



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

May 8, 2023
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of April 24, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 24 de abril de 2023
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Public Hearing - Ordinance Amending Chapter 300 Entitled "Zoning"
There will be a second public hearing on May 8, 2023 to receive comments concerning amendments to Chapter 300 entitled "Zoning" of the City of Newburgh Code of Ordinances related to adult use cannabis

Habr  una segunda audiencia p blica el 8 de mayo de 2023 para recibir comentarios sobre las enmiendas al Cap tulo 300 titulado "Zonificaci n" del C digo de Ordenanzas de la Ciudad de Newburgh relacionadas con el cannabis para uso de adultos
7. Public Hearing - City of Newburgh Long Term Control Plan Combined Sewer Control Facility Project
There will be a public hearing on May 8, 2023 to receive public comment concerning the City of Newburgh Long Term Control Plan Combined Sewer Control Facility Project at the Wastewater Treatment Plant

Habr  una audiencia p blica el 8 de mayo de 2023 para recibir comentarios p blicos relativos al Proyecto de Instalaci n de Control de Alcantarillado Combinado del Plan de Control a Largo Plazo de la Ciudad de Newburgh en la Planta de Tratamiento de Aguas Residuales

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

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

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

8. Resolution No. 77 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge NYSDOT No-Cost Time Extension Contract

Resolution authorizing the City Manager to execute a no-cost time extension agreement with the New York State Department of Transportation for the Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation Project

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de prórroga de tiempo sin costo con el Departamento de Transporte del Estado de Nueva York para el Proyecto de Rehabilitación del Puente de Lake Street/Route 32 sobre Quassaick Creek

9. Resolution No. 78 - 2023 - Scheduling Public Hearing on the City's Draft MS4 Annual Report

Resolution scheduling a public hearing to received comments concerning the City of Newburgh draft MS4 Annual Report

Resolución programando una audiencia pública para recibir comentarios sobre el borrador del Reporte Anual MS4 de la Ciudad de Newburgh

10. Resolution No. 79 - 2023 - An Agreement with Mountain Valley Guides LLC for Access and Use of the Washington Street Boat Launch and UNICO Park to Provide Kayak Rentals and Tours

Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y el uso del lanzamiento de botes de Washington Street y el parque Unico para proporcionar alquileres y excursiones de kayak

11. Resolution No. 80 - 2023 - Agreement with EDR for BOA Consulting Services

Resolution authorizing an agreement between the City of Newburgh and Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., for professional grant consulting services related to the Brownfield Opportunity Area Nomination Study of The "Newburgh, NY Hillside"

Resolución por la que se autoriza un acuerdo entre la Ciudad de Newburgh y Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., para los servicios profesionales de consultoría de subvenciones relacionados con el Estudio de Nominación del Área de Oportunidad de Brownfield de la "Ladera de Newburgh, NY".

12. Resolution No. 81 - 2023 - Approval of use of \$200,000 of ARPA Funds for Small Business Assistance Grants

Resolution authorizing and allocating \$200,000.00 of American Rescue Plan Act of 2021 funding to the City of Newburgh Small Business Assistance Grant Program

Resolución que autoriza y asigna \$200,000.00 dólares de financiación de la Ley del Plan de Rescate Americano de 2021 al Programa de Subvenciones de Asistencia a Pequeñas Empresas de la Ciudad de Newburgh

13. Resolution No. 82 - 2023 - Body Worn Camera Policy MOU

Resolution authorizing the City Manager to enter into a Memorandum of Agreement with the Federal Bureau of Investigation for use of body-worn cameras by federally-deputized task force officers during FBI task force operations.

Resolución por la que se autoriza al Administrador Municipal a formalizar un Memorando de Acuerdo con la Oficina Federal de Investigación (FBI) para el uso de cámaras corporales por parte de los agentes de las fuerzas especiales con delegación federal durante las operaciones de las fuerzas especiales del FBI.

14. Resolution No. 83 - 2023 - A.4454/S.305 Prohibition of Eviction without Good Cause

Resolution of the City Council of the City of Newburgh urging the New York State Legislature to pass and Governor Kathy Hochul to sign "Prohibition of Eviction without Good Cause" (A4454/S305).

Resolución del Consejo Municipal de la Ciudad de Newburgh urgiendo a la Legislatura del Estado de Nueva York a que apruebe y a la Gobernadora Kathy Hochul a que firme la "Prohibición de desalojo sin causa justificada."

15. Resolution No. 84 - 2023 - Resolution to Re-appoint Todd Venning as City Manager

A resolution re-appointing Todd Venning as City Manager of the City of Newburgh

Una resolución nombrando de nuevo a Todd Venning como Gerente de la Ciudad de Newburgh

16. Resolution No. 85 - 2023 - Authorizing a Payment of Claim with Ronald J. Pacheco

A resolution authorizing the City Manager to execute a payment of claim with Ronald J. Pacheco in the amount of \$150,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Ronald J. Pacheco por el monto de \$150,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 76 - 2023

OF

APRIL 24, 2023

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR MAY 8, 2023 TO HEAR PUBLIC COMMENT CONCERNING
THE ADOPTION OF THE REVISED CHAPTER 300 ENTITLED "ZONING"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the adoption of the revised Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the City Council to be held at 7:00 p.m. on the 8th day of May, 2023.

I, Karina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 4/24/23
and that it is a true and correct copy of such original.

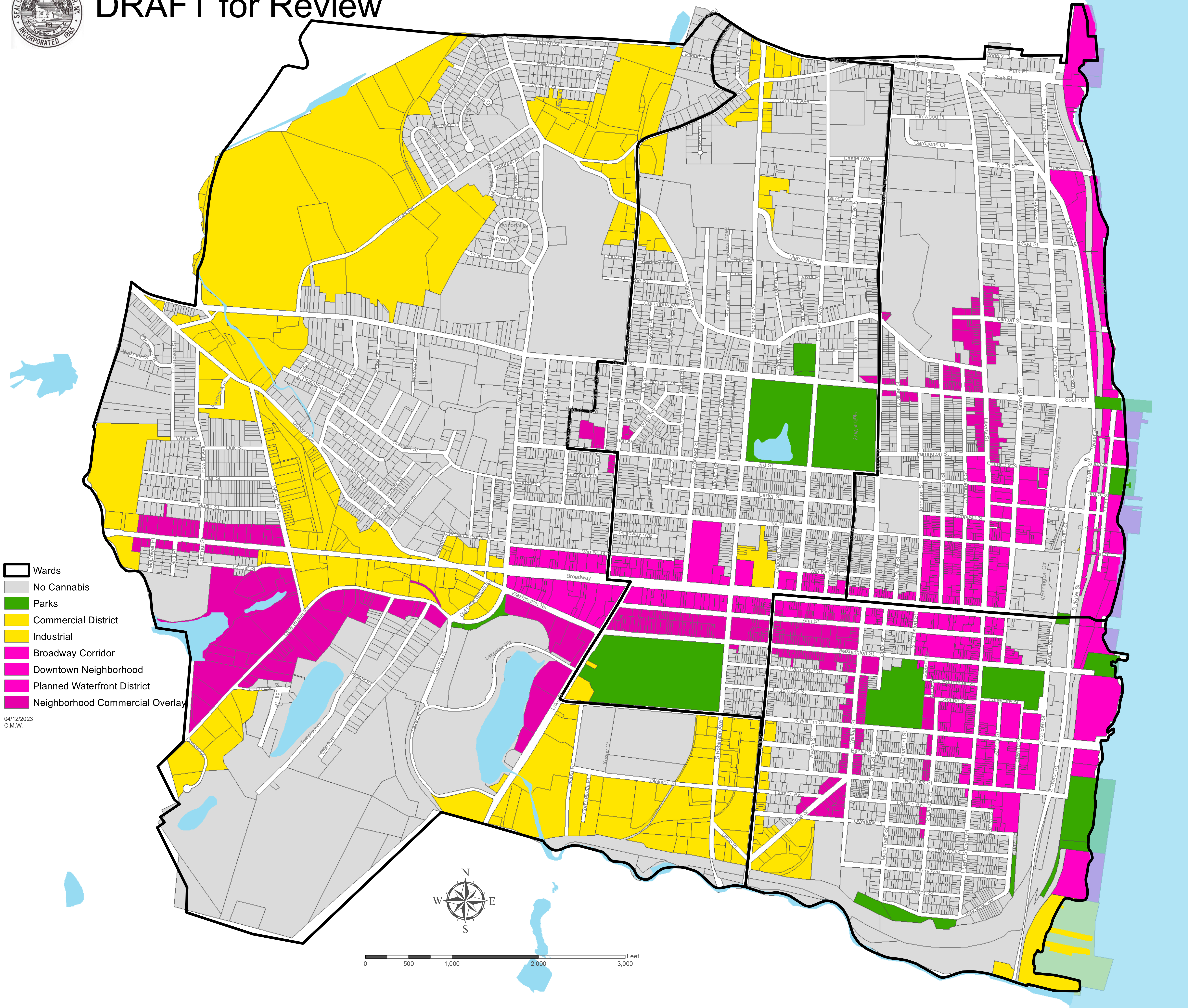
Witness my hand and seal of the City of
Newburgh this 25th day of Apr. 2023

Karina Cotten
Deputy City Clerk

City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed)



DRAFT for Review



City of Newburgh Zoning, Cannabis Retail Uses



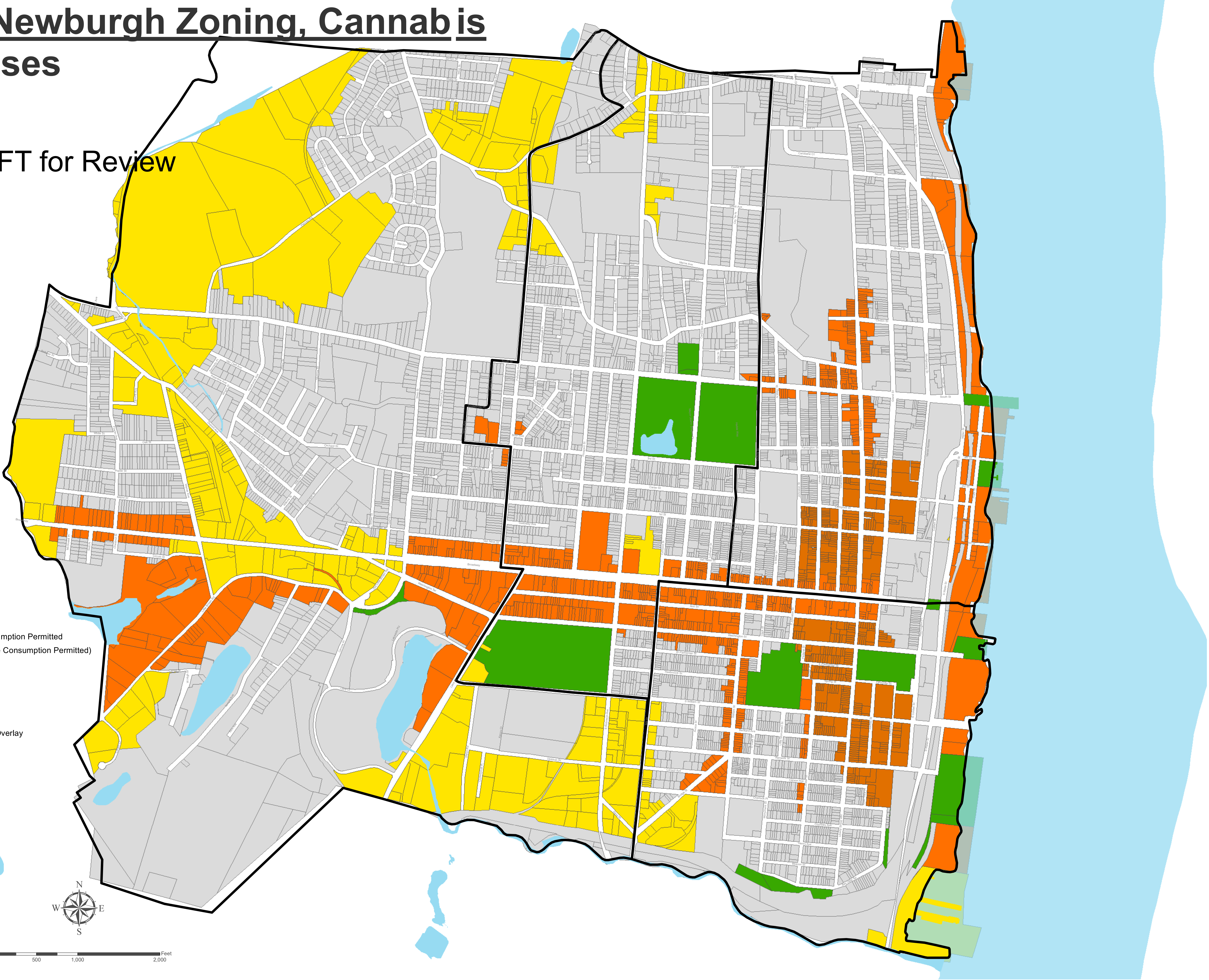
DRAFT for Review

- Wards
- No Cannabis, On-Site Consumption Permitted
- Parks (No Cannabis, On-Site Consumption Permitted)
- Commercial
- Industrial
- Broadway Corridor
- Downtown Neighborhood
- Planned Waterfront District
- Neighborhood Commercial Overlay

3/15/23
AC



0 500 1,000 2,000 Feet



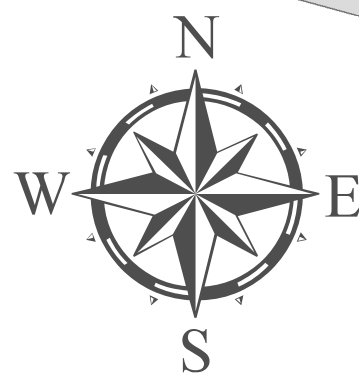
City of Newburgh Zoning, Cannabis Industrial Uses



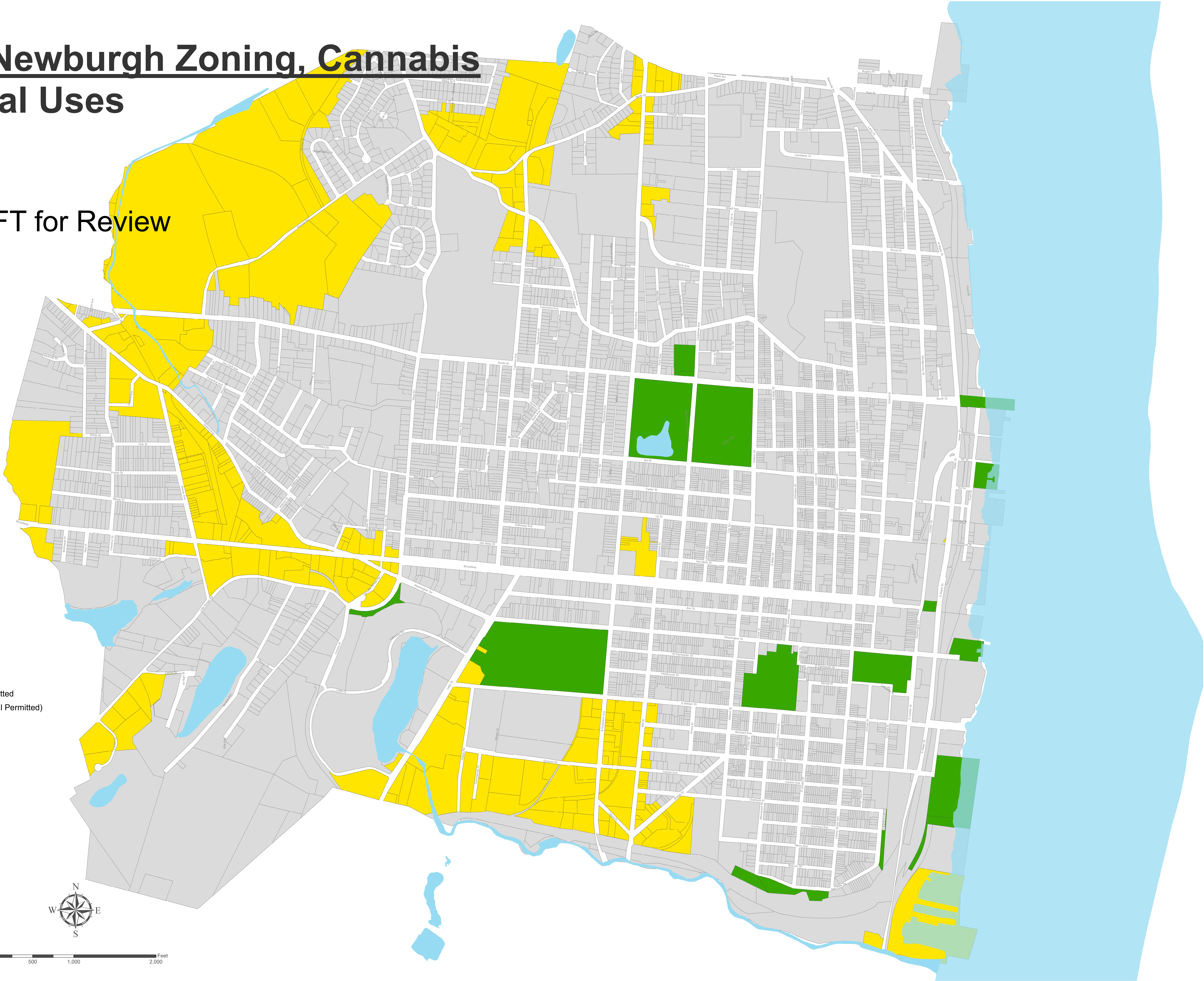
DRAFT for Review

- No Cannabis, Industrial Permitted
- Parks (No Cannabis, Industrial Permitted)
- Commercial
- Industrial

3/15/23
AC



0 500 1,000 2,000 Feet



PROPOSED CHANGES
CHAPTER 300 (ZONING) OF CITY OF NEWBURGH CODE OF ORDINANCES

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

A. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural the singular. The word "shall" is intended to be mandatory, while "should" is not; and "occupied" or "used" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied." In general, this chapter uses the word "permitted" to describe an action that requires a permit and "allowed" when a permit is not required.

B. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

ACTIVITY FACILITY — A business which, for compensation, offers indoor recreational activities, such as dance, martial arts, arts and crafts, musical or theatrical instruction, children's gyms and play centers, and other places of public or private entertainment. Activity facilities shall not include facilities intended primarily for spectator activities, such as, but not limited to, stadiums and arenas, automotive tracks, bowling alleys, parlors or amusement parks.

