller.
- C. Amendments other than exercising the term options above must be in writing and submitted to the Attorney General and the Office of the State Comptroller for approval.

ARTICLE 4: NOTICES

Wherever it is provided in this Contract that notice shall be given or other communications sent to the Department or Newburgh, such notices or communications shall be delivered or sent by First Class Mail to:

Department:
George Heitzman
Director, Remedial Bureau C
Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7014
Telephone Number: (518) 402-9662
E-Mail: george.heizman@dec.ny.gov

Newburgh:
Todd Venning
City of Newburgh Comptroller
83 Broadway
Newburgh, NY 12550
Telephone Number: (845) 569-7360
E-Mail: tvenning@cityofnewburgh-ny.gov

ARTICLE 5: LIABILITY

Newburgh shall be responsible for all damage to life and property due to activities of Newburgh, its subcontractors, agents, or employees, in connection with its Services under this Contract, and this obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that Newburgh shall indemnify and save harmless the Department, its officers, employees, agents, and assigns in accordance with the provisions of Appendix B, Clause II.

Nothing in this Contract is intended to obligate Newburgh to indemnify the State or any other party with

respect to the PFOS contamination.

Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against Newburgh or the State of New York beyond such as may legally exist irrespective of this Article or this Contract.

ARTICLE 6: DEFAULT AND TERMINATION

- A. The Department shall have the right to postpone, suspend, abandon, or terminate this Contract, and such actions shall in no event be deemed a breach of Contract. In any of these events, the Department shall make settlement with Newburgh upon an equitable basis as determined by the Department, which shall fix the value of the work which was performed by the Newburgh prior to the postponement, suspension, abandonment, or termination of the Contract.
- B. The State shall have the right to terminate this Contract for:
 - 1) unavailability of funds
 - 2) cause
 - a) If the Department determines that Newburgh has breached a material term of this Contract, it shall issue a written notice, providing Newburgh with 10 days to correct the defect. If Newburgh fails to correct the defect within this time period, or fails to make a good faith effort to do so as determined by the Department, the Department may terminate this Contract for cause.
 - 3) convenience
 - a) If the termination is for the convenience of the Department, and is not brought about as a result of unsatisfactory performance on the part of Newburgh, the Department shall pay for the usage incurred up to the date of termination.

ARTICLE 7: STANDARD CONTRACT CLAUSES

Newburgh will be required to comply with all of the mandatory New York State and Department contracting provisions contained in the following two attached documents:

- Appendix A - Standard Clauses for All New York State Contracts;
- Appendix B - Standard Clauses for All NYSDEC Contracts.
- Appendix C -Ethics clause

ARTICLE 8: ENTIRE CONTRACT

This Contract consists of the following documents in the following order of precedence.

1. Appendix A
2. Appendix B
3. Appendix C
4. The Contract

ARTICLE 9: AFFIRMATIVE ACTION REQUIREMENTS

Newburgh must make good faith efforts to subcontract an overall goal of 0% of the contract amount to Minority and Women Owned Business Enterprises (MWBE's). Newburgh must make good faith efforts to employ 10 % minority group members and 10 % women for a portion of any workforce hours required to perform the work under this contract. Appendix B further defines the M/WBE and EEO provisions required by Executive Law, Article 15A.

ARTICLE 10: INSURANCE CONSIDERATIONS

Newburgh agrees to procure and maintain at its own expense and without expense to the Department Worker's Compensation Insurance and Disability Benefits by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

Newburgh shall furnish a certificate or certificates showing that it has complied with the Worker's Compensation and Disability Benefits requirements of this Article detailed below. The certificate or certificates shall provide that:

- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department.
- Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Division of Environmental Remediation, Bureau of Program Management, 625 Broadway, Albany, NY 12233-7012, as certificate holder.
- This Contract shall be void and of no effect unless Newburgh procures the required insurance policies and maintains them until acceptance/completion of the work, whichever event is later.
- Newburgh shall require that any subcontractors hired, carry insurance with the same provisions as provided herein. Newburgh will maintain the certificate or certificates for all subcontractors hired as part of Newburgh's records.

The Department has reviewed the scope of work being accomplished under this contract and has determined that it will rely on the standard operating procedures and good business practices of Newburgh with respect to securing all appropriate types and amounts of liability insurance and appropriate endorsements. The Department waives its standard requirements for liability insurance certificates, endorsements, and supporting documentation for this Contract.

The following types of insurance are required for this Contract:

1. Workers' Compensation:

For work to be performed in New York State, Newburgh shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

*Please note that ACORD forms are **NOT** acceptable proof of New York State Workers' Compensation Insurance coverage.*

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

2. Disability Benefits:

For work to be performed in New York State, Newburgh shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

ARTICLE 11: SEVERABILITY

If any part of this Contract is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract, and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable part were not contained therein.

ARTICLE 12: FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of lands or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes or the delay or failure to perform by any subcontractor by reason of any cause or circumstances beyond the reasonable control of such subcontractor.

ARTICLE 13: EXECUTIVE ORDER 177

- A. Executive Order No. 177, Prohibiting State Contracts with Entities that Support Discrimination, orders that New York State's government will not do business with entities that promote or tolerate discrimination or infringement on the civil rights and liberties of New Yorkers. New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. To that end, New York has enacted numerous laws, regulations, and policies, and will continue to aggressively enforce its strong protections against discrimination to the maximum extent allowable by law.
- B. In order to comply with this order, the Contractor is required to complete the Executive Order No. 177 Certification which certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

ARTICLE 13: COMPLIANCE WITH LAWS

Newburgh agrees to comply with the provisions of the Labor Law and all State and Federal laws, local statutes, ordinances, and regulations that are applicable to the performance of this Contract.

SIGNATURE PAGE

Contract C010219

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

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

NEWBURGH SIGNATURE
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name: Nancy Lussier
Title: Dir. Of Management and Budget
Dated:

ATTORNEY GENERAL SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The 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 Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 Act within 90 days after the determination of such violation, then the state 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 the Contractor in default.

The state agency 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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**

(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may,

without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has

developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. Requests for Payment All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Bureau Director

(Name and Title)

NYS Dept of Env. Conservation - Remediation
625 Broadway, 12th FL, Albany, NY 12233-7012

(Address)

(518) 402-9764

(Telephone)

The designated appeal individual to review decisions is:

Division Director

(Name and Title)

NYS Dept. of Env. Conservation - Remediation
625 Broadway, 12th FL, Albany, NY 12233-7011

(Address)

(518) 402-9706

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3. above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII. **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

(4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. Force Majeure The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. Freedom of Information Requests The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release

and to support its position.

XVIII. Precedence In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the

areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employer Department, 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 employer Department, 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.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (2) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the

Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at
<http://www.dec.ny.gov/about/48854.html>

Appendix C

Standard Clauses for Ethics in all NYSDEC Contracts Contract C010219

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Offeror" herein refers to any party submitting an application, bid, proposal, or other documents in response to this procurement. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Conflict of Interest

A. Procurement Phase:

1. An Offeror will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Offeror or former officers and employees of the Agencies and their Affiliates, in connection with the Offeror rendering services enumerated in this procurement. If a conflict does or might exist, the Offeror will describe how the Offeror would eliminate or prevent it. This description will include, but not be limited to what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
2. The Offeror must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included in the Offeror's response indicating how any matter before the Commission was resolved or whether it remains unresolved.
3. The Offeror/Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect attached hereto as **Attachment 1**), signed by an authorized executive or legal representative attesting that the Offeror's/Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Offeror/Contractor to breach any other contract currently in force with the State of New York, that the Offeror/Contractor will not act in any manner that is detrimental to any State project on which the Offeror/Contractor is rendering services.

B. Contract Phase:

1. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this contract. The Contractor shall have a duty to notify the Department immediately of any actual or potential conflicts of interest.