ADULT DAY-CARE FACILITY — An establishment which provides day-care services for hire to adults who, by reason of physical or other limitations associated with age, physical or mental disabilities or other factors, are unable or substantially unable to live independently without supervision.

ADULT USES — An adult bookstore, adult motion-picture theater, or adult entertainment cabaret, as defined herein.

- (1) **ADULT BOOKSTORE** — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.
- (2) **ADULT FILM THEATER** — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.
- (3) **ADULT ENTERTAINMENT CABARET** — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

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AGRICULTURE — An activity which includes the cultivation of the soil for food products or other useful or valuable growths of the field or garden, nursery stock and commercial greenhouses, but does not include dairying, raising of livestock, breeding or keeping of animals, fowl or birds where the same is carried on as a business or gainful occupation. Agriculture includes also the sale at retail of farm, garden or nursery products produced on the premises.

AMUSEMENT CENTER — A place of business wherein three or more coin-operated machines, games of skill or chance or other machines of a similar nature are available for use or play by the general public.

ANIMAL CARE CENTER — Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals, or for the keeping, breeding or boarding for compensation of dogs, cats, or other domestic animals, when such boarding is for more than three consecutive hours.

APARTMENT, ACCESSORY — A self-contained residential dwelling unit, clearly incidental and secondary to the principal dwelling of which it is a part, having a separate entrance and containing separate cooking, eating, sanitation and sleeping facilities for the exclusive use of the occupant, in a one-family dwelling, or in a separate accessory structure on the same lot as a one-family dwelling.

APARTMENT HOUSE (same as "multifamily dwelling") — A residential building that contains more than four dwelling units, with one primary entrance to access all dwelling units contained therein. An apartment house may include accessory uses shared by residents of the apartment house, including recreational facilities, laundry rooms, parking, seating areas and open space for the exclusive use of residents residing in the complex.

ASSEMBLY HALL/BANQUET HALL — Buildings in which the primary or intended occupancy or use is the assembly for amusement, athletic, civic, dining, educational, entertainment, political, recreational, religious, social, or similar purposes, except an assembly hall shall not include any use defined elsewhere herein, in which kitchen facilities may or may not exist.

AUTOMOBILE GASOLINE STATION — Any building or land area used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses, such as sales of lubricants, tires, accessories or supplies, and prepackaged food items and tangible consumer goods, primarily for self-service by the customer.

AUTOMOBILE SALES — Any building, land area or other premises used for the display, sale or lease of new or used automobiles, vans, trucks, trailers, or boats, but not including any repair work. Such facilities may not conduct repair services as an accessory use other than warranty or other minor repair service.

AUTOMOBILE-SERVICE/REPAIR — Any area of land, including structures thereon, available to the public, operated for gain, and which is used for repair, greasing, washing, servicing, adjusting or equipping of automobiles or other vehicles.

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AUTOMOBILE WASH — Any building or land area, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleansing devices or otherwise.

BANK — A financial institution that is open to the public and engaged in deposit banking, and that may perform closely related functions, such as making loans, investments, and fiduciary activities.

BAR — A commercial establishment, open to the general public, which sells and serves alcoholic beverages for consumption on the premises and where food may be served as an accessory use. The term "bar" includes "barroom," "wine bar," "tavern," "pub," and "saloon."

BASEMENT — A story that is wholly or partly below grade, but at least 1/2 of its height, measured from floor to ceiling, is above the average established curb level or finished grade of the ground adjoining the building.

BED-AND-BREAKFAST — A lodging facility in an owner-occupied dwelling, offering from two to five guest rooms, without separate kitchen facilities, for paying, transient guests for a period not to exceed 15 consecutive days per guest. A dining room and kitchen may be provided for serving guests of the facility, but shall not be open to the public. An Airbnb rental is a variant of this use. "Short-term, in-home lodging" shall apply for one room for up to three paying guests.

BILLIARD PARLOR — A building, or portion thereof, having within its premises three or more pool tables, billiard tables, or a combination thereof.

BOARDINGHOUSE — An owner-occupied dwelling unit, with nontransient boarders, and with common rooms used and accessible to all residents, within which are boarding units that are rented individually and occupied for sleeping and/or living purposes to nontransient occupants. A boardinghouse shall not be considered a rooming home.

BOARDING UNIT — Any room or group of rooms forming a habitable unit used or intended to be used for living or sleeping but not used for cooking purposes.

BOAT REPAIR — A facility where boats are repaired and may be stored.

BOWLING ALLEY — Indoor facility for the sport of bowling, with customary accessory uses, such as snack bars.

BUILDING — (Includes "structure.") Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

BUILDING, ACCESSORY — A building, the use and size of which is incidental to, and complementary of, the principal building on a lot.

BUILDING FRONT LINE — The line of the face of the building nearest the front lot line. The face includes covered porches, but does not include steps.

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BUILDING, MAIN (PRINCIPAL) — The building in which is conducted the primary use of the lot on which it is located.

CABARET — Any room, place, or space in which any musical entertainment, singing, dancing, or other similar amusement takes place in connection with a bar and/or restaurant, except for an adult cabaret.

CANNABIS, ADULT-USE ON-SITE CONSUMPTION – as defined in the Cannabis Law of New York State.

CANNABIS, INDUSTRIAL – includes licenses to operate as: Adult-Use Cooperative, Adult-Use Cultivator, Adult-Use Distributor, Adult-Use Processor, Conditional Adult-Use Cultivator, Nursery, Registered Organization Adult-Use Cultivator Processor Distributor Retail Dispensary, or Registered Organization Adult-Use Cultivator Processor and Distributor, as defined in the Cannabis Law of New York State.

CANNABIS, RETAIL – includes licenses to operate as: Adult-Use Retail Dispensary, Delivery, or Microbusiness, as defined in the Cannabis Law of New York State.

CAR RENTAL — A business that rents vehicles to persons or businesses for use on a transient basis. The business may include on-site facilities for servicing, storing, repairing, and fueling the vehicles.

CELLAR — That space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling, below the average established curb level or finished grade of the ground adjoining the building.

CEMETERY — A place used for the interment of human or animal remains or cremated remains.

CHILD DAY-CARE CENTER — A facility, that is not also a dwelling unit, that provides care for infants and preschool children, and may offer prekindergarten educational service, on a regular basis for more than three hours per child and is defined in 18 NYCRR Part 413 and regulated in accordance with 18 NYCRR 418.

COLLEGE/UNIVERSITY — An institution for post-secondary education, which is licensed by the State of New York to grant associate, baccalaureate, or higher degrees.

COMMERCIAL LAUNDRY — An establishment that launders and/or dries articles for commercial and not individual customers.

COMMUNITY CENTER — A place, structure, area, or other facility used for providing religious, fraternal, social, educational, or recreational programs generally open to the public, not operated for profit, and designed to accommodate and serve significant segments of the local community.

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COOPERATIVE HOUSE — A dwelling unit that is rented as a singular unit and not occupied by a family, as defined in this chapter, within which are two or more boarding units occupied for sleeping and/or living purposes by nontransient occupants. A cooperative house shall not be considered to be a rooming house.

COTTAGE INDUSTRY — A use that is conducted wholly within an enclosed building that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packing of finished products predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Light industry is capable of operation in such a manner that does not cause a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place. Such a use may or may not contain retail space. A machine shop is included in this category. **COVERAGE, BUILDING** — The area that is covered by all of the buildings on the lot.

CURB LEVEL — The established elevation of the street grade at the point that is opposite the center of the wall nearest to and facing the street line. Where a building is on a corner lot, the curb level is the average of the mean levels of the curblines on the two intersecting streets. Where there is uncertainty about the curb level, it shall be determined by the City Engineer.

DISTRIBUTION FACILITY/WAREHOUSE — A facility involving the storage and the shipment of goods in allotments. This use does not involve the manufacture or sale of goods from the premises.

DORMITORY — A building intended or used principally for sleeping accommodations, where such building is directly related to an educational or public institution, or house of worship. Such building may include common kitchen and gathering rooms, but does not contain complete dwelling units.

DRIVE-THRU (BANK, FAST-FOOD RESTAURANT, PHARMACY) — An establishment that dispenses products or services to patrons who remain in vehicles.

DRY CLEANER — An establishment for the on-premises mechanical cleaning of garments, articles or goods of fabric for retail customers, or where dropoff and pickup occurs for garments or articles that are sent to another location for mechanical cleaning or laundering. A dry cleaning establishment does not include a laundry or laundromat, which provides self-service washing or drying for use by retail customers.

DWELLING — Any building or portion thereof designed or used exclusively for nontransient residential use.

DWELLING, DETACHED — A dwelling having no common walls, floors or ceilings with any other dwelling unit.

DWELLING, FOUR-FAMILY — A building containing four dwelling units only, on a single lot of record.

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DWELLING, MULTIFAMILY — See "apartment house."

DWELLING, ROW OR ATTACHED (TOWNHOME) — A dwelling, having common walls with one or more dwelling units, also referred to as a "townhome." A row dwelling sharing one common wall shall be deemed an end unit. This term shall also refer to two dwellings sharing one party or lot line wall and commonly referred to as a "duplex."

DWELLING, SINGLE-FAMILY — A building containing not more than one dwelling unit and not having more than one kitchen on a single lot of record.

DWELLING, THREE-FAMILY — A building containing three dwelling units only on a single lot of record.

DWELLING, TWO-FAMILY — A building containing two dwelling units only on a single lot of record.

DWELLING UNIT — A single unit with one or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for the use of one family only.

FAMILY — One, two, or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.

FAMILY DAY-CARE — A facility located in a residential structure, which is owner occupied as a family residence, that provides daytime care of more than three hours per day per child for three to 12 infants, preschool children, and school age children six to 12 years of age for compensation. A family day-care includes those day-care facilities defined by New York State in 18 NYCRR Part 413 as "family day-care home" and "group family daycare home." Such facility must be licensed by New York State and operated in accordance with all applicable regulations.

FLOOR AREA, BUILDING — The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

FRONTAGE — The length of a lot that borders a single street.

FRONTAGE OCCUPANCY — The percentage of the lot width which must be occupied by either a front building facade or structures that screen parking, located within the area of the front lot line and the maximum front yard setback.

FUNERAL HOME — The establishment of a funeral director or undertaker, which includes facilities for the conduct of funeral services, but not cremation.

GARAGE, PRIVATE — Part of a principal residential building, or an accessory building located on the same lot as the principal residential building, designed primarily for the storage of motor vehicles.

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HEIGHT, BUILDING — The vertical distance measured from curb or grade level at the front of the building to the highest level of a flat or mansard roof or to the average height of a pitched, gable, hip or gambrel roof, excluding bulkheads, and similar constructions enclosing equipment or stairs, provided that they are less than 12 feet in height and do not occupy more than 30% of the area of the roof upon which they are located.

HOME OCCUPATION — Any use customarily conducted entirely within a dwelling or its accessory structures and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of dwelling for residential purposes and does not change the character thereof.

HOSPITAL — An institution, licensed by the State of New York, which provides primarily transient or acutely needed human physical and/or mental health services and which includes inpatient facilities.

HOTEL — A building, or portion thereof, containing rooms occupied by transient guests who are lodged for payment, with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, conference centers, recreational facilities and gift shops for the guests of the hotel.

HOUSE OF WORSHIP — A building, or portion thereof, together with its accessory buildings and uses, where persons regularly assemble for religious worship, services, and social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain ceremonies and purposes.

INDUSTRIAL USES — A business use or activity at a scale greater than home industry, involving the manufacture, fabrication, processing, reduction, assembly, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof.

IN-LAW APARTMENT — See "apartment, accessory."

LAUNDROMAT — A facility which provides self-service washing or drying for use by retail customers.

LIVE/WORK — A dwelling which is owner-occupied, and which provides a commercial ground floor space and residential space above, for the family, craft or business and retail space for creating sales.

LOT — (Includes "plot") A parcel of land occupied or capable of being occupied by one building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter.

LOT, CORNER — A lot at the junction of, and having frontage on, two or more intersecting streets.

LOT, DEPTH — The mean distance between the front and rear lot lines, measured in the general direction of its side lot lines.

LOT LINE — Any line dividing one lot from another or separating a lot from a street right-of-way line.

LOT, THROUGH — A lot having frontage on two streets, but not at the intersection of those two streets.

LOT, WIDTH — The mean distance of a lot measured at right angles to its depth, at the required setback line.

MEMBERSHIP CLUB — An unincorporated association of persons for common social purpose or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to, or associated with a profit-making venture and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

MIXED USE — A development or a single building in which there may be a blend of uses, including residential, commercial, cultural, institutional, or industrial, where those functions are physically and functionally integrated; most prominently a ground floor with a restaurant, theater, or retail shop and offices and/or residential use above.

MOBILE HOME — A structure mounted on axles and wheels containing living facilities and which was designed to be towed by an automobile or truck from place to place. Such structure will not be considered a mobile home for purposes of this chapter if it is placed on a permanent foundation and modified to meet applicable building code requirements for a residential structure.

MOTEL — See "hotel."

MUSEUM — A building serving as a repository for a collection of natural, scientific or literary curiosities, objects of interest or works of art, and arranged, intended and designed to be used by members of the public for viewing, with or without an admission charge, together with customary accessory uses, including, for example, retail sale of goods to the public; cafe food service, art, dance and music performances, literary readings, and showing of films.

NEIGHBORHOOD RETAIL — A store serving the local retail business needs of the residents of the neighborhood, including but not limited to books, flowers, clothing, groceries, and pharmaceuticals.

NONCONFORMING LOT — Any lot lawfully existing on record on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such lot is situated as a result of the enactment.

Underline denotes additions

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NONCONFORMING STRUCTURE — Any building lawfully existing on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such building is situated as a result of the enactment.

NONCONFORMING USE — Any use lawfully existing on the effective date of this chapter, or any amendment thereto, that does not conform to the district use regulations of this chapter for the zoning district in which such use is situated as a result of the enactment.

NURSING HOME — An institution, licensed by the State of New York, which provides nursing care and related medical services on a twenty-four-hour basis to primarily nontransient clients for remuneration.

OFFICE PARK — A group of two or more principal buildings and their accessory uses, together with any open space remaining, located on one lot, which buildings have a unified site plan and shall be designed to function as one project. The buildings in an office park shall be occupied or used principally for businesses or professional offices that are designed, constructed, and maintained on a coordinated basis.

OPEN SPACE — That portion of the lot that is unencumbered by any structure or any other impervious surface.

PARKING AREA, COMMUNITY — A building, or part thereof, or a surface used for parking vehicles for remuneration.

PARKING SPACE — A space available for the parking of one vehicle.

PARKS, OPEN SPACE AND RECREATION — Those areas owned or used by the City, other public entity or government, or nonprofit organizations that are devoted to parks, playgrounds, recreation areas, nature preserves, or open space.

PERSONAL SERVICES — An establishment that is primarily engaged in frequent or recurring provision of individual services generally related to personal needs, and is not separately defined herein. These uses may also include accessory retail sales of products related to the service provided. Examples of personal services include but are not limited to: barbershops, nail salons, massage facilities, tailors.

PROFESSIONAL OFFICE — The office of a member of a recognized profession maintained for the conduct of that profession in any of the following related categories: architectural, engineering, planning, law, interior design, accounting, insurance, real estate, medical, dental, optical, or any similar type of profession.

PUBLIC UTILITY — Any person, firm, corporation, or governmental agency duly authorized to furnish to the public, under governmental regulation, electricity, gas, water, sewage treatment, steam, cable television, telephone, or telecommunications but shall not mean any person or entity that provides wireless telecommunication services to the public.

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RECREATIONAL VEHICLE — A vehicular unit, which is designed as a temporary dwelling for travel, recreational, and vacation use, and which is self-propelled, mounted on, or pulled by another vehicle. Examples include, but are not limited to a travel trailer, camping trailer, truck camper, motor home, fifth-wheel trailer, or van camper.

RESIDENTIAL CARE FACILITY — A supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

RESTAURANT — Any establishment where the principal use is the preparation and sale of food and beverages to customers seated at a table or counter, served by a waiter or waitress, or at a buffet for consumption of the food on the premises. A restaurant may include the serving of alcoholic beverages and the provision of carry-out food service if they are incidental to the consumption of food and beverages. The term "restaurant" does not include a business whose principal operation is as a bar, cabaret, carry-out food service, or a fast-food establishment.

RESTAURANT, CARRY-OUT — Any establishment where food and/or beverages are prepared and served in a ready-to-consume state and whose design or principal method of operation includes one or both of the following characteristics: customers order from a menu board or serve themselves from a buffet and principally carry out their food and/or beverages for consumption off premises.

RESTAURANT, FAST-FOOD — Restaurants where most customers order and are served food inside the premises at a counter, to be taken to a table for consumption or in packages prepared to leave the premises. See "drive-thru" for where customers are served their food in a motor vehicle through a service window, in packages prepared to leave the premises.

RETAIL — A business that sells goods directly to the general public, for business, personal or household consumption, where such goods are available for immediate purchase and removal from the premises by the purchaser and are not defined elsewhere in this chapter. Retail businesses include but are not limited to hardware stores, liquor stores, newsstands, shoe stores, stationery stores, convenience stores.

RIGHT OF WAY – a legal right that allows for passage over another person's ground. As used in §300-21, a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

ROOMING HOUSE — Any dwelling, other than a boardinghouse, within which are boarding units rented individually and occupied for sleeping and/or living purposes to nontransient occupants. No common rooms are provided for the use of the residents.

SCHOOL OF GENERAL INSTRUCTION (EDUCATIONAL SERVICES) — Any public school operated under the laws of the State of New York or nonpublic school offering courses in general

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instruction at least five days per week and seven months per year and generally serves students in grades corresponding to Pre-K through 12th grade.

SELF-STORAGE — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for storage of personal property.

SETBACK — The horizontal distance from such lot line to the part of the building which is nearest to such line.

SHOPPING CENTER — An area planned, as a whole with one site plan approval, for occupancy by three or more retail stores, light industrial uses, or professional offices with common accessory parking, that are designed, constructed, and maintained on a coordinated basis.

SHORT-TERM, IN-HOME LODGING FACILITY— Lodging for paying guests for no more than one room and no more than three guests and for no more than 15 days. (See "bed-and-breakfast.")

SIGN — Includes every sign, billboard, general sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

STORAGE YARD — A building or area of land where a person, firm or corporation engaged in the construction business, or a related field, stores building materials, equipment and supplies exclusively in the business as a contractor.