2. In conjunction with any subcontract under this contract, the Contractor shall obtain and deliver to the Department, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Department a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
3. The Department and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing or establish new relationships. The Department will review the nature of any relationships and reserves the right to terminate this contract for any reason, or for cause, if, in the judgment of the Department, a real or potential conflict of interest cannot be cured.
4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without prior Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
5. The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid a conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be allowed by law or other applicable provisions of this contract regarding termination.
6. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.
7. ***If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.***

Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

- a. The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.
- b. The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

II. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority.

III. ETHICS REQUIREMENTS

The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements").

The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under this contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions.

The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State

shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

IV. SUBCONTRACTING

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Department. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to prior approval of the Department. If the Contractor decides to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this contract must be fully explained by the Contractor to the Department. As part of this explanation, the subcontractor must submit to the Department a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this contract.

The Contractor retains ultimate responsibility for all services performed under the contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this contract including, but not limited to, the body of this contract, Appendix A – Standard Clauses for New York State Contracts, Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts, Appendix C - Standard Clauses for Ethics in all New York State Department of Environmental Conservation Contracts, and the Solicitation Document.

Unless waived in writing by the Department, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Department.

The Department reserves the right, at any time during the term of the contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this contract. The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the contract.

If at any time during performance under this contract total compensation to a subcontractor exceeds or is expected to exceed \$100,000, or as otherwise requested by the Department that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

Attachment #1

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;
5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other

form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____
Date: _____
Name: _____
Title: _____

This form must be signed by an authorized executive or legal representative and returned with the Bid/Proposal/Contract.

RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**A RESOLUTION SUPPORTING THE JOINT COMMENTS OF SCENIC HUDSON,
RIVERKEEPER, INC., THE NATURAL RESOURCES DEFENSE COUNCIL,
HUDSON VALLEY SLOOP CLEARWATER, AND THE CITY OF BEACON
FOR PROPOSED STIPULATIONS IN THE DANSKAMMER ENERGY, LLC
NEW YORK STATE PUBLIC SERVICE LAW, ARTICLE 10 APPLICATION**

WHEREAS, Danskammer Energy, LLC (“Danskammer”) seeks a permit through New York State’s Article 10 power plant siting process to repower its existing power generating facility; and

WHEREAS, the City is an active party to Danskammer’s Article 10 application proceeding;
and

WHEREAS, the City continues to partner with and support other parties to the proceeding who share common goals and interests with respect to Danskammer’s application, including but not limited to: Scenic Hudson, the Natural Resources Defense Council, Riverkeeper, Hudson River Sloop Clearwater, and the City of Beacon; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh hereby expresses unequivocal support for the Joint Comments as filed with the New York State Board on Electric Generation Siting and the Environment on October 23, 2019 on behalf of Scenic Hudson, Riverkeeper, Inc., the Natural Resources Defense Council, Hudson Valley Sloop Clearwater, and the City of Beacon.

October 23, 2019

Via Electronic Filing

Hon. Kathleen H. Burgess, Secretary
New York State Board on Electric Generation Siting and the Environment
3 Empire State Plaza
Albany, New York 12223-1350

RE: Case 18-F-0325, Application of Danskammer Energy, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 for Approval to Repower its Danskammer Generating Station Site Located in the Town of Newburgh, Orange County.

Dear Secretary Burgess:

Pursuant to the Notice of Proposed Stipulations and Request for Public Comments issued September 11, 2019, Scenic Hudson, Inc. (“Scenic Hudson”) respectfully submits the following comments on behalf of Scenic Hudson, the City of Beacon, Riverkeeper, Inc. (“Riverkeeper”), the Natural Resources Defense Council (“NRDC”) and Hudson River Sloop Clearwater (“Clearwater”) (together, the “Joint Commenters”) on the Proposed Stipulations (“Stipulations”) in the above-referenced proceeding.

JOINT COMMENTERS’ INTEREST

Scenic Hudson is a 501(c)(3) organization based in Poughkeepsie, NY. Scenic Hudson preserves land and farms and creates parks that connect people to the Hudson River, while fighting threats to the river and natural resources that are the foundation of the Hudson Valley’s prosperity. Scenic Hudson is dedicated to preserving the scenic, ecological, recreational, historic and agricultural treasures of the Hudson River valley. We combine land acquisition, support for agriculture, citizen-based advocacy and sophisticated planning tools to create environmentally healthy communities, champion smart economic growth, open up riverfronts to the public and preserve the valley’s inspiring beauty and natural resources.

A crusader for the valley since 1963, today we are the largest environmental group focused on the Hudson River and its valley. We have over 25,000 supporters, the majority of which reside in the Hudson Valley region, including Orange County and the Town of Newburgh.

The Scenic Hudson Land Trust, Inc. (“SHLT”) is an affiliate of Scenic Hudson, Inc. that owns lands throughout the Hudson Valley in fee and by conservation easement that exhibit the open space and agricultural values that Scenic Hudson is dedicated to preserving. Scenic Hudson has protected over 40,000 acres in nine counties and created or enhanced many parks and preserves for public enjoyment, including several near the proposed Danskammer Repowering Project (the “Project”).

The City of Beacon is a municipality located across the Hudson River from the Town of Newburgh, the host community for the Project. The City is located approximately five to eight miles from the proposed Project. The City is located directly opposite the City of Newburgh on the Hudson River, and just south of the Town of Newburgh. The City borders the Hudson River, as does the proposed Project. The City’s population, according to 2010 Census, was 15,541. The City has an interest in this proceeding because of the proposed Project’s proximity to the City and because the City is concerned with protecting the air, water and general quality of the environment for its residents.

Riverkeeper is a not-for-profit, public interest environmental membership organization organized under the laws of the State of New York. Riverkeeper is dedicated to protecting the commercial, recreational, ecological and aesthetic qualities of the Hudson River estuary, its fishery, and the entire Hudson River ecosystem, including its watershed and tributaries. In addition, Riverkeeper protects the New York City watershed, which supplies clean drinking water for over 9 million people in and around New York City. Riverkeeper has approximately 4,000 members, many of whom reside in the Hudson Valley and New York City, living on or near the Hudson River estuary and/or its tributaries. Riverkeeper’s members use and enjoy the Hudson River estuary and its tributaries for a variety of purposes, including, but not limited to, recreational and commercial fishing, boating, swimming, wildlife conservation and other recreation, and they derive aesthetic enjoyment from its natural beauty.

In order to effectuate its purpose of protecting the Hudson River estuary and the Hudson River ecosystem from degradation and misuse, Riverkeeper, on behalf of its members, actively supports the effective enforcement of the New York State Environmental Conservation Law, the Federal Water Pollution Control Act (commonly known as the Clean Water Act), the Endangered Species Act, and many other environmental statutes and regulations. In addition, Riverkeeper supports the development of renewable energy and the transition away from fossil fuels.

NRDC is a national environmental organization that seeks to restore balance between the way we live and the world we live in. From our largest cities to our last wild sanctuaries, NRDC develops and promotes solutions that protect the health and well-being of people, communities and nature. NRDC staves off the threats to our lands, our water, our climate and ourselves.

Using the full breadth of its scientific, legal and advocacy expertise, NRDC pinpoints the areas where action will accelerate change and amplify results. NRDC takes on complex challenges and sets ambitious targets, measuring its efforts and refining strategies to produce far-reaching impact. NRDC works hand in hand with a global network of stakeholders and partners, from citizens to governments, who share its unwavering commitment to improving our lives, our world and our future.

NRDC has long been concerned with the impact of power plants on the Hudson River and its resources, including its scenic values and fisheries. NRDC has participated in many proceedings and lawsuits in an effort to protect the River and River Valley, beginning with the Storm King Mountain fight.

Hudson River Sloop Clearwater is in its 50th year as a 501(c)(3) not-for-profit organization, whose mission is to defend and restore the Hudson River, one of the great and historic rivers of this nation; to investigate and conduct research into any cause or sources of contamination and destruction of this river, its tributaries and similar river systems; to inform the public of such dangers and to assist the public in taking such measures as to stop such contamination; to educate the general populace as to the importance of preserving the Hudson River, its tributaries and similar river systems; to foster the historic

and cultural heritage of the Hudson River Valley from the mountains to the sea; to concern itself with the well-being of those individuals who dwell along its banks and related areas; to protect and restore other great waterways; and to conduct other actions including, but not limited to, litigation that will enhance and improve the environment of the Hudson River Valley and related areas. In summary, to protect the ecology of the Hudson River and the well-being of everyone living in its watershed.