STORY — The portion of a building which is between one floor level and the next higher floor level, or the roof. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six or more feet above the finished grade. A cellar shall not be deemed to be a story if unfinished and without human occupancy.

STORY, HALF — A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

STREET — A public or private way which affords the principal means of access to abutting properties.

TATTOO PARLOR — Any building or premises in which a tattooist lawfully conducts his or her practice of marking a body with indelible ink or pigments.

TAXI SERVICE — A service that offers transportation in motor vehicles to persons for compensation. The business may include facilities for servicing, storing, and fueling the vehicles.

TECHNICAL SCHOOL — A school established to provide for the teaching of industrial, clerical, managerial, trade, or artistic schools.

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THEATER/AUDITORIUM — A place of public assembly used for spectator presentations including movie or professional theater, indoor concert venue or other performance with temporary or permanent seating, for admission to which an entrance fee is received.

TOWNHOME — See "dwelling, row or attached."

TRAILER — Any vehicle without motive power, designed to be towed by a motor vehicle, except as defined elsewhere herein.

TRANSIENT — Temporary daily or weekly occupancy.

USE, ACCESSORY — A use that is clearly incidental to the principal use of a building or lot.

WHOLESALE — An establishment primarily engaged in the display, storage, distribution and sale of merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers, or acting as agents or brokers and buying merchandise for or selling to such individuals or companies. Such establishments are not generally open to the general public.

YARD (FROM REAR, SIDE) — The portion of the lot between the lot line and the required setback; or if no minimum setback is required the portion of the lot between the lot line and the facade of the building.

§ 300-47 **Neighborhood Commercial Overlay District.**

A. The purpose and intent of the Neighborhood Commercial Overlay District (NC) is to:

- (1) Recognize the existing development pattern within the area of the City along the gateways to the City and westernmost portion of Broadway.
- (2) To allow multiple uses within buildings and within lots in order to promote market-driven uses and redevelopment within targeted areas of the City, as identified in the Future Land Use Plan.

B. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require site plan approval.

- (1) Retail store.
- (2) Restaurant.
- (3) Personal services.
- (4) Professional office.
- (5) Mixed use.
- (6) Animal care facility.
- (7) Adult day-care facility.
- (8) Child-care center.
- (9) Technical school.
- (10) Cannabis, Retail

C. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require special use permit approval.

- (1) Cannabis, Adult-Use On-Site Consumption

D. Off-street parking. Off-street parking required for the uses listed in ~~Subsection B~~ Subsections B and C shall be the same as those listed for the ~~CD~~ Commercial District.

E. Bulk and area requirements for the uses listed in ~~Subsection B~~ Subsections B and C above shall be the same as the underlying zoning.

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Movie or professional theater, indoor concert venue				S	S				S	S	S	S
Nursing home			S	S	S		S	S	P*	P*	P*	P*
Office park					P*	P*	P*					
Personal services					P	A	P P*		P	P	P*	P*
Restaurant					P*	A	P*		P	P	P*	P*
Restaurant, carry-out					P*	A	P*		P	P*	P*	
Restaurant, fast-food					P*	A	P*		P	P*	P*	
Retail					P	A	S P*		P	P	P*	P*
Retail, neighborhood			S	S	P	A	P P*		P	P	P*	P*
Self storage					P*	P*						
Shopping center					P*							
Tattoo parlor					P				P	P	P*	P*
Taxi service				S	S	S	S		P*			
Technical school					S	P*	S P*		S	S	S	

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Industrial												
Agriculture		S	S	S	P*	P*	Ⓢ	S				
Automobile gas station					S	S	Ⓢ					
Automobile sales					S	S	Ⓢ					
Automobile service/repair				S	S	S	Ⓢ					
Automobile wash					S	S	Ⓢ					
Boat repair						P*						S
Distribution facility/warehouse					P*	P*						
Dry cleaner; commercial laundry					P*	P*	Ⓟ		P*			
Industrial uses						P*						
Storage yard					P*	P*	Ⓢ					
Wholesale					P	P*	Ⓟ		P*			

Use	Broadway Corridor	Downtown Neighborhood	Waterfront Gateway	Planned Waterfront District
	(BC)	(DN)	(WG)	(PWD)
Residential				
Apartment house	P	P*	P*	P*
Four-family dwelling	P	P*	P*	P*
Two- or three-family dwelling	P	P	P*	P*
Row or attached dwelling (townhome)		P	P*	P*
Two-family detached dwelling		P	P*	
One-family detached dwelling		P	P*	P*
Residential care facility	P	P	P*	P*
Cooperative house	P	P	P*	P*
Accessory apartment				
Bed-and-breakfast	A;S	A;S	A;S	A;S
Short-term in-home lodging	A	A	A	
Boardinghouse				
Customary home occupation	A;S	A;S	A;S	A;S
Rooming house	S	S	S	S
Mixed use with residential	P*	P*	P*	P*
Live/work	P*	P*	P*	P*

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Institutional				
Buildings, uses or facilities of any governmental unit	P*	P*	P*	P*
Cemetery	P*	P*	P*	P*
College/university	P*	P*	P*	
Community center	P*	P*	P*	P*
Parking lot	P*	S	S	S
Community parking lot	P*	S	S	S
Dormitories	A	A	A	A
Hospital	A;S	A		
House of worship	P*	P*	P*	P*
Membership club	P*	P*	P*	P*
Museum	P*	P*	P*	P*
Parks, open space, recreational facilities	P	P	P*	P*
Public libraries	P*	P*		
School of general instruction	P*	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Activity facility	P	P	P*	P*
Adult day-care facility	P	P	P*	P*
Adult uses				
Amusement center	S	S		
Animal care facility	S	S		
Assembly hall	P*		P*	P*
Bank	P		P*	
Bar	P	P*	P*	P*
Billiard parlor	P	P*	P*	
Bowling alley	P*	P*	P*	P*
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	
Professional office	P	P	P*	P*
Cabaret	P	P	P*	P*
Car rental	S	S	S	
<u>Cannabis, Adult-Use On-Site Consumption</u>	<u>S</u>	<u>S</u>		<u>S</u>
<u>Cannabis, Industrial</u>				
<u>Cannabis, Retail</u>	<u>P*</u>	<u>P*</u>		<u>P*</u>
Child day-care	P	P	P*	P*
Cottage industry	P	P	P*	P*
Drive-thru (bank, restaurant, pharmacy, etc.)	P*	P*	P*	
Funeral home	P*	P*	P*	
Hotel	P*	P*	P*	P*
Laundromat	P	P		
Marina			P*	P*
Movie or professional theater, indoor concert venue	S	S	S	S
Nursing home	P*	P*	P*	P*
Office park				
Personal services	P	P	P*	P*
Restaurant	P	P	P*	P*
Restaurant, carry-out	P	P*	P*	
Restaurant, fast-food	P	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Retail, neighborhood	P	P	P*	P*
Self storage				
Shopping center				
Tattoo parlor	P	P	P*	P*
Taxi service	P*			
Technical school	S	S	S	
Industrial				
Automobile gas station				
Automobile sales				
Automobile service/repair				
Automobile wash				
Agriculture				
Boat Repair				S
Distribution facility/warehouse				
Dry cleaner; commercial laundry	P*			
Industrial uses				
Storage yard				
Wholesale	P*			

Schedule of Bulk, Area, and Parking Regulations: Commercial and Industrial Zones

Use	Commercial Use Type	Industrial Use Type	Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Activity Facility	P*	P*	P*	P	—	—	—	4	45	60%	1 per 4 people allowed during maximum occupancy
Adult day-care facility			P*	P	—	—	—	4	45	60%	1 per 300 square feet
Adult Uses	S	S			—	—	—	4	45	60%	1 per 2 people allowed during maximum occupancy
Agriculture	P*	P*	S		As determined by City Planning Board and in accordance with facility master plan						
Amusement center	P*	P*	P*	S	—	—	—			60%	1 per 200 square feet
Animal care facility	S	S	<u>P*</u>	S	—	—	—	4	45	60%	1 per 200 square feet
Assembly hall/banquet hall	P*	P*		P*	—	—	—	4	45	60%	1 per 3 people allowed during maximum occupancy

Automobile gasoline station	S	S	S		10	5	10	1	15	60%	1 per 3 gas pumps; plus parking for accessory uses
Automobile service/repair	S	S	S		10	5	10	2	25	60%	2 per repair bay
Automobile wash	S	S	S		10	5	10	1	15	60%	*
Bank	P*	A	P*	P	—	—	—	4	45	60%	1 per 300 square feet
Bar	P*	P*	P*	P	—	—	—	4	45	60%	1 per 150 square feet
Billiard parlor	P*	P*		P	—	—	—	4	45	60%	1.5 per table
Boat repair		P*			10	5	10	2	25	60%	As determined by City Planning Board
Bowling alley	P*	P*	P*	P*	—	—	—	4	45	60%	3 per lane; plus parking for accessory uses if such uses occupy more than 300 square feet
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	P*	10	10	10	4	45	70%	1 per 1,000 square feet
Business or professional office; office	P	P	P <u>P*</u>	P	—	—	—	4	45	60%	1 per 300 square feet

Cabaret	S	S		P	—	—	—	4	45	60%	1 per 100 square feet
<u>Cannabis, Adult-Use On-Site Consumption</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	—	—	—	<u>4</u>	<u>45</u>	<u>60%</u>	<u>1 per 150 square feet</u>
<u>Cannabis, Industrial</u>	<u>P*</u>	<u>P*</u>	—	—	—	—	—	<u>4</u>	<u>45</u>	<u>60%</u>	<u>1 per 150 square feet</u>
<u>Cannabis, Retail</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	—	—	—	<u>4</u>	<u>45</u>	<u>60%</u>	<u>1 per 150 square feet</u>
Car rental	S	P*		S	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for rental vehicles
Cemetery (3)	P*	P*	<u>P*</u>	P*	20	20	20	2	25	As determined by City Planning Board	
College/university				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		<u>P*</u>		—	—	—	4	45	60%	1 per 500 square feet
Child day-care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/warehouse	P*	P*			10	10	10	3	35	70%	1 per 1,000 square feet
Drive-thru	P*		<u>P*</u>	P*	—	—	—	4	45	60%	As determined by City Planning Board
Dry cleaner/commercial laundry	P*	P*	<u>P*</u>	P*	10	10	10	3	35	70%	1 per 500 square feet

Funeral home	P*		P*	P*	—	—	—	4	45	60%	1 per 100 square feet or, 1 per 5 seats in chapel, whichever is greater
Hospital	A			A/S	As determined by City Planning Board and in accordance with facility master plan.						
Hotel/motel	P*			P*	—	—	—	4	45	60%	1.0 per room; plus parking for accessory uses
House of worship	P*			P*	0	20	20	4	45	70%	1 per 5 seats
Industrial uses		P*			10	10	10	3	35	70%	1 per 1,000 square feet
Membership club	S	S	S	P*	—	—	—	4	45	60%	As determined by City Planning Board
Movie or professional theater	S			S	—	—	—	4	45	60%	1 per 4 seats
Museum	S	S	S	P*	—	—	—	4	45	60%	1 per 300 square feet
Nursing home	S		S	P*	0	10	20	6	60	55%	1 per 4 beds, or as determined by City Planning Board

Park	P	P	P	P	—	—	—				As determined by City Planning Board
Parking area, community	P	P	P	P*	5	5	5	4	45		
Personal services	P	A	P <u>P*</u>	P	—	—	—	4	45	60%	1 per 300 square feet
Residential care facility				P	0	5	20	4	45	55%	0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	—	—	—	4	45	60%	1 per 100 square feet
Restaurant, carry-out	P*	A	P*	P	—	—	—	2	25	60%	1 per 100 square feet
Restaurant, fast-food	P*	A	P*	P	—	—	—		25	60%	1 per 100 square feet
Retail store	P	A	S <u>P*</u>	P	—	—	—	2	45	60%	1 per 300 square feet
Retail, neighborhood	P	A	P <u>P*</u>	P							
Rooming house	S			S	—	—	—	4	45	60%	0.5 per boarding unit
Self storage	P*	P*			10	10	10	4	45	70%	1 per 1,000 square feet
Shopping center	P*				—	—	—	4	45	60%	1 per 300 square feet
Tattoo parlor	P			P	—	—	—	4	45	60%	1 per 300 square feet

Taxi service	S	S	§	P	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for all fleet vehicles
Technical school	S	P*	§ <u>P*</u>	S	—	—	—	4	45	60%	As determined by City Planning Board
Wholesale	P	P*	P	P*	10	10	10	4	45	70%	1 per 1,000 square feet

NOTES:

- 1 Must also comply with § **300-53**.
- 2 Parking subject to Article **IX**
- 3 Cemetery must have a minimum lot size of 40,000 square feet.

Accessory structures and uses are permitted pursuant to § **300-31**, Accessory uses and structures, as well as the other applicable sections of this chapter.

A new Part 119, titled Municipality Rulemaking, is added to read as follows:

Part 119

Municipality Rulemaking

Part 119- Municipality Rulemaking

§ 119.1 Preemption and Prohibitions on Municipality Rulemaking.

§ 119.2 Authorizations for Municipality Rulemaking.

§ 119.3 Notifications to Municipalities.

§ 119.4 Measurement of Distance from School Grounds, Houses of Worship, Community Facilities and Between Adult-Use Retail Dispensaries and On-Site Consumption Sites

§ 119.5 Unreasonably Impracticable; Review and Determination.

§ 119.6 Severability.

§119.1 Preemption and Prohibitions on Municipality Rulemaking.

(a) Pursuant to section 131(2) and 85(12) of the Cannabis Law, the governing body of a county, town, city and village are preempted from adopting any law, rule, ordinance, regulation or prohibition pertaining to the operation or registration, licensure, or permitting of a registered organization, adult-use cannabis license or cannabinoid hemp license. The Board prohibits municipalities to pass local laws and regulations governing the following activities:

- (1) adopting local laws that impose a special fee that is specific to cannabis businesses on the approved licensee that intends to operate within their jurisdiction;
- (2) adopting local laws that impose a fee on adult-use retail dispensary or on-site consumption licenses, except where the fees are also applicable to off-premises liquor establishments licensed under the State Liquor Authority prior to the thirty first of March two thousand twenty-one, and such law does not conflict with the Cannabis Law or this Part.
- (3) adopting local laws that impose a tax or a fee on the cultivation, processing, manufacturing, distribution or sale of cannabis or cannabis product in this State other than any usual and customary fees associated with similarly situated businesses.
- (4) adopting local laws that prohibit a premises, for which an adult-use cannabis retail dispensary or on-site consumption license has been issued, from being located within a distance, to be measured in accordance with section 119.5 of this Title, that is:
 - (i) no less than a 1,000 foot radius of another premises for which a license of the same type has been issued in a city, town or village having a population of 20,000 or more; and
 - (ii) no less than a 2,000 foot radius of another premises for which a license of the same type has been issued in a city, town or village having a population of 20,000 or less.

(5) adopting or executing any agreement where the municipality, community organization or association affiliated with such municipality, otherwise receives any additional benefit outside of general operation from or imposes any duty or obligation on any applicant, registrant, licensee or permittee of the Board;

(6) adopting a local law that would deny any right, privilege, permit, variances, approvals to any licensed adult-use retail dispensary premises that has been in existence continuously from a date prior to the date when a building on the same road or street within:

(i) 500 feet of said licensed adult-use retail dispensary premises has been occupied exclusively as school grounds;

(ii) 200 feet of said licensed adult-use retail dispensary premises has been occupied exclusively as a house of worship; or

(iii) 500 feet of said licensed adult-use retail dispensary premises has been occupied as a community facility, if the municipality has passed such ordinance.

(b) A retail dispensary shall be in a location consistent with public convenience and advantage standards as determined by the Board.

(c) The Board may issue a license pursuant to this section for a premises which shall be within a 2,000 foot radius of an existing premises licensed and operating in a city, town, or

village having a population of 20,000 or less, pursuant to this section, after it determines that granting such license would be in the public interest.

§ 119.2 Authorizations for Municipality Rulemaking.

(a) All municipalities and counties are hereby preempted from adopting any law, rule, ordinance, regulation or prohibition pertaining to the registration, licensing, permitting or operation of registered organizations, adult-use cannabis businesses, or, or cannabinoid hemp businesses, provided however, such municipality may enact local laws and regulations governing the time, place and manner of the operation of licensed adult-use cannabis retail dispensaries and/or on-site consumption sites, provided that such law or regulation shall not make the operation of such licensed retail dispensaries or on-site consumption sites unreasonably impracticable as determined by the Board. To the extent the following is not unreasonably impracticable, the Board authorizes municipalities to pass local laws and regulations governing the time, place, and manner, which shall mean and apply to the following activities:

(1) the hours of operation for adult-use retail dispensary, during which cannabis products can be sold at retail, which:

(i) shall not be allowed to operate from 2:00 ante meridiem to 8:00 ante meridiem, unless given express written permission by such municipality, or the municipality passes a local ordinance, authorizing it to operate beyond such hours; and

(ii) shall not restrict operations to less than 70 hours a week, provided however, this provision shall not be construed as removing the licensees' discretion to operate for less hours of operation.

(2) the hours of operation for on-site consumption site, during which cannabis products can be sold at retail, which:

(i) shall not be allowed to operate from 4:00 ante meridiem to 8:00 ante meridiem.

(ii) shall not restrict operations to less than 70 hours a week provided however, this provision shall not be construed as removing the licensees' discretion to operate for less hours of operation.

(3) business operations within historical districts;

(4) parking;

(5) traffic control including, but not limited to, pedestrian and vehicular traffic;

(6) odor, consistent with the Public Health Law Article 13-E and the Clean Indoor Air Act;

(7) noise; and

(8) distance requirements between a licensed premises and a community facility, provided however, that such distance requirement is no greater than 500 feet from the licensed premises and the community facility. This provision shall not apply to licensees operating pursuant to Part 116 of this Title.

§ 119.3 Notifications to Municipalities.

(a) Pursuant to section 76 of the Cannabis Law, notifications to municipalities regarding adult-use retail dispensary or on-site consumption licenses shall be in a form provided by the Office, and contain the following information:

- (1) applicant contact information;
- (2) trade name or “doing business as” name;
- (3) full name of the applicant;
- (4) street address of the establishment, including the floor location or room number, if applicable;
- (5) the mailing address of the establishment, if different than the street address;
- (6) the name, address and telephone number of the attorney or representative of the applicant, if any;

- (7) a statement indicating whether the application is for:
 - (i) a new establishment;
 - (ii) a transfer of an existing licensed business;
 - (iii) a renewal of an existing license; or
 - (iv) an alteration of an existing licensed premises;
 - (8) if the establishment is a transfer or previously licensed premises, the name of the old establishment and such establishment's registration or license number;
 - (9) in the case of a renewal or alteration application, the registration or license number of the applicant; and
 - (10) the type of license.
- (b) A municipality shall have 30 days from the receipt of the notification from an applicant to express an opinion for or against the granting of such registration, license or permit application and any such opinion shall be part of the record upon which the Office makes its recommendation to the Board to grant or deny an application; Provided however, a municipality

may request additional time in writing and upon showing a reasonable documented effort for an extension.

§ 119.4 Measurement of Distance from School Grounds, Houses of Worship, Community Facilities and Between Adult-Use Retail Dispensaries and On-Site Consumption Premises

(a) No adult-use retail dispensary or on-site consumption license shall be granted for any premises which shall be:

(1) on the same road and within 200 feet of a building occupied exclusively as a house of worship;

(2) on the same road and within 500 feet of school grounds;

(3) on the same road of a community facility if the municipality has enacted an ordinance in accordance with section 119.2 of this Title;

(4) in a city, town or village having a population of 20,000 or more within a 1,000 foot radius of another premises for which a license of the same type has been issued;

(5) in a city, town or village having a population of 20,000 or less within a 2,000 foot radius of another premises for which a license of the same type has been issued;

(6) The measurements in subdivision (a) of this section are to be taken in a straight line from the center of the nearest entrance of such house of worship or the nearest point of school grounds to the center of the nearest entrance of each such premises licensed and operating pursuant to this section 72 and section 77 of the Cannabis Law; except, however that no renewal license shall be denied to any premises at which a license under this Chapter has been in existence continuously from a date prior to the date when a building on the same road and within 200 feet of said premises has been occupied exclusively as a house of worship or 500 feet of said premises has been occupied by schoolgrounds.

(i) Within the content of this paragraph, the “entrance” shall mean a main door of a house of worship, or of premises licensed and operating pursuant to this section, regularly used to give ingress to the students of the school, to the general public attending the house of worship, and to patrons or guests of the premises licensed and operating pursuant to this section or of the premises sought to be licensed, except that where a school or house of worship or premises licensed and operating pursuant to this section or the premises sought to be licensed is set back from a public thoroughfare, the walkway or stairs leading to any such door shall be deemed an entrance; and the measurement shall be taken to the center of the walkway or stairs at the point where it meets the building line or public thoroughfare. Such definition shall not include cellars, back and side doors, delivery entrances, or emergency exits.

(ii) If the school or house of worship or premises licensed and operating pursuant to this section or the premises sought to be licensed is located in a multi-story building, the building “entrance” at the road level is used.

(iii) If the school or house of worship or premises licensed and operating pursuant to this section or the premises sought to be licensed is situated on a corner lot, such establishment is considered to be on both roads of the intersection, whether or not there is an entrance to the building on both roads.

(iv) A door which has no exterior hardware, or which is used solely as an emergency or fire exit, or for maintenance purposes, or which leads directly to a part of a building not regularly used by the general public or patrons, is not deemed an “entrance.”

(v) Within the context of this section, a building occupied as a house of worship does not cease to be “exclusively” occupied as a house of worship by incidental uses that are not of a nature to detract from the predominant character of the building as a house of worship, such uses including, but not limited to:

(a) the conduct of legally authorized games of bingo or other games of chance held as a means of raising funds for the not-for-profit religious organization which conducts services at the house of worship or for other not-for-profit organizations or groups;

(b) use of the building for fund-raising performances by or benefitting the not-for-profit religious organization which conducts services at the house of worship or other not-for-profit organizations or groups;

(c) the use of the building by other religious organizations or groups for religious services or other purposes;

(d) the conduct of social activities by or for the benefit of the congregants;

(e) the use of the building for meetings held by organizations or groups providing bereavement counseling to persons having suffered the loss of a loved one, or providing advice or support for conditions or diseases including, but not limited to, alcoholism, substance use disorder, cancer, cerebral palsy, Parkinson's disease, or Alzheimer's disease; the use of the building for blood drives, health screenings, health information meetings, yoga classes, exercise classes or other activities intended to promote the health of the congregants or other persons; and

(f) use of the building by non-congregant members of the community for private social functions.

(vi) The building occupied as a house of worship does not cease to be "exclusively" occupied as a house of worship where the not-for-profit religious organization occupying the house of worship accepts the payment of funds to defray costs related to another party's use of the building.

§119.5 Unreasonably Impracticable; Review and Determination.

(a) Pursuant to section 131(2) of the Cannabis Law and in accordance with this Part, no rules, regulation, ordinance, or actions of the municipality shall be effective or enforceable if

such action otherwise impedes on duties and obligations of the Board as set forth under the Cannabis Law, violates any provision of the Cannabis Law or this Part, or discriminates against or frustrates the registrant, licensee, or permittee's ability to carry out the operation of such registration, license, or permit as issued by the Board.

(b) Should an unreasonable impractical claim be brought before the Office by a claimant contesting the validity of such local law or regulation, the Board may conduct a review of such law and issue an advisory opinion as to whether the law is “unreasonably impracticable”.

(c) Upon review and determination of an application to the Board, the Office shall send a copy of the advisory opinion to claimant and the municipality from where the local law originates. Should the local law:

(1) be adopted prior to the advisory opinion, the claimant can use the advisory opinion as prima facie evidence of the Board’s opinion that the local law violates Cannabis Law section 131(2); or

(2) be proposed but not adopted, the municipality shall be preempted from adopting the local law as the local law, if adopted, would be unreasonably impracticable, as determined by the Board, pursuant to Cannabis Law section 131(2).

§ 119.6 Severability. If any provision of this Part or its application to any particular person or circumstance is held invalid, the remainder of this Part and its application to other persons and circumstances shall not be affected thereby.

RESOLUTION NO.: 67 - 2023

OF

APRIL 24, 2023

RESOLUTION SCHEDULING A PUBLIC HEARING FOR MAY 8, 2023
TO HEAR PUBLIC COMMENT CONCERNING THE CITY OF NEWBURGH
LONG TERM CONTROL PLAN COMBINED SEWER CONTROL FACILITY PROJECT
AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation ("NYDEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, pursuant to the LTCP, the City is undertaking the Combined Sewer Control Facility Project at the Wastewater Treatment Plant; and

WHEREAS, pursuant to NYS DEC Policy-29, Environmental Justice and Permitting, the City has prepared a Public Participation Plan for engaging community leadership, organizations, stakeholders and residents surrounding the proposed project area; and

WHEREAS, the City Council has determined it is in the best interests of the City to ensure the public has an opportunity to express their concerns and influence the direction of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the City of Newburgh Long Term Control Plan Combined Sewer Control Facility Project; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of May, 2023, in the Activity Center, 401 Washington Street, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 4/24/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25th day of Apr. 20 23

Katrina Cotten
Deputy City Clerk

SUBJECT

City of Newburgh Long Term CSO Control Plan
Newburgh Combined Sewer Control Facility
Public Participation Plan

DATE

October 26, 2022
Revised March 24, 2023

TO

Jason Morris, PE
Commissioner of Public Works and
City Engineer

PROJECT NUMBER

300215741

NAME

Robert E. Ostapczuk, PE
Robert.Ostapczuk@arcadis.com
518-250-7300

Newburgh Combined Sewer Control Facility Public Participation Plan

This Public Participation Plan has been prepared in accordance with the New York State Department of Environmental Conservation Commissioner (NYS DEC) Policy-29, Environmental Justice and Permitting.

Background

The City of Newburgh (City) is under a Long-Term Control Plan (LTCP) Order on Consent with the NYS DEC related to the City's compliance with the United States Environmental Protection Agency's (US EPA) Combined Sewer Overflow (CSO) Control Policy.

The goal of the LTCP is to meet the CSO Control Policy criteria of 85% capture utilizing the presumptive approach. To meet these requirements, the City undertake a number of infrastructure projects listed in the LTCP Schedule of Compliance. Several of these infrastructure projects will increase the capacity of the combined sewer system to convey additional wet weather flows to the Water Pollution Control Plant (WPCP) and the future CSO Satellite Treatment Facility (Facility). Currently, the WPCP has capacity to screen and disinfect 23 million gallons per day (MGD) prior to discharge to the Hudson River. In the future, wet weather flows to the WPCP will be limited to 18 MGD, which is the capacity of the primary clarifiers and the Facility will be designed with a capacity of 31 MGD to meet the presumptive approach.

This approach was accepted by the NYS DEC and is outlined in the *City of Newburgh CSO Long Term Control Plan Addendum*, dated March 2015, as prepared by Arcadis. A Preliminary Engineering Report (PER) which outlines the design of the future Facility, was prepared and submitted to the NYS DEC in May of 2021. The objective or purpose of the report was to obtain NYS DEC consensus regarding the proposed disinfection and screening technologies to be employed in the design of the future Facility, as well as the suitability of the proposed sites in consideration of construction and operational issues, permitting and environmental justice issues, environmental benefits and potential impacts, and construction and long-term operational costs.

A Basis of Design (BOD) Report for the Facility was submitted to the DEC in July of 2021, revised in June of 2022, and was also subsequently approved by the Department. The purpose of this document was to present information based on design for the various components of the Project so that Stakeholders would have a clear understanding of the design intent. This document was intended to finalize schematic design and advance spatial design to an acceptable level for the City to confirm the Project scope was consistent with the Project's design intent. The various

process equipment design parameters were outlined and control philosophy for the operation of facilities were presented at a level of detail suitable for the reviewing regulatory agencies to appropriately comment on the proposed design criteria.

Upon acceptance of the BOD Report, the design of the Facility was advanced through preliminary design. This project involves the construction of the Facility near the WPCP that enables the screening and disinfection of combined sewer overflows and is the basis for the State Pollution Discharge Elimination System (SDPES) permit modification request.

Project Description

The Project generally consists of the items required to construct and operate the Facility adjacent to the WPCP. Per the executed Order on Consent, construction for the Project is scheduled to be completed by April 1, 2026 with an operational startup date proposed for May 1, 2026.

Listed below is a brief description of the improvements that will be constructed:

- Relocate the WPCP Influent Sewer above ground on a structural support system and connect into the existing WPCP Influent Sewer upstream of the Energy Dissipator.
- Mechanically raked CSO screens and flow regulating gate with real-time controls (RTC) associated with the influent flow to the WPCP.
- A chlorine contact tank.
- Chemical addition building that will include chemical storage tanks, chemical dosing pumps and controls for both sodium hypochlorite and sodium bisulfite, odor control and a chemical filling station.
- Pump station to drain captured CSOs within the chlorine contact tank to the WPCP after a wet weather event is completed.
- A new outfall sewer to the Hudson River (CSO No.14).
- Optimization of Regulators No. 1 and 3-11 to maximize flows to the Facility and reduce volume and frequency of CSO's.

Facility Operations

Dry and wet weather flows will be directed through the Facility. Dry weather flows will pass through a regulating structure and continue to the WPCP for treatment. During wet weather, flow through the structure will be controlled by a real-time motor actuated modulating slide gate. The regulating gate will modulate depending on the flow rate at the WPCP. The slide gate will modulate during wet weather events to reduce the influent flow to the WPCP to 18 MGD.

Wet weather flows in excess of 18 MGD will pass through the CSO screens at the new Facility, be dosed with sodium hypochlorite and flow into the chlorine contact tank (CCT). If flows directed through the CSO screens exceed 31 MGD, a signal will be sent to Regulator 2 currently equipped with RTCs and combined sewage flow will be reduced in the South Interceptor.

Disinfected wet weather flow will pass through the CCT and subsequently dosed with sodium bisulfite, for dechlorination, prior to discharge to the Hudson River through a new outfall (CSO No. 14). When the wet weather event concludes, the CCT will be drained through a pump station and pumped back to the the WPCP for full

treatment. A flushing sequence of the CCT will be commenced at the Facility. A chemical storage area will be located adjacent to the CCT and the Facility will be odor controlled.

Project Site Considerations

The Project site is adjacent to the WPCP along the Hudson River and is presently owned by the City of Newburgh. The following design considerations apply to the Project site:

- Due to its close vicinity to the Hudson River, the existing project site is subject to some risk of flooding and is likely affected by the tidal and flow conditions in the Hudson River. As such, the structures for this project are designed such that the lowest floor and all critical equipment is higher than a design flood elevation reviewed and approved of by the NYS DEC. This elevation was determined by identifying the 500-year vertical flood elevation on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRFM) map and adding three feet of freeboard in accordance with the Community Risk and Resiliency Act (CRRRA).
- A geotechnical investigation was completed in February 2020 to aid in the design and construction of the Facility. The results of the investigation found the composition of soils adequate for the construction of the Facility with the use of deep foundations (piles). Bedrock was not encountered at the proposed project site during the investigation. Groundwater was encountered at depths approximately 7 to 10 feet below the surface in the proposed project area and is likely to be encountered during construction.
- Measures will be taken to provide appropriate odor control for the screening and disinfection facility given the location and adjacent land uses.

Geographic Context

The proposed site for the Facility is allocated in an unimproved parking lot on the west bank of the Hudson River, adjacent to the City's WPCP which is located to the north of the proposed location. A recreational rowing club is located south of the Facility project site. This recreational rowing club occupies a specific area described by metes and bounds through a license agreement with the City. The WPCP Influent Sewer begins where the North and South Interceptors join; immediately north of Regulator No. 1 at a tee connection approximately 0.2-miles southwest of the WPCP.

Based on the available DEC guidance tools, the project is in a Potential Environmental Justice Area (PEJA). The City has reviewed the Commissioner Policy 29 (CP-29) guidelines to prepare a program for engaging community leadership, organizations, stakeholders and residents surrounding the proposed project area. See **Appendix A** for a NYSDEC PEJA map of the proposed project area.

In general, the goals and objectives of this public participation plan (PPP) are as follows:

- Provide the City of Newburgh leadership a better sense of public perspective on issues that affect the community,
- Establish communication with the affected public; including a wide array of key stakeholders and interested organizations as well as regulatory agencies,

- Solicit the opinions and address issues and concerns from the affected public, stakeholders, and interested parties,
- Enhance the public participation and public notification mechanisms, including those most effected in potential environmental justice areas,
- Make the technical aspects of the project clear, relatable, and understandable to the public, and
- Build awareness of the issues associated with the City's LTCP and new Facility to reduce untreated combined sewage overflows; while gaining broad support by involving the public throughout the development process.

Project Contact and Central Communications

The City will post information on the City's website and the City's Facebook page for the City's CSO Control Policy compliance activities.

- Preparatory and presentation materials for public briefings and meetings
- Fact sheets and Frequently Asked Questions flysheet (FAQs, see **Appendix B**)
- Summary reports from public meetings
- Construction Bulletins and Project Update Reports
- Reports to NYSDEC on implementation of the Public Participation Plan
- Contact information for the City Engineering Department
- Functionality for receiving and posting public comments on the Project

For those who do not have access to the internet, documents will be kept in a repository and will be available for viewing at the Newburgh Free Library, 124 Grand Street, Newburgh, New York 12550. Questions and comments may be submitted to the City at NewburghCSO@cityofnewburgh-ny.gov or by calling (845) 569-7447. Furthermore, hard copies of educational materials to support the public education process will be made readily available at the local meetings.

Moving forward, the City anticipates that considerable communications with the Stakeholders and community at-large will be necessary to provide updates on the construction activities, including any potential issues which may impact the adjoining property owners and neighborhood (e.g., traffic or parking disturbances, construction traffic patterns, major delivery schedules, extended or weekend construction hours). In addition, the City will prepare progress reports on a quarterly basis which will summarize the outreach activities during the previous period; and respond to comments and questions collected on the website or by phone. Summary responses to major themes and issues raised on the website may be addressed, as appropriate, at public meetings or outreach efforts described in more detail below.

The primary contact for the Project:

Jason Morris, P.E.
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550
(845) 569-7447

Stakeholders

To involve a wide coverage of the community at large, the City will target several specific groups for their participation in the program, including the following:

- City of Newburgh ratepayers/taxpayers
- City of Newburgh Residents
- City of Newburgh City Council
- Other leadership in the community
- Local schools
- Environmental advocate groups
- NYS DEC
- NYS Environmental Facilities Corporation

This list of projected participants includes the Project Stakeholders within a half-mile radius of the project detailed in **Appendix C**. The PPP was implemented in conjunction with the design development phase to ensure the public had an opportunity to express their concerns and influence the direction of the Project. As such, parts of the outreach program were completed prior to the permit modification application submission, in accordance with suggested policy within CP-29. As a result, the public comments and concerns have significantly influenced the final recommended solution. A list of the Project Stakeholders is also attached in **Appendix C**.

Meeting Postings and Notifications

The City intends to provide distribution of information about public meetings, as well as background and follow-up documentation, in accordance with the procedures outlined below.

Notifications: Notice of public meetings will be accomplished by:

- Direct mailers (included as **Appendix D**) to Stakeholders that will include the FAQ flysheet, date, time, and location of meetings inviting the public to provide comments.
- The official City of Newburgh newspapers.
- Postings on the City's website, and other social media platforms, as deemed most appropriate.

Location and Timing: All meetings will be held at the City Hall in the City Counsel Chambers and scheduled for weekday nights that do not coincide with major religious or secular holidays and will be conducted after working hours, generally during the period between 6:00 p.m. and 9:00 p.m. This practice is planned for all meetings, unless otherwise determined as a result of discussion with Stakeholders.

Public Meeting 1: May 8, 2023, at 7:00 pm in the City Council Chamber at City Hall 83 Broadway, Newburgh, New York 12250. This public meeting is subject to City Council approval that is scheduled for April 24, 2023.

Meeting Materials: Materials prepared for public meetings will be made available to the Stakeholders list upon request and will be generally posted on the City website and Facebook and once they become available included in this Plan and the online document repository. This shall include the FAQ sheet attached as **Appendix B**. The City will also expand the public record by including future responses to specific inquiries or concerns that have arisen during the meetings, in postings on Facebook and on the City website.

Public Briefings and Dialogues

The meetings described below capture only the more structured elements of the PPP. Furthermore, this PPP was developed to outline the goals and objectives of the program and outline strategies for the distribution of project information and solicitation of comments from the general public.

This Public Participation Plan was prepared, as a required element for the permit modification request, to document the City's public education and outreach efforts undertaken during the development of the design for the satellite treatment facility, as well as the ongoing community communications and outreach as the Project advances through the final permitting, bidding, and construction phases.