Clearwater is concerned that this project will impact and be impacted by the increasingly serious global climate crisis. We will help to complete the public record by providing science-based information on potential health and environmental impacts of the proposed project, climate science, alternative solutions and information related to the need and to the efficacy of investing funds into the proposed project.

The Joint Commenters share serious concerns about the proposed Project based on potential impacts to air, water, quality of life, visual beauty and contribution to the climate crisis. The cities of Beacon and Newburgh have passed resolutions opposing the Project due to concerns about local environmental and public health impacts as well as the unwise investment in fossil fuel infrastructure in the face of the climate crisis and New York State's aggressive clean energy goals. To date, eleven other municipalities have also passed resolutions opposing the Project.

THE PROPOSED DANSKAMMER FACILITY

Danskammer Energy (the "Applicant") is proposing to "repower" its existing Danskammer Generating Station located in the Town of Newburgh, Orange County, New York.¹ The Project site is located immediately adjacent to the Hudson River. The Project facility is, according to the Preliminary Scoping Statement ("PSS") filed by the Applicant in February 2019, intended to operate as a baseload facility with a net 536 megawatt ("MW") output, meaning it can operate

¹ The Applicant uses the term "repowering" but it should be made clear that the proposal is to build an entirely new facility on a new footprint on the site.

continuously to serve the needs of the electric grid at all times.² The Project will also incorporate the ability to provide additional peaking output of up to 600 net MW. While the net potential output is commensurate with the existing Danskammer facility, it is important to note that the existing facility is a peaker plant that has operated only approximately 2-3% of the time in recent years.³

The Project would run as a combined cycle facility using natural gas as the primary fuel with provisions to use ultra-low sulfur diesel (“ULSD”) as a backup fuel for up to 30 days/year. The Project would include storage of approximately 5 days’ worth of ULSD. The Applicant proposes to remove the need for once-through cooling using Hudson River water by installing air-cooled condensers.

COMMENTS ON THE PROPOSED PRE-APPLICATION STIPULATIONS FOR THE DANSKAMMER FACILITY

Scenic Hudson participated in the stipulations negotiation process with the goal of securing a robust framework for the contents of the Article 10 application and an adequate scope and methodology for all studies. A full and complete record is necessary for the New York State Siting Board on Electric Generation Siting and the Environment (“Siting Board”) to make a fully informed decision on whether to grant the Applicant an Article 10 certificate. Despite our good-faith participation in negotiations, the Joint Commenters continue to have serious concerns with several of the proposed stipulations as set forth below.

Stipulation 4 – Land Use

Subsection (l) of Stipulation 4 states that the Applicant will provide a discussion of consistency of the Project with New York State’s Coastal Management Policies as required by Article 10

² See, e.g., U.S. Energy Information Administration Glossary (“*Baseload plant: A plant, usually housing highefficiency steam-electric units, which is normally operated to take all or part of the minimum load of a system, and which consequently produces electricity at an essentially constant rate and runs continuously.*”)

³ See EPA, Air Markets Program Data, at <https://ampd.epa.gov/ampd/> (last queried September 27, 2019).

regulations. The Applicant's discussion here should include, but not be limited to, specific analysis of the Project's consistency with the following Coastal Management Policies.

The Applicant should discuss the Project's consistency with Coastal Policy 2, which is aimed at promoting water-dependent uses.⁴ Water dependent uses are defined as activities which can only be conducted on, in, over or adjacent to a water body 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.⁵

The Project does not anticipate any surface water use or the use of barges or vessels to transport any materials or equipment, and is therefore not a water-dependent use.⁶ The Project facility will be air-cooled and existing cooling water intakes and dock structures are anticipated to be removed because they will not be needed.⁷ Therefore, it is clear that the Project cannot be considered a "water-dependent use" as that term is defined under Coastal Policy 2. In addition, consistency with Policy 21, which states that water dependent and water enhanced recreation will be encouraged and facilitated and will be given priority over non-water-related uses along the coast, must be evaluated considering that the Project would be a non-water-related use.⁸

Coastal Policy 27 requires that decisions on the siting and construction of major energy facilities in the coastal area are based on public energy needs, compatibility of such facilities with the environment, and the facility's need for a shorefront location.⁹ It is clear that electricity demand in New York—both average and peak—is lessening and new renewable energy resources are coming online at a rapid pace.¹⁰ In this case, the Project has no need for a shorefront location, is

⁴ 19 NYCRR § 600.5(a)(2); New York State Department of State New York Coastal Management Program State Coastal Policies (hereinafter, Coastal Policies), June 2017, at 8-11.

⁵ *Id.*

⁶ *See* Danskammer Energy Proposed Stipulation 23.

⁷ *See Id.*

⁸ 19 NYCRR 600.5(e)(1); Coastal Policy 2.

⁹ Coastal Policy 27, at 40-41.

¹⁰ *See* New York Independent System Operator (NYISO) Power Trends 2018 Report at 9. ("Energy efficiency alone is expected to reduce peak demand on New York's bulk power system by 245 MW in 2018 and by 2,262 MW in 2028. The combined effects of energy efficiency and distributed energy resources are expected to reduce demand

entirely inconsistent with the state’s energy law and policy (see discussion of Stipulation 10, below), and presents a significant environmental threat. Therefore, the Project is patently inconsistent with New York State’s Coastal Management Policies.

Subsection (g) of Stipulation 4 indicates that scaled maps included in Exhibit 4 will rely on FEMA Flood Insurance Rate Maps. However, the FEMA maps referred to in the Stipulations are broadly acknowledged to be outdated and predate Hurricane Sandy.¹¹ Exhibit 4 must use a more recent and accurate depiction of sea level rise, storm surge, and flood risk, including incorporate of NYSDEC’s sea level rise projections adopted pursuant to the Community Risk and Resiliency Act (“CRRA”).¹²

Stipulation 8 – Electric System Production Modeling

Stipulation 8(a) discusses estimating statewide and regional air pollution and spot prices representative of all NYISO Zones “both with and without the proposed Project Facility”. In order to accurately assess the Project’s impact on air quality and electricity prices, three distinct scenarios must be modeled: (1) New Project Facility; (2) No New Project Facility and No Existing Danskammer Plant; and (3) No New Project Facility and With Existing Danskammer Plant operating. The likelihood that the 67-year old existing plant will cease to operate in the very near future whether or not the Project is built must be taken into account in one of the modeled scenarios.

The assumptions included in development of the model base case must take into account

from the bulk power system by nearly 3,700 MW by 2028.”) Available at: <https://www.nyiso.com/documents/20142/2223020/2018-Power-Trends.pdf/4cd3a2a6-838a-bb54-f631-8982a7bdfa7a>

¹¹ See U.S. Department of Homeland Security Office of the Inspector General, “FEMA Needs to Improve Management of its Flood Mapping Programs”, OIG-17-110, September 27, 2017, available at: <https://www.documentcloud.org/documents/4066233-OIG-17-110-Sep17.html>. See also Schwartz, Jen. “National Flood Insurance is Underwater Because of Outdated Science”, *Scientific American*, March 23, 2018; Keller, Michael et. al. “Outdated and Unreliable: FEMA’s Faulty Flood Maps Put Homeowners at Risk”, *Bloomberg*, October 6, 2017.

¹² 6 NYCRR Part 490.

a future shaped by the mandates of the Climate Leadership and Community Protection Act (“CLCPA”).¹³ Specific targets for the electric sector codified in the CLCPA include:

- 70 percent of the state’s electricity must come from renewable energy by 2030, and 100 percent of the state’s electricity supply must be emissions free by 2040.¹⁴
- 9,000 MW of offshore wind must be installed to serve New Yorkers by 2035.¹⁵
- 6,000 MW of solar energy must be installed to serve New Yorkers by 2025.¹⁶
- A statewide goal of reducing energy consumption by 185 trillion British thermal units (BTUs) from the state's 2025 forecast through energy efficiency improvements.¹⁷
- 3,000 MW of energy storage capacity must be installed to serve New Yorkers by 2030.¹⁸

A defensible base case must include achievement of these goals by the target dates.