Design Development Phase

Public education and outreach efforts began in 2012 during the development of the LTCP elements which solicited extensive public involvement and comments. The PPP implementation to date was previously summarized and presented within the LTCP, which was previously submitted in the NYSDEC.

Early workshop with Project Stakeholders and the public focused on the following topics and issues:

- General overview of the City's combined sewer system and US EPA's CSO Control Policy;
- Alternatives for meeting the CSO Control Policy based on technology, feasibility, cost and social impacts;
- Presentation of the recommended approach to meeting the CSO Control Policy;
- Preference for the investigation and possible use of green infrastructure, and;
- Emphasis on alleviating bottleneck condition at Regulator No. 2.

Document Repositories

Project documentation covering the PPP for the Facility will be stored at the Newburgh Free Library, 124 Grand Street, Newburgh, New York 12550. The same materials will be made available on the City's website (<https://www.cityofnewburgh-ny.gov/368/Planning-Documents-Studies-Resources>). Stakeholders, as well as other interested parties, will be encouraged to share any documents that they recommend be posted as part of the public record and Project documentation; and all materials will be made readily available to parties upon request.

Progress Reports

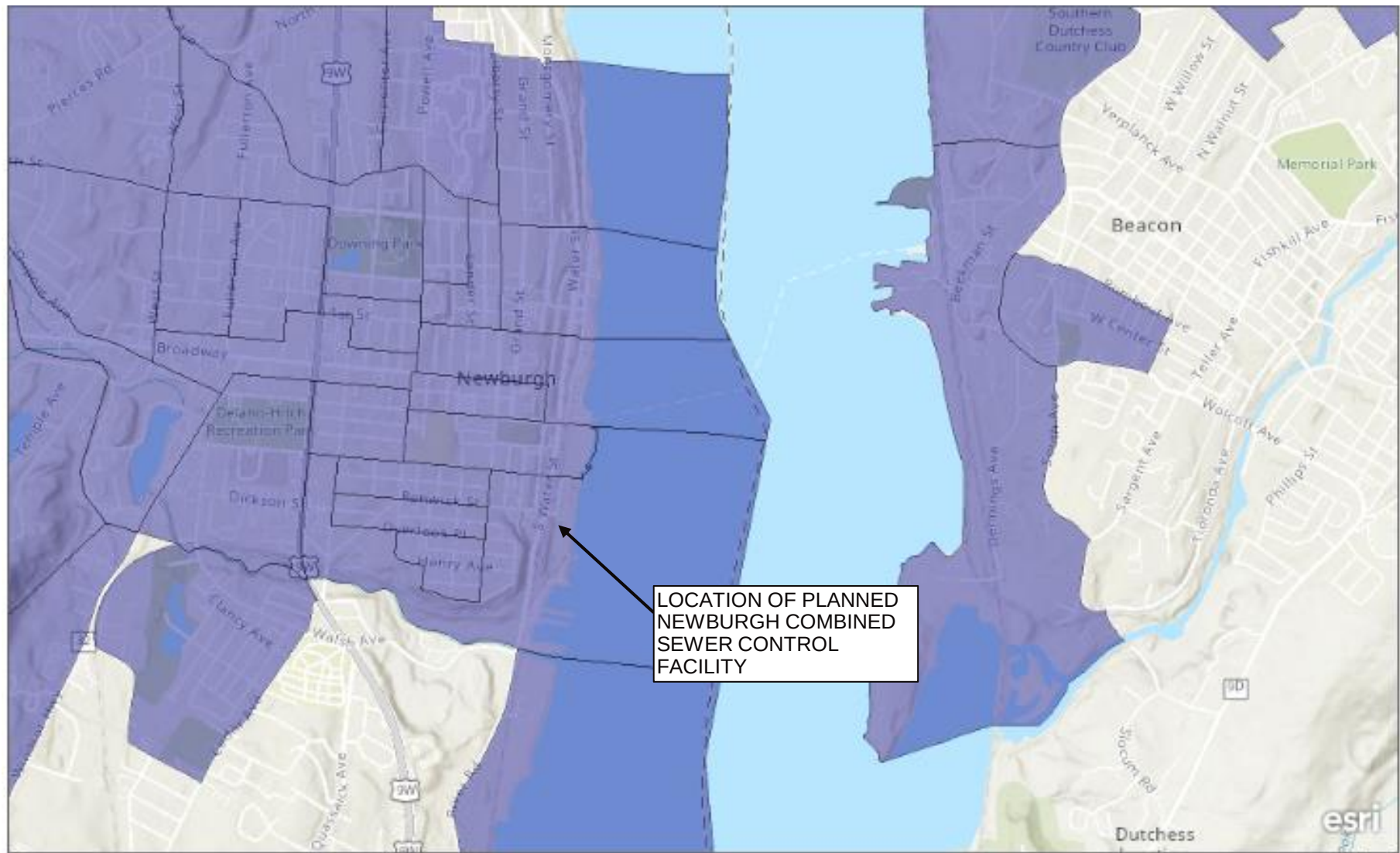
The City anticipates that progress reports or updates will be provided to Stakeholders and interested parties at key milestones during the execution of the Project. The reports will generally include any public documents produced during the previous period, transcripts of any formal public meetings, descriptions of other outreach activities, and other work completed in support of the program. The progress reports will be posted on the City's Project website and will be made available upon request.

Final Report

Upon completion of the construction for the Facility, a final report on the public participation for the Project will be prepared, along with supporting documentation of the process as appendices. The City is presently required

under the Order on Consent to complete construction and an operational start date for the Project by May 1, 2026. As such, the City would anticipate issuance of the final PPP report upon startup of the facility in 2026. Upon acceptance of the final report, the City will post the materials on the City's Project website and will provide the information to interested parties upon request.

Appendix A: NYSDEC PEJA Figure



Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | Data collection: US Census Bureau Data analysis: David E. Witt, New York State Department of Environmental Conservation, Office of Environmental Justice (OEJ) Funding: NYS Taxpayers

LEGEND:

Environmental Justice Areas

CITY OF NEWBURGH
COMBINED SEWER CONTROL FACILITY

POTENTIAL ENVIRONMENTAL
JUSTICE AREAS

 **ARCADIS**

FIGURE
A1

Appendix B: FAQs Sheet

Frequently Asked Questions



THE CITY OF
NEWBURGH
NEW YORK

1. Why is the CSO Satellite Treatment Facility Project needed?

Hidden below the City of Newburgh's streets, buildings and parks are sewers. Although parts of the sewer system are more than 140 years old, it works remarkably well—except when there's a heavy storm. The City's sewer system was originally designed to collect both wastewater and stormwater into a common sewer network for transport and discharge to the Hudson River. In the 1960's, the City constructed a Water Pollution Control Plant to intercept this combined sewer and treat it before discharge to the Hudson River. However, when a heavy rain event occurs and inundates the combined sewer with stormwater flows, the Water Pollution Control Plant cannot handle the added volume and some of the combined sewage is discharged through outfalls into the Hudson River. This occurrence is called a Combined Sewer Overflow (CSO). The City of Newburgh is required to remedy the situation under a Consent Decree that was signed with the State and Federal governments in 2015.

2. What are the goals of the Project?

The primary goal of the Project is to reduce the volume of untreated flows discharged to the Hudson River through the construction of a CSO satellite treatment facility. Construction of this facility supports the City's CSO Long Term Control Plan (LTCP) to achieve State and Federal water quality standards in the Hudson River, and which improves the "quality of life" for City of Newburgh residents. The Project will reduce untreated overflows by 100 million gallons of CSO's annually and is consistent with the City's sustainability programs and initiatives.

3. Why is the Project along the Hudson River?

Two large "intercepting" sewers merge into a single main influent sewer along water street and cross the railroad to transport combined sewer to the City's Water Pollution Control Plant. The proposed CSO satellite treatment facility will be located along this main influent sewer to the south of the existing Water Pollution Control Plant. This location places the facility in an ideal spot from a treatment process perspective and allows the City to provide for fast response times to the CSO Satellite Treatment Facility which must be staffed during wet weather events. This location

also maximizes treatment of combined sewage to improve water quality in the Hudson River and is in a historically industrial area of the City.

4. How does the CSO satellite treatment facility work?

During wet weather periods, solid materials (debris, trash and leaves) will be screened-out of the wastewater flow and conveyed directly to the bar screen facilities at the Water Pollution Control Plant for removal and disposal. This will allow the solid materials to bypass the outfall and avoid being discharged to the Hudson River. The remaining combined sewer flows will then be disinfected with dilute chlorine within a contact tank prior to being dechlorinated and then discharged to the Hudson River. After this process, typical overflows to the Hudson River will be free of solid materials and treated for the removal of harmful bacteria.

5. What is the difference between a water pollution control plant and a CSO satellite treatment facility?

A water pollution control plant provides physical, chemical and biological processes to remove contaminants and produce treated wastewater. The City's Water Pollution Control Plant provides screening, settling of solids, biological treatment, and disinfection. The proposed additional CSO satellite treatment facility provides screening and disinfection only, and is intended to improve the water quality of wet weather combined sewer overflows to the Hudson River.

6. Will the Project impact traffic?

The proposed project is located along the Hudson River at the end of Renwick Street close to the existing Water Pollution Control Plant. This location is away from areas of regular traffic. This proposed project will have little, if any, impact to local traffic.

7. Will the Project create odor or air quality issues?

No, the facility will employ comprehensive odor control measures. Air will be treated with carbon filters prior to release to the atmosphere.

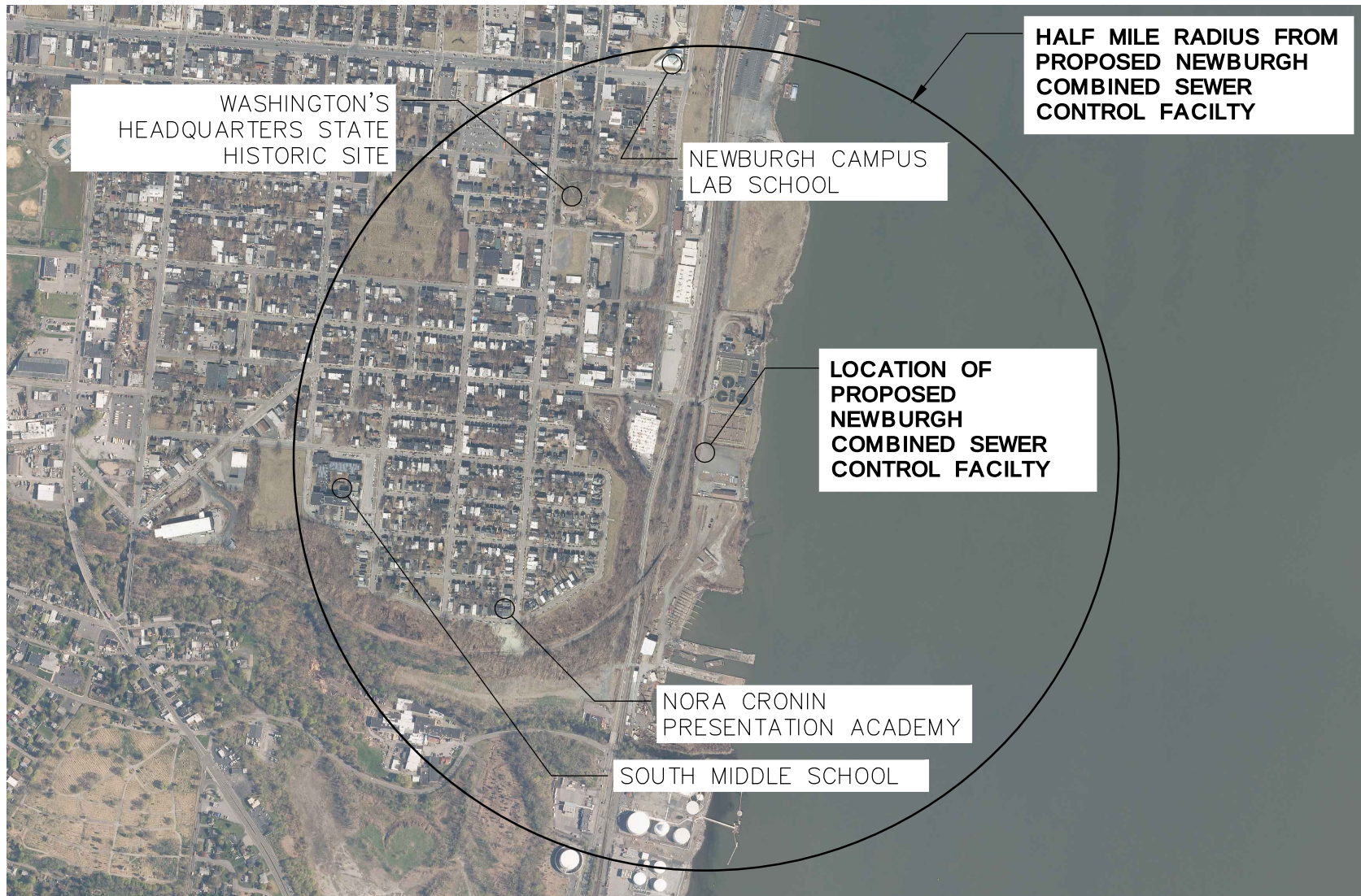
8. What is the Project's schedule for completion?

Construction is anticipated to begin in 2024, with scheduled completion in 2026.

9. What is the cost of the project?

The Project is a component of the LTCP. These costs were estimated in the LTCP that was approved by the NYSDEC and agreed upon by the City of Newburgh. The current economic climate has caused a dramatic increase in construction costs. Construction of the CSO Satellite Treatment Facility Project is currently estimated to cost \$36.4 million. The cost of the project is the responsibility of City of Newburgh. The City actively pursues grants and zero or low interest loans to construct sewer related projects. To date, the City has received more than \$55million in grants to assist with similar LTCP projects. The City will pursue grants and zero or low interest loans to construct this Project. Ultimately, any remaining costs not funded by future grants will be the responsibility of the City's sewer rate payers.

Appendix C: Project Stakeholders



CITY OF NEWBURGH

PUBLIC PARTICIPATION PLAN
30001234

NEWBURGH COMBINED SEWER CONTROL FACILITY
HALF MILE RADIUS
AROUND PROPOSED FACILITY
SCALE: 1" = 1000'

MARCH 2023

FIGURE 1

Appendix D: Stakeholder Direct Mailer Notification

SENT FIRST CLASS MAIL

April XX, 2023

Addressee
Street Address
City, State, Zip code

RE: City of Newburgh Combined Sewer Control Facility Public Comments

Dear [Addressee],

Pursuant to New York State Department of Environmental Conservation (NYS DEC) Commissioner Policy 29 (CP-29), the City of Newburgh would like to inform you that your property is within a half mile of the site of a future Newburgh Combined Sewer Control Facility to be located on River Street adjacent to the City's Water Pollution Control Plant. This project is part of the City's Long Term CSO Control Plan to reduce untreated wastewater from entering the Hudson River. In accordance with CP-29, the City is holding a public meeting to present the project and seek questions and comments from the public on this project. The date, time, and location of the public meeting is provided below:

Date: Monday, May 8, 2023

Time: 7:00 p.m.

Location: City Council Chambers
City Hall
83 Broadway
Newburgh, New York 12550

The event will be live streamed and can be accessed from City's Live Video Stream at <https://www.cityofnewburgh-ny.gov/289/Live-Video-Streaming>. Meeting materials will also be made available at the City of Newburgh Free Public Library as well as online at <https://www.cityofnewburgh-ny.gov/368/Planning-Documents-Studies-Resources> along with the recorded meeting. Questions and comments may be submitted in advance to the City at NewburghCSO@cityofnewburgh-ny.gov or by calling (845) 569-7447.



CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

(845) 569-7448/Fax (845) 569-7349

www.cityofnewburgh-ny.gov

SENT FIRST CLASS MAIL

April 24, 2023

Global Companies, LLC Or Current Resident
20 River Rd
Newburgh, New York 12550

RE: City of Newburgh Combined Sewer Control Facility Public Comments

Pursuant to New York State Department to Environmental Conservation (NYS DEC) Commissioner Policy 29 (CP-29), the City of Newburgh would like to inform you that your property is located within a half mile of the site of the future Newburgh Combined Sewer Control Facility, to be located on River Street adjacent to the City's Water Pollution Control Plant. This project is part of the City's Long Term CSO Control Plan to reduce untreated wastewater from entering the Hudson River. In accordance with CP-29, the City is holding a public meeting to present the project and seek questions and comments from the public on this project. The date, time, and location of the public meeting is provided below:

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Newburgh, New York 12550

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Frequently Asked Questions



THE CITY OF

NEWBURGH

NEW YORK

1. Why is the CSO Satellite Treatment Facility Project needed?

Hidden below the City of Newburgh's streets, buildings and parks are sewers. Although parts of the sewer system are more than 140 years old, it works remarkably well—except when there's a heavy storm. The City's sewer system was originally designed to collect both wastewater and stormwater into a common sewer network for transport and discharge to the Hudson River. In the 1960's, the City constructed a Water Pollution Control Plant to intercept this combined sewer and treat it before discharge to the Hudson River. However, when a heavy rain event occurs and inundates the combined sewer with stormwater flows, the Water Pollution Control Plant cannot handle the added volume and some of the combined sewage is discharged through outfalls into the Hudson River. This occurrence is called a Combined Sewer Overflow (CSO). The City of Newburgh is required to remedy the situation under a Consent Decree that was signed with the State and Federal governments in 2015.

2. What are the goals of the Project?

The primary goal of the Project is to reduce the volume of untreated flows discharged to the Hudson River through the construction of a CSO satellite treatment facility. Construction of this facility supports the City's CSO Long Term Control Plan (LTCP) to achieve State and Federal water quality standards in the Hudson River, and which improves the "quality of life" for City of Newburgh residents. The Project will reduce untreated overflows by 100 million gallons of CSO's annually and is consistent with the City's sustainability programs and initiatives.

3. Why is the Project along the Hudson River?

Two large "intercepting" sewers merge into a single main influent sewer along water street and cross the railroad to transport combined sewer to the City's Water Pollution Control Plant. The proposed CSO satellite treatment facility will be located along this main influent sewer to the south of the existing Water Pollution Control Plant. This location places the facility in an ideal spot from a treatment process perspective and allows the City to provide for fast response times to the CSO Satellite Treatment Facility which must be staffed during wet weather events. This location also maximizes treatment of combined sewage to improve water quality in the Hudson River and is in a historically industrial area of the City.