New York State is also considering putting a price on carbon dioxide emissions from power plants.¹⁹ Adoption of a carbon price in New York’s wholesale electricity market would further incentivize renewable generation, storage and energy efficiency.²⁰ Additionally, the cost of the Regional Greenhouse Gas Initiative (“RGGI”) program’s carbon emission allowances must be included in the production modeling.

Stipulation 9 – Alternatives

¹³ NY Climate Leadership and Community Protection Act (hereinafter, CLCPA), 2019 N.Y. SB 6599. Available at: <https://www.nysenate.gov/legislation/bills/2019/s6599>

¹⁴ CLCPA §4, amending Public Service Law §66-p(2).

¹⁵ *Id.*, amending PSL §66-p(5).

¹⁶ *Id.*

¹⁷ *Id.*, amending PSL §66-p(6).

¹⁸ *Id.*, amending PSL §66-p(5).

¹⁹ Tierney, Susan F. and Paul J. Hibbard, *Clean Energy in New York State: The Role and Impact of a Carbon Price in NYISO’s Wholesale Electricity Markets*, October 3, 2019. Available at: <https://www.nyiso.com/documents/20142/2244202/Analysis-Group-NYISO-Carbon-Pricing-Report.pdf/81ba0cb4-fb8e-ec86-9590-cd8894815231?t=1570098686835>

²⁰ *Id.* at 50.

The No Action/No Build Alternative described in Subsection (f) should be revised to clarify the scope of the referenced no action analysis. The no action analysis should analyze statewide emissions and model renewable energy generation both with and without the proposed Project.

To the extent Danskammer identifies a need for increased generation capacity, the no action analysis should assess whether that need would or could otherwise be met by either the many announced renewable energy projects currently in the NYISO interconnection queue or any additional renewable generation expected to come online, demand side resources, and/or energy storage facilities.²¹ There are currently aggressive programs in place to incentivize development of renewable and storage facilities pursuant to the Clean Energy Standard adopted in 2016.²² Additionally, the recently enacted CLCPA ramps up both the statewide renewables requirement to deliver 70 percent of New York's supply from renewable resources, as well as explicit mandates for 6,000 MW of distributed solar by 2025, 3,000 MW of battery storage by 2030, and 9,000 MW of offshore wind by 2035.

Further, the no action analysis must not assume the continued operation of the existing Danskammer plant. The No Action alternative should be evaluated in light of the fact that it is extremely likely that the existing facility will be retired soon, regardless of whether the proposed Project is built. Proposals for more stringent air emissions rules, potential carbon pricing and market forces are all working against the continued operation of older, inefficient fossil fuel plants.²³ Therefore, the No Action alternative should assume a scenario where no Danskammer facility is operating, not one where the existing facility continues to operate. A comparison of the

²¹ As of September 30, 2019, there are 212 renewable energy and energy storage projects in the NYISO interconnection queue for projects 20MW or larger. See <https://www.nyiso.com/interconnections>.

²² See generally, New York State Public Service Commission *Order Adopting a Clean Energy Standard*, Case 15-E-0302, August 1, 2016. For further information visit NYSEERDA's

²³ See e.g., proposed revisions to 6 NYCRR Subpart 227-1, Stationary Combustion Installations; Subpart 227-2, Reasonably Available Control Technology (RACT) for Major Facilities of Oxides of Nitrogen (NOx); and Part 200, General Provisions Subpart 227-3 Ozone Season Oxides of Nitrogen (NOx) Emission Limits for Simple Cycle and Regenerative Combustion Turbines. Available at: <https://www.dec.ny.gov/regulations/propregulations.html>.

existing facility and proposed Project is inappropriate as part of the evaluation of the No Action alternative.

In addition, Subsection (g), the evaluation of alternative technologies, should additionally include renewable energy alternatives paired with an energy storage facility as well as a separate standalone energy storage facility alternative. The Applicant proposes in Stipulation 9 to only evaluate energy storage as a potential ancillary facility to its proposed natural gas plant. The reasonableness and feasibility of such alternatives should be evaluated in the context of current state policy and strong incentives available for renewable energy and battery storage facilities.

Stipulation 10 – Consistency with State Energy Planning Objectives

The Applicant proposes in Stipulation 10 to provide “a statement demonstrating the degree of consistency of the construction and operation of the Project with the energy policies and long range energy planning objectives contained in the most recent state energy plan (currently the 2015 State Energy Plan, including the renewable energy generation and greenhouse gas emissions reductions goals described therein).” This consistency analysis is one of the most critical considerations for the Siting Board as it reviews the Application.

While the proposed stipulations articulate the Applicant’s intent to evaluate the Project’s consistency with state energy planning objectives in the context of the 2015 State Energy Plan (“SEP”), such an approach ignores the dramatic changes to state energy law and policy over the past five years. In light of state regulatory mandates and goals that show a clear shift away from fossil fuel electricity generation, and towards aggressive integration of renewable energy and storage, the Applicant’s decision to propose a large baseload plus peaking natural gas power plant is entirely inconsistent with New York State policy. Investing in a major fossil fuel generating facility that would become operational only a few years before the state’s biggest renewable energy deadlines become ripe is nonsensical. Exhibit 10 must evaluate the Project’s

consistency with state energy planning objectives in the context of current energy law and policy, including the requirements of the CLCPA.

The 2015 Paris Agreement international compact on climate change articulated a shared understanding and goal among nations that the increase in global average temperature must be held to well below 2°C above pre-industrial levels, and that efforts should be made to limit the increase to 1.5°C. Recent reports on climate science by the International Panel on Climate Change (“IPCC”) confirm the dire need to limit warming to 2°C or less to avoid the most catastrophic impacts of climate change.²⁴ However, limiting warming to 1.5 or even 2°C will require rapid and far-reaching transitions in land, energy, industry, buildings, transport and global net human-caused emission of carbon dioxide would need to fall by about 45% from 2010 levels by 2030, reaching “net zero” around 2050.

In keeping with the Paris Agreement to limit warming to no more than 2°C, New York State has developed a comprehensive strategy to ensure that the state’s GHG emissions are reduced consistent with this pact. One of the most important ways to reduce the GHG emissions that cause climate change is to phase out fossil fuel electricity generation and transition to renewable energy sources such as solar, wind and hydropower. New York State has adopted multiple policies and plans to incentivize the development of renewable energy in the interest of reducing GHG emissions and mitigating climate change. These ambitious policies will transition the State’s energy supply from one based on major fossil-fuel energy generating stations to one that integrates large-scale renewable energy generation as well as smaller-scale distributed energy resources into the grid.

²⁴ IPCC, 2018: Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty [Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W. Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.)], available at: <https://www.ipcc.ch/sr15/>

The requirement set forth in 16 N.Y.C.R.R. § 1001.10 that an application include an analysis of consistency with state energy policy and planning stems from the certification criteria contained in NY PSL § 168(3). The Siting Board may not grant a certificate unless it determines that, among other things, “the facility is a beneficial addition to or substitution for the electric generation capacity of the state”; and that “the construction and operation of the facility will serve the public interest.” To make such determinations, the Siting Board must consider, among an enumerated list of factors, “the consistency of the construction and operation of the facility with the energy policies and long-range energy planning objectives and strategies contained in the most recent state energy plan.”²⁵

This requirement is consistent with the mandate in the NY Energy Law that the Siting Board’s decision “shall be reasonably consistent with the forecasts and the policies and the long-range energy planning objectives and strategies contained in the [State Energy Plan], including its most recent update....”²⁶ The fundamental issue before the Siting Board when it determines the public interest in this matter will be whether construction and operation of a new 636 MW fossil-fuel power plant is consistent with the State’s plan to rapidly shift to a clean energy economy in the interest of both the environmental and economic benefits that such a transformation will bring for New York.

Adoption of the CLCPA in July 2019 raised the bar for determining the public interest in this matter even further. The CLCPA puts New York on a path to reaching net zero GHG emissions and establishes economy-wide and electric sector targets for reducing GHG emissions and increasing clean energy resources. To achieve net zero GHG emissions, the law creates a Climate

²⁵ N.Y. PSL § 168(4).

²⁶ N.Y. Energy Law § 6-104(5)(b).

Action Council, which over the next two years will develop and propose a suite of strategies for attaining decarbonization across the economy, updating those plans every five years thereafter.²⁷

Specifically, the CLCPA requires that 70% of the state’s energy come from renewable resources by 2030 aimed at reducing GHG emission levels by 40% from 1990 levels by then.²⁸ The CLCPA also requires all electricity production in the state be “zero emissions” by 2040.²⁹ There is no alternative compliance mechanism available for electric generators to meet the net zero emissions goal.³⁰

The clear language of the CLCPA leads to the inescapable conclusion that if built, the proposed Project would—absent the installation of carbon capture and storage technology that has yet to be proved at a commercial scale—need to cease operation no later than 2040. Under the CLCPA, the state will move toward a comprehensive regulatory program to reduce GHG emissions in accordance with the SEP as well as Executive Order 24 and international targets. Exhibit 10 of the Application must include acknowledgment and discussion of the proposed Project’s consistency with this important new statute, which embodies and furthers the goals of the SEP. Failure to include such an analysis would leave the Application incomplete.

The NYS Energy Law requires adoption of a State Energy Plan every four years, so a new plan is due to be adopted this year.³¹ Therefore, unless an application is deemed complete by the Siting Board prior to adoption of a new energy plan, Danskammer must evaluate consistency of the Project in the context of the 2019/2020 State Energy Plan, not the outdated 2015 SEP.

Based on the fundamental change in the state’s energy law and policy since 2015, an attempt by the Applicant to rely solely on the 2015 SEP in evaluating consistency of the Project with

²⁷ *Id.*, amending ECL §75-0103(11).

²⁸ CLCPA §4, amending Public Service Law §66-p(2).

²⁹ *Id.*

³⁰ *Id.*

³¹ NY Energy Law Section 6-106(1).

state energy planning objectives would render the application incomplete. However, even the 2015 SEP plainly sets forth the state’s objective in moving away from fossil fuels and is entirely inconsistent with construction and operation of a new baseload fossil fuel generating facility such as the Project.

The 2015 SEP, entitled “The Energy to Lead,” is a “comprehensive roadmap to a clean, resilient, and affordable energy system for all New Yorkers.”³² The SEP sets statewide goals of a 40% reduction in greenhouse gas emissions from 1990 levels by 2030 and for 50% of the state’s electricity generation to come from emissions-free renewable energy sources by 2030.³³ It is fundamentally based upon and implements the State’s Reforming the Energy Vision (“REV”) initiative to transition the state to a clean energy market. REV is the state’s signature energy policy, which includes the REV Regulatory Docket and the other regulatory, programmatic and operational activities described in the SEP.³⁴ The REV Regulatory Docket before the Public Service Commission (“PSC”) includes The Clean Energy Fund, The Clean Energy Standard, Offshore Wind, Energy Storage and various other proceedings to support distributed resources, community choice, energy efficiency, load management, and electric vehicle use.³⁵

According to the 2017 Biennial Report to the 2015 State Energy Plan (“2017 Update”):

[T]he REV strategy, as seen through the 2015 SEP initiatives, is about more than just the next year or two. It embodies a long-term approach for achieving energy and environmental sustainability that will improve the quality of life for our children and grandchildren.”³⁶

Importantly, the 2017 Update concludes that “[t]o meet the state’s climate goals, New York will need to transition its energy systems away from fossil fuels....”³⁷

³² New York State Energy Plan, available at: <https://energyplan.ny.gov/Plans/2015.aspx>

³³ *Id.*

³⁴ SEP p. 4, FN 1.

³⁵ REV-Related Proceedings, available at: <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/8C1741CD17739013852582F30056EEE8?OpenDocument#ReformingTheEnergyVision>

³⁶ 2017 Update, p. 6.

³⁷ 2017 Update, available at: <https://energyplan.ny.gov/Plans/2015.aspx>

REV, the SEP, the 2017 Update and all of the REV Regulatory Docket proceedings together constitute the “energy policies and long-range energy planning objectives and strategies contained in the most recent state energy plan,” and must be included in a consistency analysis in Exhibit 10 of the Application. The entire trajectory of the state’s energy policy is to transition away from fossil fuel generation. Nowhere do the SEP or its 2017 Update suggest that construction of new natural gas baseload power plant is a necessary or desirable means to achieve the state’s renewable energy or emissions reduction goals; in fact, the 2017 Update clearly states that the state is moving away from fossil fuels like natural gas. Clearly, the proposed Project is not consistent with the state’s plan to shift the state to a clean energy economy. Nor would it be a “beneficial addition” to the energy system or in any way in the public interest.

The Applicant claims that due to the intermittency of renewable power generation, the facility is necessary “to maintain reliability as the portion of New York’s electricity supplies generated from renewable resources increases.”³⁸ Thus, it reasons, the Project will help the state meet its renewable energy goals. The Applicant must evaluate this claim in the context of New York’s aggressive mandates for energy storage, which were implemented specifically to address concerns about the intermittency of renewable generation as well as move away from fossil fuel peaker plants. As emphasized by the state:

Energy storage enhances the efficiency of the electric grid by capturing excess power from wind and solar energy sources and storing that excess power in industrial-sized batteries for later use. Importantly, energy storage will enable these resources to meet periods of peak demand.³⁹

³⁸ PSS p. 1-12.

³⁹ April 4, 2019 DPS Press Release, available at:

<http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=18-E-0130&submit=Search>

The Applicant must demonstrate how its proposal for a natural gas baseload power plant is consistent with the SEP in light of the State’s energy storage initiatives, which are specifically intended to support renewable energy penetration without increasing GHG emissions. As the combination of renewable energy generation, storage, and efficiency and demand management is reaching cost-parity with traditional gas-fired generation, the Project is woefully out of sync with New York’s energy policy.

The Applicant also claims that the plant is a “more efficient” fossil fuel facility that will “create fewer GHG emissions per megawatt-hour produced.” Therefore, it reasons, it will help reach the State’s GHG emissions reduction goals.⁴⁰ As noted by the NYSDEC in its comments on the PSS, however, as a baseload facility, it will operate much more than the existing Danskammer facility, so the total annual emissions of the repowered facility will be greater than those of the existing facility.”⁴¹ Clearly, construction and operation of a higher-emitting natural gas power plant when clean alternatives are available is not consistent with state energy policy or in the public interest.

Stipulation 15 – Public Health and Safety

We are pleased that the Applicant will consider and assess the impacts of sea level rise, storm surge and flooding consistent with the Community Risk and Resiliency Act (“CRRA”) and NYSDEC guidance. However, the Applicant should utilize all available resources to evaluate potential impacts of sea-level rise and climate change on the Project.

Pursuant to CRRA, DEC has promulgated scientifically-based projections of sea-level rise for multiple scenarios into regulation. For the Hudson River at Newburgh, the “high” estimate of sea

⁴⁰ PSS p. 1-12.

⁴¹ Danskammer Energy Response to PSS Comments, filed April 19, 2019, available at: <http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=18-F-0325&submit=Search>

level rise is anticipated to be 30 inches in 2050 and 50 inches in 2080.⁴² Danskammer’s PSS indicates that the Project is anticipated to have a useful life of 30 years, through approximately 2055—however, the existing plant is over 60 years old and therefore it is possible that the Project could operate into the 2080s. Therefore, sea-level rise projections to 2080 should be included in Exhibit 15.