4. How does the CSO satellite treatment facility work?

During wet weather periods, solid materials (debris, trash and leaves) will be screened-out of the wastewater flow and conveyed directly to the bar screen facilities at the Water Pollution Control Plant for removal and disposal. This will allow the solid materials

to bypass the outfall and avoid being discharged to the Hudson River. The remaining combined sewer flows will then be disinfected with dilute chlorine within a contact tank prior to being dechlorinated and then discharged to the Hudson River. After this process, typical overflows to the Hudson River will be free of solid materials and treated for the removal of harmful bacteria.

5. What is the difference between a water pollution control plant and a CSO satellite treatment facility?

A water pollution control plant provides physical, chemical and biological processes to remove contaminants and produce treated wastewater. The City's Water Pollution Control Plant provides screening, settling of solids, biological treatment, and disinfection. The proposed additional CSO satellite treatment facility provides screening and disinfection only and is intended to improve the water quality of wet weather combined sewer overflows to the Hudson River.

6. Will the Project impact traffic?

The proposed project is located along the Hudson River at the end of Renwick Street close to the existing Water Pollution Control Plant. This location is away from areas of regular traffic. This proposed project will have little, if any, impact to local traffic.

7. Will the Project create odor or air quality issues?

No, the facility will employ comprehensive odor control measures. Air will be treated with carbon filters prior to release to the atmosphere.

8. What is the Project's schedule for completion?

Construction is anticipated to begin in 2024, with scheduled completion in 2026.

9. What is the cost of the Project?

The Project is a component of the LTCP. These costs were estimated in the LTCP that was approved by the NYSDEC and agreed upon by the City of Newburgh. The current economic climate has caused a dramatic increase in construction costs. Construction of the CSO Satellite Treatment Facility Project is currently estimated to cost \$36.4 million. The cost of the project is the responsibility of City of Newburgh. The City actively pursues grants and zero or low interest loans to construct sewer related projects. To date, the City has received more than \$55 million in grants to assist with similar LTCP projects. The City will pursue grants and zero or low interest loans to construct this Project. Ultimately, any remaining costs not funded by future grants will be the responsibility of the City's sewer rate payers.



THE CITY OF
NEWBURGH
NEW YORK



Newburgh Combined Sewer Control Facility

The City of Newburgh owns and maintains a sewage collection system that receives wastewater from single family residential houses, multifamily units, public facilities, commercial businesses, industries and also stormwater from rainfall runoff. During dry weather, wastewater is contained in the sewage collection system and is conveyed for treatment at the City's Water Pollution Control Plant (WPCP) before being discharged into the Hudson River. When it rains, the City's sewers are overwhelmed by stormwater runoff and a combined mixture of wastewater and stormwater known as combined sewer can be discharged to the Hudson River with partial treatment at the WPCP, and without treatment through thirteen locations known as combined sewer outfalls. This arrangement is typical of many older cities in the Northeastern United States.

The United States Environmental Protection Agency (US EPA) and New York State Department of Environmental Conservation (NYS DEC) require that owners of combined sewer systems develop a strategy known as a Long Term Combined Sewer Overflow Control Plan (LTCP) to reduce the impacts and occurrences of combined sewage overflows (CSOs). The City developed an LTCP in the time period between 2011 through 2015. The City considered many options during development of the LTCP, and in 2016 the City executed a legal order with New York State committing to the construction of numerous phased infrastructure projects to be completed over the course of 15 years in an effort to reduce the frequency and duration of combined sewer overflows. One of these infrastructure projects involves the construction of the Newburgh Combined Sewer Control Facility in the area (See Location Map & Rendering).

Once constructed and operational, the Newburgh Combined Sewer Control Facility will intercept combined sewage flows that would previously exceed the capacity of the WPCP. This intercepted combined sewage will flow into the Newburgh Combined Sewer Control Facility where solid materials (debris, trash, leaves) will be captured and conveyed to the WPCP where they will be removed for proper disposal. The intercepted combined sewage will then be disinfected with a dilute sodium hypochlorite (chlorine) to kill bacteria before being discharged into the Hudson River. When the Newburgh Combined Sewer Control Facility is operational it will remove approximately 56 million gallons of previously untreated combined sewage from flowing into the Hudson River, and ultimately protect the Hudson River for fishing and swimming.

Construction of the Newburgh Combined Sewer Control Facility will take approximately two years and will cost approximately \$36.4 million, of which the City has already received over \$17 million in grant funding. The City will continue to pursue other grants to pay for this project.



RESOLUTION NO.: 77 - 2023

OF

MAY 8, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A NO-COST TIME EXTENSION AGREEMENT WITH
THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FOR THE LAKE STREET/ROUTE 32 OVER QUASSAICK CREEK BRIDGE
REHABILITATION PROJECT**

WHEREAS, a Project for the Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation in the City of Newburgh, Orange County, identified as PIN 8761.57 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 191-2019 adopted by the City of Newburgh on August 12, 2019 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of the construction and construction inspection work; and

WHEREAS, Resolution No. 206 -2022 adopted by the City Council on September 12, 2022 approved and agreed to advance the Project by authorizing additional construction and construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, the additional work added to the contract required additional time to complete and requires an extension to the original contract period in order to continue processing reimbursement requests performed after the original completion date, up to and including the construction phase;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the and authorizes the City Manager to execute a no-cost time extension agreement on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the Project and providing for an extended contract completion date of September 30, 2025; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2022.

Clerk, City of Newburgh



NO-COST TIME EXTENSION OF LOCAL/MISCELLANEOUS CONTRACT

NOTE: If there is a current Federal-Aid (FA) Authorization period from MM/DD/YYYY to MM/DD/YYYY in the FA project description, a modified FA Authorization must be requested/submitted immediately.

DATE: 4/19/2023

CONTRACT #: D040218

PIN 8761.57.321

PROJECT: Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation (BIN 2022260), City of Newburgh, NY

In the County of: Orange

Municipality/Sponsor: City of Newburgh

Sponsor Address: 83 Broadway, Newburgh, NY 12550

Original Contract Period From: 7/9/2020 to 6/30/2022

Current Completion Date: 6/30/2022

Requested Extended Contract Completion Date: 9/30/2025

If applicable, Current Federal-Aid Authorization Period From: MM/DD/YYYY to MM/DD/YYYY

Reason(s) for extension (Attach additional sheet if necessary.): This project had additional work added to the contract which required additional time to complete. This extension is being requested in order to continue processing sponsor reimbursement requests for work performed after the current completion date, up to and including the construction phase.

Agreed to by _____ Date _____
Municipality/Sponsor

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

On this _____ day of _____, 20____ before me personally came
he/she _____ to me known, who, being by me duly sworn did depose and say that
he/she resides at _____; that he/she is the
_____ of the Municipal/Sponsor Corporation described in and which executed the
above instrument; (except New York City) that it was executed by order of the _____ of said
Municipal/Sponsor Corporation; and that he signed his name thereto by like order.

Notary Public

Recommended by _____ Date _____
NYSDOT Project Manager

Approved by _____ Date _____
Office of Contract Management

COMPTROLLER'S APPROVAL: By: _____
For the New York State Comptroller Pursuant to State Finance Law §112

RESOLUTION NO.: 78 - 2023

OF

MAY 8, 2023

**A RESOLUTION SCHEDULING A PUBLIC HEARING TO RECEIVE COMMENTS
CONCERNING THE CITY OF NEWBURGH DRAFT MS4 ANNUAL REPORT**

WHEREAS, The City of Newburgh is a holder of a Permit issued by the New York State Department of Environmental Conservation known as a SPDES General Permit for Stormwater Discharges from MS4s; and

WHEREAS, pursuant to Environmental Conservation Law, the New York State Department of Environmental Conservation issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) to the City of Newburgh and the General Permit requires operators of the regulated MS4s to prepare and submit an annual report; and

WHEREAS, the City of Newburgh MS4 Annual Report for the period March 10, 2022 through March 9, 2023 has been prepared and City must hold a public meeting on the draft annual report;

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh to solicit comments on the draft annual report;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the City of Newburgh MS4 Annual Report for the period March 10, 2022 through March 9, 2023; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 22nd day of May, 2023, in the Third Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

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MS4 Annual Report Cover Page**MCC form for period ending March 9,**

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Provide SPDES ID of each permitted MS4 included in this report.

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Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- An Annual Report for a single MS4
- A Single Entity (Per Part II.E of GP-0-10-002)
- A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

MS4 Municipal Compliance Certification(MCC) FormMCC form for period ending March 9,

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Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☒ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

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MS4 Municipal Compliance Certification(MCC) FormMCC form for period ending March 9,

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Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for **each** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☐ Principal Executive Officer/Chief Elected Official
☐ Duly Authorized Representative
☒ Local Stormwater Public Contact
☒ Stormwater Management Program (SWMP) Coordinator
☐ Report Preparer

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Phone

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County

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,	2	0	2	3
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Name of MS4 City of Newburgh

SPDES ID

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Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for *each* of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☐ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☒ Report Preparer

First Name

[illegible]

MI

M

Last Name

[illegible]

Title

[illegible]

Address

[illegible]

City

[illegible]

State

N	Y
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Zip

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eMail

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Phone

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County

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 3

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☐ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

O r a n g e C o u n t y W a t e r A u t h o r i t y

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

1 2 4 M a i n S t r e e t , 3 r d F l o o r

City

G o s h e n

State

N Y

Zip

1 0 9 2 4 -

eMail

e c r u z @ o r a n g e c o u n t y g o v . c o m

Phone

(8 4 5) 6 1 5 - 3 8 6 8

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☒ MM1 P u b l i c e d u c a t i o n a n d o u t r e a c h

☐ MM2

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 3

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

Q u a s s a i c k C r e e k W a t e r s h e d

Partner/Coalition Name (con't.)

A l l i a n c e

SPDES Partner ID - If applicable

N Y R 2 0

Address

City

State

Zip

eMail

g e b h a r d s @ o u t l o o k . c o m

Phone

() -

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? ☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1☒ MM2

C l e a n u p e v e n t s

☐ MM3☐ MM4☐ MM5☐ MM6

Additional tasks/responsibilities

- ☐ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 3

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

R i v e r k e e p e r

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

2 0 S e c o r R o a d

City

O s s i n i n g

State

N Y

Zip

1 0 5 6 2 -

eMail

s w e e p @ r i v e r k e e p e r . o r g

Phone

(8 0 0) 2 1 7 - 4 8 3 7

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1

☒ MM2 c l e a n u p e v e n t s

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 3

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

S a f e H a r b o r s o f t h e H u d s o n

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

R i t z T h e a t e r , 1 0 7 B r o a d w a y

City

N e w b u r g h

State

N Y

Zip

1 2 5 5 0 -

eMail

i n f o @ s a f e - h a r b o r s . o r g

Phone

(8 4 5) 7 8 4 - 1 1 9 9

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1

☒ MM2 C l e a n u p e v e n t

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

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City of Newburgh

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 2 3

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Water Quality Trends

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s are contributed to this report?

1

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.

☐ Yes ☒ No

If Yes, choose one of the following

- ☐ Report(s) attached to the annual report
- ☐ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

A 3x20 grid. The first 10 columns contain a shaded circle. The next 10 columns contain a shaded triangle.

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
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1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- | | |
|---|---|
| ☒ Construction Sites | ☒ Pesticide and Fertilizer Application |
| ☒ General Stormwater Management Information | ☒ Pet Waste Management |
| ☐ Household Hazardous Waste Disposal | ☒ Recycling |
| ☒ Illicit Discharge Detection and Elimination | ☒ Riparian Corridor Protection/Restoration |
| ☒ Infrastructure Maintenance | ☒ Trash Management |
| ☐ Smart Growth | ☒ Vehicle Washing |
| ☒ Storm Drain Marking | ☒ Water Conservation |
| ☒ Green Infrastructure/Better Site Design/Low Impact Development | ☐ Wetland Protection |
| ☒ Other: | ☐ None |

S	p	i	l	l		c	o	n	t	r	o	l		&		M	a	t	e	r	i	a	l		S	t	o	r	a	g	e	
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Other

2. Specific audiences targeted during this reporting period:

- | | |
|---|---|
| ☒ Public Employees | ☐ Contractors |
| ☐ Residential | ☒ Developers |
| ☐ Businesses | ☒ General Public |
| ☐ Restaurants | ☐ Industries |
| ☒ Other: | ☐ Agricultural |

S	c	h	o	o	l		s	t	u	d	e	n	t	s																	
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Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

- ☐ Construction Site Operators Trained
- ☐ Direct Mailings
- ☒ Kiosks or Other Displays
- ☐ List-Serves
- ☒ Mailing List
- ☐ Newspaper Ads or Articles
- ☐ Public Events/Presentations
- ☒ School Program
- ☐ TV Spot/Program
- ☐ Printed Materials:

Trained

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Mailings

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Locations

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In List

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In List

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Days Run

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Attendees

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Attendees

	1	5	3	0
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Days Run

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Total # Distributed

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Locations (e.g. libraries, town offices, kiosks)

[illegible]

- Other:

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- **Web Page:** Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

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URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

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3. Web Page con't.: Provide specific web addresses - not home page.

URL

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URL

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URL

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URL

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URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See the attached supplement.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

1	5	6	6
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

h t t p : / / w w w . c i t y o f n e w b u r g h - n y . g o v
/ 2 1 3 / M S 4 - D o c u m e n t a t i o n - R e p o r t i n g

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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Please provide specific address(es) where notices can be accessed - not home page.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

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3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

☒ MS4/Coalition Office

☒ Annual Report ☒ SWMP Plan ☒ Comments

Department

E	n	g	i	n	e	e	r	i	n	g	D	e	p	a	r	t	m	e	n	t
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Address

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City

N	e	w	b	u	r	g	h
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Zip

N	Y
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1	2	5	5	0	-		
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Phone

(	8	4	5	)	5	6	9	-	7	4	4	7
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☐ Library

☐ Annual Report ☐ SWMP Plan ☐ Comments

Address

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City

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Zip

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Phone

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☐ Other

☐ Annual Report ☐ SWMP Plan ☐ Comments

Address

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City

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Zip

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Phone

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☒ Web Page URL:

☒ Annual Report ☒ SWMP Plan ☐ Comments

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g																														

Please provide specific address of page where report can be accessed - not home page.

☒ eMail

☒ Comments

M	S	4	@	c	i	t	y	o	f	n	e	w	b	u	r	g	h	-	n	y	.	g	o	v					

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh																			
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SPDES ID

N	Y	R	2	0	A	2	4	0
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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	5	/	1	9	2	0	2	3
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4.b. For how many days was/will this report be posted?

3	6	5
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If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

☒ Yes ☐ No

If Yes, what was the date of the meeting?

0	5	/	1	9	2	0	2	3
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If No, is one planned?

☐ Yes ☐ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

☒ Yes ☐ No

If No, is one planned for each?

☐ Yes ☐ No

6. Were comments received during this reporting period?

☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

City staff review plans, specifications, and regularly inspect construction sites to ensure appropriate BMP's are utilized in accordance with the NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion and Sediment Control when working with applicants seeking Planning Board approval.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

	4	6	9
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The City intends to continue efforts to have a working relationship with the Orange County Water Authority (OCWA), Quassaick Creek Watershed (QCWA), River Keeper, Safe Harbours and others that emerge throughout the year. The City will work to create Facebook postings in order to reach the public and increase public engagement.

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

City of Newburgh

N	Y	R	2	0	A	2	4	0
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☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1. Enter the number and approx. percent of outfalls mapped:

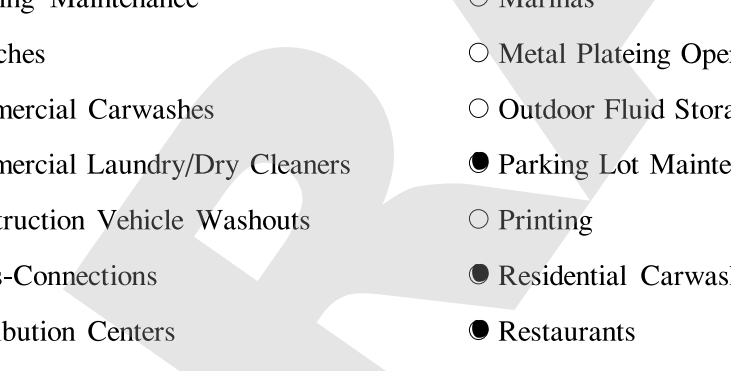
		2	8	3	#
--	--	---	---	---	---

1	0	0	%
---	---	---	---

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

	7	0
--	---	---

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- 

A large, light gray graphic of a water drop is positioned in the background, oriented diagonally from the top left to the bottom right. The drop has a thick outline and a lighter interior, creating a subtle watermark effect behind the text.

 - ☐ Auto Recyclers
 - ☒ Building Maintenance
 - ☐ Churches
 - ☒ Commercial Carwashes
 - ☒ Commercial Laundry/Dry Cleaners
 - ☐ Construction Vehicle Washouts
 - ☐ Cross-Connections
 - ☐ Distribution Centers
 - ☐ Food Processing Facilities
 - ☐ Garbage Truck Washouts
 - ☐ Hospitals
 - ☐ Improper RV Waste Disposal
 - ☒ Industrial Process Water
 - ☐ Other:
 - ☒ Landscaping (Irrigation)
 - ☐ Marinas
 - ☐ Metal Plateing Operations
 - ☐ Outdoor Fluid Storage
 - ☒ Parking Lot Maintenance
 - ☐ Printing
 - ☒ Residential Carwashing
 - ☒ Restaurants
 - ☐ Schools and Universities
 - ☐ Septic Maintenance
 - ☐ Swimming Pools
 - ☐ Vehicle Fueling
 - ☐ Vehicle Maint./Repair Shops
 - ☐ None

[illegible]

- Sewersheds:

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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3.b. What types of illicit discharges have been found during this reporting period?

- ☐ Broken Lines From Sanitary Sewer
 - ☐ Cross Connections
 - ☐ Failing Septic Systems
 - ☐ Floor Drains Connected To Storm Sewers
 - ☐ Illegal Dumping
 - ☐ Other:
 - ☐ Industrial Connections
 - ☐ Inflow/Infiltration
 - ☐ Pump Station Failure
 - ☒ Sanitary Sewer Overflows
 - ☐ Straight Pipe Sewer Discharges
 - ☐ None

[illegible]

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

	1	0
--	---	---

5. How many illicit discharges have been confirmed during this reporting period?

	1	0
--	---	---

6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

	1	0
--	---	---

***7. Has the storm sewershed mapping been completed in this reporting period?**

☐ Yes ☒ No

If No, approximately what percent was completed in this reporting period?