Scenic Hudson has developed a sea level rise mapping tool for communities and stakeholders to create visualizations of future scenarios of sea level rise.⁴³ The data and mapping products incorporated into the tool are a combination of results from analyses by Scenic Hudson and existing data from a variety of sources including DEC, NOAA, The Stevens Institute, and FEMA. This tool makes clear that at 30 inches of sea level rise—projected in DEC’s “high” scenario to be reached by 2050—would put almost the entire area of the new facility within the 100-year floodplain and some areas of the site would be permanently inundated with water. Even at 16 inches, DEC’s “medium” projection for 2050, much of the Project site is well within the 100-year floodplain.

Exhibit 15 should include a map that depicts the limits of the 100- and 500-year floodplain, as they exist today and projected 30 and 60 years into the future using DEC’s sea level rise projections, and the corresponding flood plain elevations. The map should also identify the location of all infrastructure that exists within the floodplain limits, and within the risk area from high sea level rise as defined by CRRRA over the possible life of the project. In addition, the application should provide information regarding the location and details of flood-resistant design elements for each component (e.g., emergency pump, wave action buffers, levels of proposed platforms and diking, as well as facility foundations, etc.).

⁴² 6 NYCRR § 490.4.

⁴³ Available At: www.scenichudson.org/slr/mapper

The Applicant should also demonstrate how current and future flood protection measures are capable of protecting against potential inundation of the Project site during tropical storms and hurricanes using the National Oceanic and Atmospheric Administration’s (“NOAA’s”) “Sea, Lake and Overland Surges from Hurricanes” (“SLOSH”) model. The Applicant should also demonstrate consideration of how sea level rise, storm surge and flooding from rainfall may interact and compound in the future to worsen flood conditions (including using mapping tools such as the Hudson River Flood Impact Decision Support System⁴⁴), and how potential impacts will be addressed.

Stipulation 17 – Air Emissions

In general, analyses included in Exhibit 17 should include an in-depth analysis of the proposed Project’s impact on air quality at a local, regional and statewide level. Potential local increases in air pollution should not be dismissed in favor of looking at emissions only on a statewide scale. Orange County and areas surrounding the Project location in the Town of Newburgh already suffer from degraded air quality and protection of human health in the area nearby the Project should be prioritized.⁴⁵

Specifically, the selection of air emissions receptor points for the analysis contained in Subsection (d)(4) must include local receptor points in and around municipalities surrounding the Project, including the in Town of Newburgh, City of Newburgh, City of Beacon, Town of Wappinger and Town of Poughkeepsie. It is critical that a quantitative evaluation of localized (i.e., within approximately 10 miles) air quality impacts is conducted.

Subsection (d)(5) states that the Applicant will assess the Project’s potential impact on greenhouse gas emissions using the 2009 Draft NYSDEC Commissioner’s Policy “Assessing

⁴⁴ Available at: <http://www.ciesin.columbia.edu/udson-river-flood-map/>

⁴⁵ See American Lung Association “C” rating for ozone, available at: <https://www.lung.org/our-initiatives/healthy-air/sota/city-rankings/states/new-york/orange.html>

Energy Use and Greenhouse Gas (“GHG”) Emissions in Environmental Impact Statements”. The 2009 Draft NYSDEC Policy requires that alternatives be discussed in the context of the ability of each to reduce greenhouse gas emissions generated by the project and a quantitative comparison to total annual GHG emissions of the Project alternatives.⁴⁶ When comparing the annual and total lifetime Project GHG emissions to other sources of power generation, it is essential that the Application include comparison with large-scale renewable resources, including large-scale solar, offshore wind and terrestrial wind. The Applicant should evaluate these resources in combination with energy storage and should also evaluate standalone energy storage facilities.

The 2009 Draft NYSDEC Policy requires that direct and indirect greenhouse gas emissions be quantified.⁴⁷ In this case, consistent with the Draft Policy, the Applicant must take into account the life-cycle implications, including reasonably anticipated methane leaks during production and transport of the natural gas that would supply the Project facility, to accurately assess the total direct and indirect greenhouse gas emissions impacts of the project. Data and literature is available on the magnitude of methane leaks from natural gas production and transport.⁴⁸ While methane degrades more quickly than carbon dioxide, it is a far more potent greenhouse gas, trapping about 84 times as much heat as CO₂ over a 20-year period.⁴⁹

6 N.Y.C.R.R. § 1001.17(3) requires cumulative source impact analyses for any appropriate pollutant where warranted in accordance with air permitting requirements and 6 N.Y.C.R.R. Part 487.⁵⁰ As acknowledged by the Applicant, to determine National Ambient Air Quality

⁴⁶ 2009 Draft NYSDEC Commissioner’s Policy “Assessing Energy Use and Greenhouse Gas Emissions in Environmental Impact Statements” (hereinafter, NYSDEC Policy) at 10.

⁴⁷ NYSDEC Policy at 6.

⁴⁸ See Alvarez, Ramon A. et. al. *Assessment of methane emissions from the U.S. oil and gas supply chain*, Science Magazine, July 13, 2018. Available at: <https://science.sciencemag.org/content/361/6398/186>

⁴⁹ Voiland, Adam. *Methane Matters*, NASA Earth Observatory, March 8, 2016. Available at: <https://earthobservatory.nasa.gov/features/MethaneMatters>

⁵⁰ 6 NYCRR § 487.7 requires a cumulative impact analysis of air quality within an EJ Air Impact Area. Per the PSS, “Danskammer Energy proposes to perform such an analysis incorporating the air contaminant emissions of those pollutants for which the proposed action has a significant air quality impact, i.e., the maximum concentrations are above the recognized Prevention of Significant Deterioration (“PSD”) Significant Impact Levels. This analysis will

Standards (“NAAQS”) compliance for pollutants with concentrations greater than the Significant Impact Levels (“SILs”), a cumulative impacts analysis will be required.⁵¹ To do this analysis, first, an area of impact (“Significant Impact Area”, or, “SIA”), which extends from the source to the farthest receptor distance at which the source has a significant impact, is determined. Then, an inventory of major sources within the SIA “plus a distance to be determined based upon DEC’s input” is developed whose pollutant concentrations will then be added to the background for comparison with the NAAQS/NYAAQS.⁵² Per NYSDEC Guidelines, it is “the applicant’s responsibility to assure that a valid inventory is used in the modeling analysis, but it is ultimately the permitting agency’s (NYSDEC) decision as to the final setoff sources to be models for NAAQS compliance.”⁵³

EPA Guidance provides that the inventory of “nearby” sources (defined as any point source expected to cause a significant concentration gradient in the vicinity of the proposed new source or modification) should come from the SIA plus an annular area extending 50 kilometers beyond the impact area.⁵⁴ However, for relevant sources that may be beyond this distance from the SIA, the EPA guidance cautions that special steps should not be taken to cut off modeled impacts of existing sources at receptors within the applicant’s impact area merely because the receptors are

be performed within a circular area extending from the location of the proposed Project facility to a radius of 10 miles (16 kilometers) and will be referred to as the EJ Air Impact Area (“EJAIA”).” We suggest that the EJAIA be aligned with the broader area used to establish the “nearby” source inventory for the NAAQS and PSD increment cumulative analyses discussed herein.

⁵¹ PSS at 3-20, 3-40. A multi-source modeling analysis will also be required for pollutants for which predicted impacts exceed the SILs incorporating other PSD sources within 50 km or less of the project’s area of impact to evaluate compliance with PSD increments. PSS p. 3-41. Per DEC Guidance, “for PSD applicable sources where PSD increment analysis is to be performed, all PSD permitted sources within 50km of the SIA should be included in the modeling analysis for both increment and NAAQS analysis....” NYSDEC Policy DAR-10 - NYSDEC Guidelines on Dispersion Modeling Procedures for Air Quality Impact Analysis:

<https://www.dec.ny.gov/chemical/8923.html>

⁵² PSS at 3-40.

⁵³ NYSDEC Policy DAR-10 - NYSDEC Guidelines on Dispersion Modeling Procedures for Air Quality Impact Analysis: <https://www.dec.ny.gov/chemical/8923.html>

⁵⁴ www.epa.gov/sites/production/files/2015-07/documents/1990wman.pdf

located beyond 50 kilometers from such sources.”⁵⁵ In addition, “[i]t will be necessary to include in the NAAQS inventory those sources which have received PSD permits but have not yet not begun to operate, as well as any complete PSD applications for which a permit has not yet been issued.”⁵⁶

Therefore, the Applicant should include both the CPV Valley Energy Center located in Wawayanda, NY, and the Cricket Valley Energy Center located in Dover, NY, which is permitted an under construction, in any cumulative impacts analysis as they are located well within what is likely to be the SIA for the repowered Danskammer plant plus an annular area extending 50 kilometers beyond it (both facilities are in fact located approximately 50 km from the proposed repowered Danskammer project area, not even taking into consideration a SIA).

The operating conditions for the emissions assessment and applicable studies should be based on the potential to emit for the facility, and include all applicable sources and operation on the backup ULSD fuel. When evaluating the potential emissions of the facility, including GHG emissions, it is inappropriate and misleading to compare the existing facility emissions on a per megawatt-hour basis to the new Project. First, the existing facility has run approximately 2-3% of the time annually as a peaker plant, and the new Project is anticipated to operate as a baseload facility, running much more often. Therefore, the improvements made to emissions on a per megawatt-hour basis will be more than offset by the dramatically increased operational time of the proposed Project. Second, it is likely that absent construction of the proposed Project, the existing facility will cease to operate by 2025 due to regulatory and market forces. Therefore, the appropriate emissions baseline to which to compare the proposed Project is no Danskammer plant, not the existing Danskammer plant.

⁵⁵ EPA New Source review Workshop Manual:
<https://www.epa.gov/sites/production/files/201507/documents/1990wman.pdf>

⁵⁶ Id.

Similarly, at page 3-51 of the PSS, the applicant states that the “change in site-wide annual emissions will be based on emissions from the Project minus the actual historical emissions from the existing generating units.” If a comparison is undertaken, it should be between the Project’s potential to emit and the actual historical emissions from the existing plant over the last five years. A comparison to the existing plant’s emissions prior to that would include the time when that plant burned coal, and would artificially inflate the difference between the existing plant and the new one.

Stipulation 24 – Visual Impacts

The Applicant has proposed a Visual Study Area of five miles from the Project. However, the Stipulations also discuss inclusion of an analysis of viewshed impacts within the Hudson Highlands Scenic Area of Statewide Significance (“SASS”), which is outside of the five-mile Visual Study Area. The Applicant should increase the Visual Study Area to ten miles and explicitly include the Hudson Highlands SASS in the Visual Study Area. In fact, the Applicant’s own Preliminary Visual Assessment Progress Report includes maps that clearly demonstrate the potential for Project visibility outside of a 5-mile radius.⁵⁷

The Applicant states that its visual simulation photographic overlay will depict the components of the existing facility that will remain after the Project is constructed. The Applicant should also include photographic simulations that demonstrate what the site would look like if the Applicant removed all existing facility components to provide a fair assessment of the visual impact of leaving existing infrastructure that has no necessity to the Project onsite.

Stipulation 27 – Socioeconomic Effects

⁵⁷ Danskammer Preliminary Visual Assessment Progress Report, Figure 3A, August 2019, available at: https://static.wixstatic.com/ugd/8dea01_2651470c44af47a0940a41b380aae144.pdf

Stipulation 27 states that the Application will include an estimate of the number of construction jobs “from the region in which the project is located” and expenditures to be made “in the vicinity of the Project”. The Applicant should specifically define the terms “from the region in which the Project is located” and “in the vicinity of the Project” when identifying where the potential benefits of jobs and expenditures will accrue. Using such terms without clear definitions could lead to misunderstandings about the geographic area that would actually reap the potential economic benefits.

When discussing potential tax benefits, Subsection (i) should include an analysis of the difference between the amount of annual taxes (and payments in lieu of taxes, benefits charges and user charges) projected to be levied against the proposed Project Facility, and the amount of such annual taxes (and payments in lieu of taxes, benefit charges and user charges) that would be levied against the existing facility if it continued to operate without constructing the Project. This analysis will more accurately depict the extent of the benefit that could accrue to local municipalities and school districts. Simply calculating taxes benefits from the proposed Project without taking into account the benefits that would still exist in the absence of the new Project would lead to an overestimate of local benefits.

Stipulation 28 – Environmental Justice

The Stipulations set forth an Environmental Justice (“EJ”) impact study area (“ISA”) of only five miles from the proposed Project. A five-mile ISA would exclude the majority of the Cities of Newburgh and Beacon, and would create a false comparison by putting the majority of both cities within the Comparison Area rather than the ISA. This approach would lead to an artificial minimization of the true Environmental Justice impact of the Project. The ISA should be

expanded to ten miles to accurately encompass impacted EJ areas, and consequently the Comparison Area extended to an area between 10-15 miles from the proposed Project.

Pursuant to 6 N.Y.C.R.R. Part 487, the Applicant must determine the appropriate ISA as part of its EJ analysis. Part 487 defines the ISA as the geographic area around the located of the proposed Project facility in which the population is likely to be impacted by at least one potentially significant adverse environmental impact resulting from the construction and/or operation of the proposed Project facility that is different in type, scope or magnitude compared to the population located in the broader geographic area surrounding the proposed Project facility.⁵⁸ The Applicant proposes to use an ISA of 5 miles.

The City of Newburgh is located approximately five miles from the Project site, and is bordered by the Town of Newburgh, the host community for the Project. A portion of the City of Newburgh lies within the proposed 5 mile ISA, but the majority of the City is just outside the 5-mile boundary. The City as a whole is likely to experience disproportionate and adverse environmental impacts from the proposed Project, and therefore should be included in the ISA.

An area is considered EJ if US Census data shows there is a minority of low-income population above the EJ thresholds for minority population of 51.1% in an urban area and 33.8% in a rural area and for poverty of 23.59%.⁵⁹ The majority of the City of Newburgh exceeds both the threshold for minority population in an urban area the threshold for poverty.⁶⁰ Many of the most disadvantaged areas of the City are just outside of the proposed ISA. Similarly, a 5-mile ISA would include only a small part of the City of Beacon, while a substantial portion of the City that meets the EJ criteria lies just outside the 5-mile radius.⁶¹

⁵⁸ 6 NYCRR 487.4.

⁵⁹ 16 NYCRR 487.5.

⁶⁰ See PSS Figure 5.3-1.

⁶¹ See PSS map Figure 5.2-1

One of the farthest-reaching impacts of the proposed Project will be its air emissions, which will travel well beyond 5 miles from the Project site. Residents of the City of Newburgh currently suffer from health ailments at a much higher rate than other residents of Orange County and New York State.⁶² Specifically, the rate of hospitalizations for asthma are more than three times higher for those living in the City of Newburgh than in Orange County as a whole.⁶³ The proposed Project is likely to emit significant levels of ozone precursors like NOx and VOCs, and it is located in an ozone transport region. The proposed Project will also emit particulate matter. Ozone and particulate matter are two of the most significant causes of asthma.⁶⁴

In addition, as part of the air quality cumulative impact analysis required by Part 487, the Applicant proposes in the PSS to perform such a cumulative impact analysis within a radius of 10 miles of the Project, in combination with any additional existing or proposed major sources within 16 miles.⁶⁵ There is no reason to exclude EJ communities between 5 and 10 miles from the proposed Project from the ISA when the Applicant will include them in the EJ Air Impact Area (“EJAIA”) for purposes of the cumulative air impact analysis.

Therefore, EJ areas within 10 miles of the proposed Project, including the Cities of Beacon and Newburgh, should be included within the ISA for purposes of the Applicant’s EJ analysis.

Stipulation 29 – Decommissioning

The Applicant states in the proposed stipulations that the decommissioning of the existing power plant facilities that are not required to be removed, demolished or rehabilitated to accommodate the new proposed Project are not subject to this Article 10 proceeding. However, it

⁶² See New York State Department of Health, City of Newburgh Health Equity Report, February 2017. Available at: https://www.health.ny.gov/statistics/community/minority/docs/mcd_reports/orange_county_city_of_newburgh.pdf

⁶³ Id. at 16.