	9	9	%
--	---	---	---

* See attached Supplement.

8. Is the above information available in GIS?

☒ Yes ☐ No

Is this information available on the web?

☒ Yes ☐ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

http://www.cityofnewburgh-ny.gov

[illegible][illegible]

URL

[illegible][illegible][illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

[illegible]

URL

URL

[illegible]

URL

[illegible]

URL

[illegible]

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ☒ Yes ☐ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ☒ Yes ☐ No ☐ NT

11. What percent of staff in relevant positions and departments has received IDDE training?

	7	5
--	---	---

%

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City has eliminated illicit connections as they are identified. City staff have conducted outfall inspections to ensure further illicit connections do not exist.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

	1	2	2
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measures 4 and 5. Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ☒ Yes ☐ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? ☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☐ 09/2004 ☒ 03/2006 ☐ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ☒ Yes ☐ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

		1
--	--	---

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ☒ Yes ☐ No ☐ NT

If Yes, how many public comments were received during this reporting period?

		0
--	--	---

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ☒ Yes ☐ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

☐ Notices of Violation	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Stop Work Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Criminal Actions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Termination of Contracts	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Administrative Fines	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Civil Penalties	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Administrative Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Enforcement Actions or Sanctions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority
☐ Other	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							☐ No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		0
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		1
--	--	---

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once? ☐ NT

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?

☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?

☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?

☐ Yes ☐ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See the attached supplement.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

		4	1
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained									
☐ Alternative Practices	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
☒ Filter Systems	<table><tr><td></td><td></td><td>1</td></tr></table>			1	<table><tr><td></td><td></td><td>1</td></tr></table>			1	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		1										
		1										
		0										
☒ Infiltration Basins	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		2										
		2										
		0										
☐ Open Channels	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
☒ Ponds	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		2										
		2										
		0										
☐ Wetlands	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
☐ Other	<table><tr><td></td><td></td><td>0</td></tr></table>			0	<table><tr><td></td><td></td><td>0</td></tr></table>			0	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		0										
		0										
		0										

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance?

☒ Yes ☐ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

- | | |
|--|---|
| ☐ Building Codes | ☐ Municipal Comprehensive Plans |
| ☒ Overlay Districts | ☐ Open Space Preservation Program |
| ☒ Zoning | ☒ Local Law or Ordinance |
| ☐ None | ☒ Land Use Regulation/Zoning |
| ☒ Watershed Plans | ☒ Other Comprehensive Plan |

☒ Other:

L	W	R	P		&		S	t	r	e	e	t	s	c	a	p	e		S	t	a	n	d	a	r	d	s		
---	---	---	---	--	---	--	---	---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	---	---	---	---	--	--

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
--	--	---

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	2	5
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City conducted SMP inspections associated with BMP's located within the MS4 area.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City conducted SMP inspections associated with BMP's located within the MS4 area. The discrepancies identified during the SMP inspections, typically minor maintenance tasks, have been outlined in a letter and distributed, or will be distributed to each individual SMP owners for remediation.

C. How many times was this observation measured or evaluated in this reporting period?

			5
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh									
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SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

- 1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.**

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
Street Maintenance.....	☒ Yes	☐ No	☒ Yes	☐ No
Bridge Maintenance.....	☐ Yes	☒ No	☐ Yes	☒ No
Winter Road Maintenance.....	☒ Yes	☐ No	☐ Yes	☒ No
Salt Storage.....	☒ Yes	☐ No	☒ Yes	☐ No
Solid Waste Management.....	☐ Yes	☒ No	☐ Yes	☒ No
New Municipal Construction and Land Disturbance..	☐ Yes	☒ No	☐ Yes	☒ No
Right of Way Maintenance.....	☐ Yes	☒ No	☐ Yes	☒ No
Marine Operations.....	☐ Yes	☒ No	☐ Yes	☒ No
Hydrologic Habitat Modification.....	☐ Yes	☒ No	☐ Yes	☒ No
Parks and Open Space.....	☒ Yes	☐ No	☒ Yes	☐ No
Municipal Building.....	☒ Yes	☐ No	☒ Yes	☐ No
Stormwater System Maintenance.....	☒ Yes	☐ No	☐ Yes	☒ No
Vehicle and Fleet Maintenance.....	☒ Yes	☐ No	☒ Yes	☐ No
Other.....	☒ Yes	☐ No	☐ Yes	☒ No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
---	---	---	---	---	---	---	---	---

2. Provide the following information about municipal operations good housekeeping programs:

- ☒ Parking Lots Swept (Number of acres X Number of times swept) # Acres

		3	2	4
--	--	---	---	---
- ☒ Streets Swept (Number of miles X Number of times swept) # Miles

	2	8	0	9
--	---	---	---	---
- ☒ Catch Basins Inspected and Cleaned Where Necessary #

			3	2
--	--	--	---	---
- ☐ Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

--	--	--	--	--
- ☐ Phosphorus Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- ☐ Nitrogen Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- ☐ Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

					.	
--	--	--	--	--	---	--

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				3
--	--	--	--	---

4. What was the date of the last training?

0	3	/	0	4	/	2	0	2	2
---	---	---	---	---	---	---	---	---	---

5. How many municipal employees have been trained in this reporting period?

	6	1
--	---	---

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

1	0	0
---	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City DPW regularly conducts street sweeping and catch basin cleaning in order to limit the amount of sediment and debris that enter the sanitary and storm sewer collection system. Additionally, the City conducts regular trash and debris clean up through abatements of vacant property to remove dumped items. Petroleum and Chemical Bulk Storage is inspected and updated as required in accordance with NYSDEC requirements.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The frequency of inspections and continuous cleaning of applicable infrastructure have resulted in less trash and debris at outfall locations.

C. How many times was this observation measured or evaluated in this reporting period?

	4	3	0
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

City staff continuously makes improvements to the way catch basin and property maintenance work is documented in more detail in a effort to distinguish between the MS4 areas vs. non-MS4 areas. Further clarification is needed and processes are being evaluated.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh									
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SPDES ID

N	Y	R	2	0	A	2	4	0
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? ☐ Yes ☐ No ☒ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? ☒ Yes ☐ No ☐ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

			%
		0	%

* Estimate what percentage was mapped in this reporting period.

*Previous GIS mapping that has been remapped based upon actual field conditions.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

		0
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 %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☐ Yes ☒ No ☐ N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☐ Yes ☒ No ☐ N/A
- 7b. How many projects have been sited in this reporting period?

		0
--	--	---
- 7c. What percent of the projects included in 7b have been completed in this reporting period?

--	--	--

 %
- 7d. What percent of projects planned in previous years have been completed?

--	--	--

 %
- ☒ No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☐ Yes ☐ No ☒ N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0 +

9. Has your MS4/Coalition developed and implemented a program of native planting?

☐ Yes ☒ No ☐ N/A

***10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?**

☒ Yes ☐ No ☐ N/A

[*See attached supplement.](#)

***11. Does your MS4/Coalition have a pet waste bag program?**

☒ Yes ☐ No ☐ N/A

[*See attached supplement.](#)

12. Does your MS4/Coalition have a program to manage goose populations?

☐ Yes ☒ No ☐ N/A

MCM 1.

The City of Newburgh collaborates with the Orange County Water Authority (OCWA) to provide education to school-age children in the Newburgh Enlarged School District. 1,530 students in the Newburgh Enlarged City School District experienced OCWA Education Program between March 10, 2022, and March 9, 2023. The following events were held by OCWA:

- March 2022: Meadow Hill GEM School, 115 students.
- March 2022: South Junior High School, 130 students.
- March 2022: Temple Hill Academy, 125 students.
- March 2022: Heritage Middle School, 192 students.
- May 2022: Heritage, 240 students.
- October 2022: Newburgh Free Academy, 90 students.
- November 2022, Heritage Middle School, 96 students.
- November 2022: Temple Hill Academy, 120 students.
- December 2022: South Junior High School, 302 students.
- January 2023: Meadow Hill GEM School, 120 students.

Professional Development Hours:

- April 6, 2022: SEQRA and the Development Process, 2 City Staff
- April 27, 2022: Stormwater Filtration and Infiltration Practices, 2 City Staff

MCM 1, 4.A.

A continued effort to educate citizens on the importance of stormwater and their role/benefit in helping to keep the waterways clean has been a priority. A poster hung up during a previous reporting year, in the City's Council Chambers, is maintained to this day. This is viewable by the general public, municipal employees, and elected officials during Council work sessions and other meetings. The City's Engineering Department has placed nineteen (19) catch basin tags. These tags indicate "Don't Dump, Drains to Quassaick Creek"

MCM 1, 4.B.

The City maintains a portion of the City's website related to "MS4 Documentation and Reporting". The most current Annual Report, past annual reports, NOI, and SWMP are continuously available for review on the City's website. No comments have been received to date for the 2023 Annual Report.

MCM 1, 4.F.

The City intends to continue efforts to have a working relationship with the OCWA and the QCWA. As time permits, City staff seeks to develop appropriate web content to update the City's website and post content to the City's Facebook page. The City also arranges training on stormwater management for its employees.

MCM 2, 1.

Cleanup Events:

- May 7, 2022: Riverkeeper led three (3) cleanup events:
 - Ward Brothers Memorial Park. Twenty-five (25) participants removed an estimated 240 pounds of trash.
 - South Street Park. Twenty-eight (28) participants removed an estimated 1,105 pounds of trash.
 - Quassaic Creek. Twenty-eight (28) participants removed an estimated 1,195 pounds of trash

- April 23, 2022: Safe Harbors of the Hudson arranged a cleanup event. 200 participants removed an estimated 7.08 tons of trash, including sixty-one (61) tires and fourteen (14) TV's.

In addition to the above-mentioned cleanup events, three non-profit organizations named 'Outdoor Promise', 'Keep Newburgh Beautiful', and 'Melanin Unchained' also conducted several cleanup events between March 10, 2022, and March 9, 2023. Not all of the cleanup events were within the MS4-regulated area but those events helped to keep the City's combined portion of the stormsewer system clean by stopping floatables, debris, and trash from entering catch basins, which could be contributed to local stream courses during permitted CSO events. The summary of the cleanup events follows:

- March 17, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Chambers Street and Broadway was held. One (1) participant took part in the event.
- March 24, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Chambers Street and South Street was held. One (1) participant took part in the event.
- March 31, 2022: Keep Newburgh Beautiful cleanup event at the intersection of South William and Little Monument was held. One (1) participant took part in the event.
- April 7, 2022: Keep Newburgh Beautiful cleanup event along Liberty Street between Gidney Avenue and Clinton Street was held. One (1) participant took part in the event.
- April 14, 2024: Keep Newburgh Beautiful cleanup event at the intersection of First Street and Luther Street was held. One (1) participant took part in the event.
- April 22, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Benkard Street and S. Clark Street was held. One (1) participant took part in the event.
- April 28, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and Gidney Avenue was held. One (1) participant took part in the event.
- May 1, 2022: Outdoor Promise cleanup event at Muchattoes Lake was held. Fifteen (15) participants to part in the event.
- May 12, 2022: Keep Newburgh Beautiful cleanup event at the intersection of William Street and Washington Street was held. One (1) participant took part in the event.
- May 19, 2022: Keep Newburgh Beautiful cleanup event at the Newburgh Rowing Club was held. One (1) participant took part in the event.
- May 26, 2022: Keep Newburgh Beautiful cleanup event at the Newburgh Rowing Club was held. One (1) participant took part in the event.
- June 2, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. William Street and Clark Street was held. One (1) participant took part in the event.
- June 9, 2022: Keep Newburgh Beautiful cleanup event along Lutheran Street between First Street and Broadway was held. Four (4) participants took part in the event.
- June 16, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Luther Street and Van Ness Street was held. One (1) participant took part in the event.
- June 23, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Luther Street and Van Ness Street was held. One (1) participant took part in the event.
- June 30, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and S. William Street was held. One (1) participant took part in the event.
- July 7, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Chambers Street and Gidney Avenue was held. One (1) participant took part in the event.
- July 14, 2022: Keep Newburgh Beautiful cleanup event at the intersection of William Street and S. William Street was held. One (1) participant took part in the event.
- July 21, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Lutheran Street and Broadway was held. One (1) participant took part in the event.

- August 11, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Carson Avenue and Monument Street was held. One (1) participant took part in the event.
- August 13, 2022: Keep Newburgh Beautiful cleanup event along Luthern Streett was held. Five (5) participants took part in the event.
- August 18, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and Renwick Street. Three (3) participants took part in the event.
- August 25, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. Robinson Avenue and Washington Street. One (1) participant took part in the event.
- September 1, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and Clinton Street. One (1) participant took part in the event.
- September 08, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Van Ness Street and City Terrace was held. One (1) participant took part in the event.
- September 15, 2022: Keep Newburgh Beautiful cleanup event along Clark Street and South Clark Street was held. Three (3) participants took part in the event.
- September 22, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. William Street and Little Monument Street was held. Two (2) participants took part in the event.
- September 29, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. William Street and Little Monument Street was held. One (1) participant took part in the event.
- October 6, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Benkard Street and Willaim Street was held. One (1) participant took part in the event.
- October 10, 2022: Keep Newburgh Beautiful/ Melanin Unchained cleanup along Broadway was held. Ten (10) participants took part in the event.
- October 13, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Broadway and Lutheran Street was held. One (1) participant took part in the event.
- October 20, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Broadway and Little City Terrace was held. One (1) participant took part in the event.
- October 27, 2022: Keep Newburgh Beautiful cleanup event along Broadway was held. One (1) participant took part in the event.
- November 3, 2022: Keep Newburgh Beautiful cleanup event along Broadway was held. Two (1) participants took part in the event.
- November 8, 2022: Keep Newburgh Beautiful cleanup event along Broadway was held. Three (1) participants took part in the event.
- November 17, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Broadway and Lutheran Street was held. One (1) participant took part in the event.
- January 16, 2023: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and S. William Street was held. One (1) participant took part in the event.

MCM 2, 7.B.

Clean-up events took place throughout the reporting year. The City actively supports the Quassaick Creek Watershed Alliance, which has a very active membership, Riverkeeper's River Sweep, along with Safe Harbors of the Hudson efforts to clean up and create viable open space within the City. Other non-profit organizations, like, 'Melanin Unchained', 'Keep Newburgh Beautiful' and 'Outdoor Promise' also conducted cleanup events.

The City's DPW conducts bulk pickups on Wednesdays throughout the year. These pickups must be scheduled ahead of time. The DPW periodically conducts abatements of vacant buildings throughout the City, removing all trash and debris left on the property, this was implemented for 130 days during the reporting period. DPW has implemented a "Clean Sweep Program". This program was implemented for 125 days during the reporting

period. The efforts of this program collect garbage from thirty-three locations throughout the City Streets. The program additionally picks up trash and debris dumped along City Streets while conducting the route.

MCM 3, 7.

The storm sewershed mapping has generally been completed for the City's MS4 areas. The City Engineering Department is currently undertaking an asset management inventory and is working to televise all assets associated with the combined sanitary and separate storm sewer infrastructure. As this work is completed, asset locations and storm sewer piping arrangements will be revised if necessary. The associated storm sewershed mapping shall be updated as needed.

MCM 3, 12.B.

All unpermitted illicit discharges and illegal connections identified during this reporting period have been corrected to eliminate the discharge and/or connection. The City's combined sewer regulators and diversion manholes are regularly maintained to remove sediment and debris, mechanical joints are greased and proper operation is confirmed. Additionally, they are monitored remotely via telemetry; ensuring system flow is directed to the WWTP and not diverting to CSO SPDES Permitted Outfalls during dry weather.

In addition to the above-mentioned endeavors, the City arranged the training on stormwater management. The training had two sessions named "Raincheck: Stormwater pollution prevention for MS4s" and "Stormwatch: Municipal Stormwater Pollution Prevention" for the employees who directly deal with stormwater management. Forty-two (42) employees took the training.

MCM 3, 12.F.

The City Engineering Department is currently undertaking an asset management inventory and will be televising all assets associated with the combined sanitary and separate storm sewer infrastructure. As this work is completed, asset locations and storm sewer piping arrangements will be revised if necessary. The associated storm sewershed mapping shall be updated as needed. All illicit discharges and illegal connections will be eliminated as soon as City staff becomes aware of them and can appropriately direct the property owner.

MCM 4, 7.A.

The Planning Board, City Engineer, and City Planner review, modify, and approve site plans submitted to the Planning Board. Eighteen (18) Planning Board applications were reviewed during the current reporting year. Eight (8) Planning Board Applications carried over from the previous reporting year. The applicants are encouraged to implement appropriate erosion and sediment control. The Engineering Department additionally reviews all required SWPPP inspections from active construction sites, as well as conducts periodic inspections as necessary. Twelve (12) third-party inspections were received and reviewed, and three (3) inspections were conducted by City Staff.

MCM 4, 7.B.

Although the entire City is not technically part of the regulated MS4 area, in accordance with the City's WWTP SPDES Permit, Best Management Practices for Combined Sewer Overflows, No. 12 recommends that the impacts of run-off from development and re-development in areas served by combined sewers be reduced by requiring compliance with the NYS Standards and Specifications for Erosion and Sediment Control and the quantity control requirements included in the NYS Stormwater Management Design Manual.

MCM 4, 7.F.

Amendments to the City Code, related to stormwater management are continually being drafted. Applicable City Departments are working on updates to the City Code. Once the Code updates are adopted by the City

Council, they will be implemented as part of the MS4 Program. City staff will continue to enforce the implementation of appropriate BMPs in accordance with the NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion and Sediment Control.

MCM 5, 1.

The City of Newburgh does not own, operate, or maintain any post-construction stormwater management practices. There are thirty-seven (37) SMPs within the City limits and only five (5) are within the designated MS4 area. The 5 post-construction practices noted as inspected on the MS4 Annual Report are the only ones that are regulated under the MS4 Permit and they are inspected on an annual basis. The others inventoried are connected to the City of Newburgh combined sewer system. If deficiencies are noted during the regular annual inspections, a comprehensive letter is written to inform the owner of the responsibility to maintain their stormwater practices. These letters outline a compliance deadline to resolve the deficiencies noted during the inspections. Additionally, the City of Newburgh is working on enforcement of nonresponsive facility owners.

MCM 5, 6.F.

The City will further work with the respective SMP owners to ensure the facilities are correctly installed and maintained as required. The City will continue to inspect the post-construction SMPs covered by the General Permit for compliance with their approved plans and SWPPPs. The City intends to implement a similar inspection process related to post-construction SMPs in the combined portions of the system to aid in compliance with the SPDES Permit and Phase-II, III, and IV of the LTCP.