⁶⁴ See U.S. EPA and U.S. CDC Fact Sheet, Asthma and Outdoor Air Pollution, EPA-452-F-04-002, available at: <https://www3.epa.gov/airnow/asthma-flyer.pdf>

⁶⁵ PSS at 5-17.

is important to note that impacts of the process of decommissioning existing facility components, and the impacts of leaving them onsite, are not inconsequential and must be considered as part of the overall environmental and visual impact analysis for the Project. Absent a showing that removal of existing equipment would create an environmental threat, there should be a preference for dismantling equipment that has no useful purpose on the site.

Stipulation 36 – Gas Interconnection

Exhibit 36 should include a comparison of expected annual natural gas requirements of the Project and the actual annual natural gas use of the existing plant over the past five years. A quantitative analysis of the difference in natural gas use between the existing plant and proposed Project should be conducted.

Stipulation 37 – Back-Up Fuel

Exhibit 37 should include an analysis of the potential impacts to the Hudson River ecosystem if containment of the diesel backup fuel storage was breached, including a discussion of potential impact to shortnose and Atlantic sturgeon habitat.

Stipulation 38 – Water Interconnection

The Applicant states that it anticipates that water to support the Project's operations will be obtained from the Town of Newburgh water supply. Exhibit 38 should include a detailed assessment of the potential impact of the Project's peak water usage of the Town's water supply and infrastructure capacity. The typical estimated process water demand was reported in the PSS as being between 50 to 135 gallons per minute ("gpm"). When the facility is operating using ULSD as the back-up fuel, maximum water needs could be as high as 1,300 gpm or 1.87 million gallons per day ("mgd"). The application should include supporting data and calculations for all existing and proposed average and maximum day demand water supply design flow estimates (i.e., process water streams, potable water, fire flow, etc.).

The current capacity of the Town of Newburgh's water supply is 9.2 MGD.⁶⁶ Therefore, at peak usage, the Project could use up to 20% of the entire water supply of the Town. There should be analysis and evidence presented that the existing water distribution system is adequate for the proposed Project's maximum water supply demand under the various operating scenarios (i.e., normal, "back-up fuel", fire flow).

The Application should quantify the volume of water that will be required based on the frequency and duration of the worst-case "back-up fuel" scenario described in the PSS and should fully explore the water demand required during this time as a worst-case scenario in the water assessment for the project (i.e., maximum demand of 1,300 gpm). Exhibit 38 should also include potential increases in drought frequency and intensity due to climate change when considering available water sources for the facility, as the future safe yield of the Town's water supply could be reduced. If there is any foreseeable need to increase the Town's water supply capacity to accommodate the Project's needs, additional water supply options must be discussed in the application.

The application should specify the permitted capacity for wastewater discharge based on the existing SPDES permit and also indicate the permitted wastewater type (i.e., process, sanitary and intermingled). The applicant should also include details of the proposed modifications to the wastewater collection, storage and discharge infrastructure for all wastewater streams.

CONCLUSION

It is imperative that the Article 10 application include a thorough and accurate analysis in each exhibit consistent with Article 10 law and regulations. Developing a complete record is necessary for the Siting Board to make a fully informed decision on whether the Project is in the

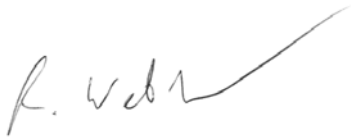
⁶⁶ See Town of Newburgh Annual Water Quality Report 2017 at 2, available at: <http://www.townofnewburgh.org/documents/awqr%202017%20web%20ready%20final.pdf>.

public interest, and for intervenors and the public to be able to meaningfully engage in the Article 10 process. We respectfully request that the Applicant consider the Joint Comments as it prepares its Article 10 application, and that the Siting Board ensure the Article 10 application is not deemed complete until it includes adequate and robust analysis on all subjects discussed herein.

Respectfully submitted,



Mayor Randy Casale
City of Beacon



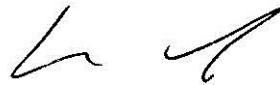
Richard Webster
Riverkeeper, Inc.



Manna Jo Greene
Hudson River Sloop Clearwater



Albert Butzel
Albert K. Butzel Law Offices
for Natural Resources Defense Council



Hayley Carlock
Scenic Hudson, Inc.

RESOLUTION NO.: _____ - 2019

OF

NOVEMBER 12, 2019

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 21, 2019
TO HEAR PUBLIC COMMENT CONCERNING AN ORDINANCE TO
AMEND CHAPTER 163 ENTITLED "FEES" OF THE CODE OF
THE CITY OF NEWBURGH TO INCREASE WATER RATES**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning an ordinance to amend Chapter 163 entitled "Fees" of the Code of the City of Newburgh to increase water rates; 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 21st day of November, 2019, in the Activity Center, 401 Washington Street, Newburgh, New York.

ORDINANCE NO.:_____ - 2019

OF

_____, 2019

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§ 293-38	Quarterly metered water rates per 1,000 gallons	
	First 1,000 gallons	Inside City: \$6.127 <u>6.74</u> Outside City: \$9.196 <u>10.12</u>
	Additional usage	Flat rate of \$6.127 <u>6.74</u> (\$9.196 <u>10.12</u> outside City) per 1,000 gallons
Minimum quarterly charge:		
Meter Size (inches)	Gallons Allowed	Inside City
+5/8	6,000	\$36.76 <u>40.44</u>
+5/8	9,000	\$82.76 <u>91.08</u>
3/4	14,000	\$85.78 <u>94.36</u>
		Outside City
		\$128.74 <u>141.68</u>

Underlining denotes additions
~~Strikethrough~~ denotes deletions

1	24,000	\$147.05 <u>161.76</u>	\$220.70 <u>242.88</u>
1 1/2	42,000	\$257.33 <u>283.08</u>	\$386.23 <u>425.04</u>
2	83,000	\$508.54 <u>559.42</u>	\$763.27 <u>839.96</u>
3	120,000	\$735.24 <u>808.80</u>	\$1,103.52 <u>1,214.40</u>
4	180,000	\$1,102.86 <u>\$1,213.20</u>	\$1,665.28 <u>1,821.60</u>
6	315,000	\$1,930.01 <u>2,123.10</u>	\$2,896.74 <u>3,187.80</u>
8	675,000	\$4,135.73 <u>4,549.50</u>	\$6,207.30 <u>\$6,831.00</u>

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

Section 2. This Ordinance shall take effect on January 1, 2020.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

10% increase

6.127	6.74	6.74
9.196	10.12	10.12
6.13	6.74	6.74
9.20	10.12	10.12

5/8"	6,000.00	36.76	40.44
3/4"	14,000.00	85.78	94.36
5/8"	9,000.00	82.76	91.08
3/4"	14,000.00	128.74	141.68

meter size	gallons	inside city	increase 10%	outside city	outside with 10%
5/8"	6,000.00	36.78	40.44		-
5/8"	9,000.00			82.80	91.08
3/4"	14,000.00	85.82	94.36	128.80	141.68
1"	24,000.00	147.12	161.76	220.80	242.88
1 1/2"	42,000.00	257.46	283.08	386.40	425.04
2"	83,000.00	508.79	559.42	763.60	839.96
3"	120,000.00	735.60	808.80	1,104.00	1,214.40
4"	180,000.00	1,103.40	1,213.20	1,656.00	1,821.60
6"	315,000.00	1,930.95	2,123.10	2,898.00	3,187.80
8"	675,000.00	4,137.75	4,549.50	6,210.00	6,831.00

Minimum bills with 10% increase in water in red

	5/8"	5/8"	3/4"	3/4"			
Water	36.78	40.44	85.82	94.36			
Sewer	39.72	43.68	92.68	101.92			
SF	8.66	8.66	8.66	8.66			
WF	3.38	3.38	3.38	3.38			
TOTAL	\$88.54	\$96.16	\$190.54	\$208.32			