MCM, 6 2.

Parking Lots

- 8.11 acres (Friday) * 40 sweepings = 324.4 acres

Street Sweeping

- 2.10 miles (daily, Broadway) * 179 sweepings = 375.9 miles
- 11.51 miles (Friday, Mains) * 40 sweepings = 460.4 miles
- 14.2 miles (Mondays, Southside) * 24 sweepings = 340.8 miles
- 14.2 miles (Tuesdays, Southside) * 40 sweepings = 568.0 miles
- 19.2 miles (Wednesday, Northside) * 40 Sweepings = 768.0 miles
- 19.2 miles (Thursday, Northside) * 35 sweepings = 672.0 miles

Additional BMPs, 2.

The City has mapped the MS4 conveyance system based on desktop analysis, record research, and field location/verification. Additionally, each outfall's approximate contributing drainage area has been delineated based on two (2) foot-derived LIDAR contours. As previously mentioned, the City Engineering Department is currently undertaking an asset management inventory and will be televising all sanitary and storm sewer assets. As this is completed and asset locations and connections are confirmed, the combined sanitary and storm sewershed mapping shall be updated as needed.

Additional BMPs, 3.

City staff has developed the *City of Newburgh Sewer Preventative Maintenance Plan*, approved by the NYSDEC. Although this covers the City's entire sanitary and storm sewer system, the outlined inspection and maintenance apply to all aspects of the conveyance system directly associated with the City's MS4 area.

Additionally, proper maintenance of the nonregulated MS4 areas will ensure the system is properly working and not contributing to increased wet-weather CSO events or creating dry-weather CSO events.

Additional BMPs, 10.

The City has three (3) sections of the City Code that relate to prohibiting pet waste on municipal properties and prohibiting the feeding of geese. The sections are 248-64, 150-7, and 183-1(G).

Additional BMPs, 11.

Section 183-1(G) of the City code requires any person having ownership, custody, and control of a dog or other domesticated companion or working animal on the Street or thoroughfare or other common areas to pick up, collect, and properly dispose of all pet waste. Pet waste stations have been installed in public areas throughout the City.

RESOLUTION NO.: 79 - 2023

OF

MAY 8, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, Resolution No. 80-2020 of March 19, 2020, Resolution No. 102-2021 of April 26 2021, and Resolution No. 127-2022 of May 23, 2022, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2023 season; and

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 27, 2023 to October 8, 2023.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated in the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement \$750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

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

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for

property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or

otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, New York 12553
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
TODD VENNING
City Manager
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JANICE GASTON
City Comptroller

RESOLUTION NO.: 127 - 2022

OF

MAY 23, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, Resolution No. 80-2020 of March 19, 2020, and Resolution No. 102-2021 of April 26 2021, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2022 season; and

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

AGREEMENT

THIS AGREEMENT, entered into this 1st day of June, 2022, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 25, 2022 to October 10, 2022

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

G. The Licensee will offer Friday Sunset Tours to City residents at half price.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement \$750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

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

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as

shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1.
 - (a) A party refuses or fails to perform any of its obligations under this agreement; or
 - (b) A party fails or refuses to comply with all applicable laws or ordinances; or
 - (c) A party is guilty of substantial violation of any provision of this agreement.
2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, New York 12553
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____

TODD VENNING

City Manager

Per Res. No.: 127-2022

MOUNTAIN VALLEY GUIDES LLC

By: _____

Bill Garrison

Approved as to form:

MICHELLE KELSON

Corporation Counsel

JANICE GASTON

City Comptroller

RESOLUTION NO.: 80 - 2023

OF

MAY 8, 2023

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND ENVIRONMENTAL DESIGN & RESEARCH,
LANDSCAPE ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES,
D.P.C., FOR PROFESSIONAL GRANT CONSULTING SERVICES
RELATED TO THE BROWNFIELD OPPORTUNITY AREA NOMINATION STUDY
OF THE “NEWBURGH, NY HILLSIDE”**

WHEREAS, by Resolution No. 174-2021 of July 12, 2021, the City of Newburgh applied for and was awarded a New York State Department of State Brownfield Opportunity Area Program Grant for a Nomination Study of The “Newburgh, NY Hillside”; and

WHEREAS, the City of Newburgh issued Request for Proposals #25.22 seeking proposals for consulting services to oversee and coordinate the development of the Brownfield Opportunity Area (“BOA”) Nomination Study; and

WHEREAS, Elan Planning & Design, LLC, now known as Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., submitted a proposal to provide professional grant consulting services to the City of Newburgh to facilitate and support the development of a Brownfield Opportunity Area Nomination Study for the Newburgh, NY Hillside; and

WHEREAS, the cost of these services will not exceed \$200,000.00 and will be derived from the New York State Department of State Brownfield Opportunity Area Program Grant and a City match derived from A.1918.0400; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with as Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. at cost not to exceed \$200,000.00 for grant consulting services related to the Brownfield Opportunity Area Nomination Study of The “Newburgh, NY Hillside”.



**RFP #25.22 Request for Proposal (RFP)
for
Consultant Services for the Development of a Brownfield
Opportunity Area (BOA) Nomination Study for the
City of Newburgh, Orange County, New York
Date of Issuance: Tuesday, October 4, 2022
Date of Submission: Friday, November 18, 2022**

Purpose of the Proposal

The City of Newburgh seeks proposals from professional consulting firms to oversee and coordinate the development of a Brownfield Opportunity Area (“BOA”) nomination study that will provide the foundation for a full BOA nomination by the New York State Department of State (“DOS”).

The consultant should have significant experience with the development of BOA Nomination Studies in other municipalities throughout New York State and must have demonstrable skills in facilitating and coordinating public outreach, community design and visioning, land use planning, and economic development.

The Nomination Study will result in a detailed description and analysis of the existing conditions, development opportunities, and reuse potential of parcels located in the proposed BOA. The study will strategically focus on key sites that are perceived as catalysts for redevelopment of the entire BOA. The final outcome of the study will be a BOA designation of the area by the New York State Secretary of State.

Project Area Description

The City of Newburgh intends to complete a BOA Nomination Study for an estimated 81-acre hillside area strategically located between Newburgh's Hudson River waterfront and its downtown commercial corridors. Much of this hillside area has remained vacant and underutilized for decades.

Once the commercial heart of the City, the "Hillside" was the epicenter of urban renewal during the 1960s and 1970s. Approximately 1,300 buildings were demolished, nine streets were buried, and thousands of residents displaced. The demolitions of homes and businesses were rushed and completed long before environmental compliance requirements were in place. Hazardous building materials (such as lead paint, asbestos and PCBs), toxic chemicals (VOCs, PAHs, metals), and petroleum from former abandoned tanks were not addressed. It is expected that numerous environmental concerns - including soil and groundwater contamination - are present in the Hillside.

Just over one-third of the proposed BOA (36.6 acres) is owned by the City of Newburgh. Of the estimated 26 brownfield sites, 21 are owned by the City of Newburgh. These 21 parcels cover approximately 32 acres, or 93% of brownfield land in the BOA. They include the Hillside parcels as well as the former Consolidated Iron and Metal EPA Superfund Site.

Investment in this area and the surrounding area has been limited, and the needs of this diverse and low-income community have been historically neglected. By redeveloping this area, the City has an opportunity to revitalize the Hillside into a highly sustainable and livable downtown neighborhood.

Overall Objectives

- Describe and refine the outline of the BOA nomination study area. Justify the rationale for the study area boundaries.
- Identify issues and opportunities based on an analysis of existing conditions and market feasibility.
- Identify private property owners of key vacant sites within the study area.
- Engage the public in a meaningful way to solicit input on the future use of strategic sites. Critical attention must be paid to the residual effects of urban renewal in the study area. A clear community vision, with goals and objectives for the study area, is the optimal community/stakeholder engagement process.

- Using input from various sources (i.e., private sector, public comment, market feasibility study, etc.), define goals and visions for the area that would include a range of realistic future uses, as well as types of redevelopment projects.
- Create a series of master redevelopment plans for strategic sites to help articulate the desired development goals. The redevelopment plans should include recommendations and specific steps to achieve such goals. Plans should also include visual representations and/or renderings to illustrate redevelopment plans.
- Meet the goal of 15% WBE (\$27,000) and 15% MBE (\$27,000) participation for this BOA nomination study.
- Follow the Work Plan (Attachment A) included in this RFP.

Submission Materials

Respondents must submit 3 hard copies and 1 digital copy (on a flash drive) of its proposal as outlined below. *Faxed or electronic submissions will not be considered.* **Proposals must be submitted by mail or in person by Friday, November 18, 2022 to:**

City of Newburgh
City Hall, Office of the Comptroller
83 Broadway
Newburgh, New York 12550

Responses that miss the deadline will not be considered.

The information requested through this RFP is necessary for the City of Newburgh to adequately evaluate any proposal. Applicants are urged to submit proposals as complete as possible on their initial submission. Failure to supply the requested information may result in the rejection of a proposal.

The following items **must** be submitted for consideration to be selected as the consultant for the BOA Nomination Study:

1. Consultant Qualifications

- a. Description of the consultant firm. The response should address the firm's overall philosophy, list its areas of specialization, and highlight its technical competence and expertise.
- b. Provide a list of resumes and/or description of qualifications of principal team members, including identification of the proposed project manager.

- c. Describe diversity characteristics of the individuals and/or firms that will participate in the BOA Nomination Study.

2. Consultant Experience

- a. Demonstrate experience with municipal planning and brownfield redevelopment, specifically with respect to New York State (NYS) Brownfield Opportunity Area (BOA) programs.
- b. Submit a detailed history of all relevant projects that have been completed in the last five (5) years with an emphasis on projects similar in scope to the City of Newburgh's proposed BOA Nomination Study. The respondent should include a brief description of each project, an estimate of the project's total cost, and the start and completion dates of the project.
- c. Provide reference contact information for completed projects.
- d. Submit a list of projects that are currently underway or future commitments that would be relevant to the size and scope.
- e. Include work samples from similar projects.

3. Proposed Project Plan

- a. Narrative summarizing the methodology and schedule of the work needed to complete the project. The proposal should demonstrate the firm's understanding of the issues and goals that the City of Newburgh hopes to achieve through a BOA Nomination Study. The respondent should include a detailed description of the procedures – with specific emphasis given to the public and community outreach aspect of this proposal - that will be used to complete the intended scope of work. The project schedule should include an estimated time to complete each major task in the intended scope of work.
- b. A listing of any proposed work to be completed by any sub-contractors.
- c. Strategy for satisfying the goals of this proposal for the inclusion of MWBE (Women/Minority-owned Business Enterprises) firms in the BOA Nomination Study.

4. Project Costs

- a. A proposed budget – not to exceed \$200,000 - outlining the fee structure and expense summary for the services to be provided.
- b. A timetable for payments upon the completion of specific project phases. Provide a fee structure or budget for the services proposed and the expenses to be incurred.
- c. Estimated costs of any proposed work to be completed by any sub-contractors, with a representation about whether those costs are included in, or in addition to, the respondent's cost estimate.

Evaluation Criteria

Each proposal will be evaluated based on the information submitted. The proposals will be reviewed by City staff and a representative from NYS Department of State (DOS). Qualified applicants may be asked to submit additional details, attend meeting(s) with City officials, and/or submit digital responses to additional clarifying questions.

Staff will then make a recommendation of one or more applicant(s) that best meets the evaluation criteria to the City Council for its review. The final approval for a consultant for a BOA Nomination Study rests with the City of Newburgh Council.

Proposals received within the stated deadline and containing all required information will be evaluated using the following criteria:

1. Qualifications (25%)

- a. Qualifications of the firm and of the key members of its proposed project team will be evaluated based on education, professional expertise, member diversity, and relevant experience with respect to the tasks to be performed.

2. Experience (25%)

- a. Successful municipal brownfields experience, specifically any project related to the NYS Department of State (“DOS”) BOA program or relevant NYS Department of Environmental Conservation (“DEC”) experience.
- b. Demonstrable organizational skills necessary for community outreach and public engagement.
- c. Recommendations from previous clients.

3. Proposed Project Plan (25%)

- a. Submission of a realistic project plan that shows an understanding of the scope of work and the goals to be achieved. Emphasis is given to plans that include a thorough proposal for community outreach and engagement.
- b. A schedule that will complete all project tasks within the allotted time and budget.
- c. A proposal that demonstrates the respondent’s ability to meet MWBE requirements.
- d. Quality and completeness of the response.
- e. Applicability of proposed alternatives or enhancements to information requested.

4. Project Costs (25%)

- a. A reasonable total project budget and payment schedule.
- b. The cost-effectiveness of the proposal.

Terms and Conditions

1. The City may, at its option, interview prospective consultants as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.
2. The City reserves the right to amend its evaluation criteria at any point, at its sole discretion.
3. The City may terminate the RFP process at any time for any reason.
4. The City reserves the right to reject any and/or all proposals.
5. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the proposer or representatives of said proposer, but will entertain such requests.
6. The issuance of the RFP does not obligate the City to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.
7. This RFP does not in any way commit the City to reimburse respondents for any costs associated with the preparation and submission of proposals.

Questions and Information

Please direct all questions regarding this Request for Proposal (RFP) in writing to the City of Newburgh's Department of Planning and Development at planning@cityofnewburgh-ny.gov.

City staff may provide updates, addenda, or FAQs for this RFP. Any additional information will be posted on the City of Newburgh's website under the "RFQs & Property RFPs" section of the Planning and Development's Department page at: <https://www.cityofnewburgh-ny.gov/planning-development/pages/rfqqs-property-rfps>

Potential respondents are encouraged to periodically check the City's website for any new information concerning this RFP.

City of Newburgh Core Values Statement

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

ATTACHMENT A – WORK PLAN

City of Newburgh Hillside Neighborhood BOA Nomination

1. Project Description

The City of Newburgh intends to develop a BOA Nomination for the approximately 81-acre area hillside neighborhood overlooking the Hudson River (“Hillside”) at the intersection of three strategic redevelopment zoning districts: the Waterfront Gateway, Downtown Corridor, and Broadway Corridor. The area is characterized by 26 potential brownfield sites, totaling approximately 35 acres of the Hillside neighborhood. The City seeks to restore the Hillside to a productive, mixed-use, commercial neighborhood that bridges Newburgh’s waterfront and downtown areas while protecting the health of the community and its natural resources.

Within the designated area, the city intends to focus on the following clusters:

- Hillside and Clinton Square parcels - This area housed Newburgh’s former commercial downtown area, which was demolished in the early 1970s. The demolition was a rushed process completed prior to environmental compliance requirements. It is suspected, though not known, that numerous environmental concerns are present. Most of the parcels in this area are owned by the City of Newburgh. They have the potential to be redeveloped into a mixed-use, medium-to-high density neighborhood with businesses and homes serving existing and new residents.
- Consolidated Iron and Metal EPA Superfund Site - This vacant site on the Hudson River was a scrap metal processing and storage operation from the mid-1950s to 1999. Facility operations led to soil contamination. The site has since been remediated; it is owned by the City of Newburgh. The vacant waterfront site is locally referred to as the “People’s Park” and open to the public for passive uses. It has the potential to be used for a variety of water-enhanced uses in accordance with the site management plan.
- Downtown and Broadway area – This area contains seven additional vacant and underutilized sites within the Downtown/Broadway Corridor section of eastern Broadway.

The BOA Nomination will provide an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed

BOA with an emphasis on the identification and reuse potential of strategic sites that are catalysts for revitalization and culminate in designation of the area by the Secretary of State.

Key project objectives include:

- Identifying and providing a clear description and justification of a manageable study area and associated boundaries.
- Establishing a community and stakeholder participation process.
- Developing a clear community vision and associated goals and objectives for the study area.
- Completing a comprehensive land use assessment and analysis of existing conditions in the study area, including an economic and market trends analysis, to determine the range of realistic future uses and types of redevelopment projects to revitalize the study area.
- Identifying strategic sites that represent key redevelopment opportunities, and fully examining their redevelopment potential.
- Based on the analysis, creating a description of key findings and recommendations for future uses and other actions for redevelopment and community revitalization.
- Providing a series of key recommendations to serve as the basis for project implementation.
- Preparation of a complete BOA designation package for submission, approval, and official designation by the Secretary of State.

2. Project Attribution and Number of Copies

The consultant must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS DOS to the project. The materials must include the following acknowledgment:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under the Brownfield Opportunity Areas Program."

The consultant shall ensure that all materials printed, constructed and/or produced with funding provided by the BOA Program form a unified and coherent report and include the components and products described in this work plan along with any other materials required by the DOS to form a complete submission. Submission of pre-existing and stand-alone data and reports are not acceptable as substitutes.

The contributions of the DOS must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the DOS for review and approval prior to release, to ensure appropriate attribution.

Unless otherwise specified in the Work Plan tasks, the consultant must prepare all required products in the following formats:

- Draft products: one digital copy of each product must be submitted in Microsoft Word and Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution.
- Final products: one electronic copy of each product must be submitted in Microsoft Word, PDF (20 MB maximum), created using 300 dpi scanning resolution. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products and associated spatial data must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created in (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and must include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer, or financial administrator for the municipality (contractor) shall certify to the DOS that the procedures of the municipality, established pursuant to General Municipal Law, Section 104-b, were fully complied with for all contracts for professional services.

4. Scope of Services, Tasks, and Products

The awarded Contactor will be required to provide the following scope of services, tasks, and products.

Component 1

Task 1.1: Project Scoping Session with the Selected Consultant

The City of Newburgh (for purposes of the Work Plan, hereafter referenced as either “City,” “City of Newburgh”, or “Contractor”), DOS, and the selected consultant (i.e. the selected consultant based on the RFP, hereafter referenced as “Consultant”) shall hold a scoping session to review project and contract requirements and to share information with the Consultant that will assist in completing the project. Topics shall include but are not limited to the following:

- project scope and budget allocation
- study area boundary
- community participation and visioning process
- project goals and objectives
- existing relevant information (maps, reports, etc.)
- access to information from past or current projects
- responsibilities of the participants (Contractor, Consultant and DOS)
- timeframes and deadlines
- reporting requirements
- SEQRA requirements
- expected products, including BOA Designation
- MWBE goals

Product:

- Meeting summary prepared by the Consultant, with notes of agreements/understandings reached, and distributed to scoping session participants

Component 2: Community and Stakeholder Participation

Task 2.1: Community and Stakeholder Participation

The Consultant shall prepare a Community and Stakeholder Participation Plan of agreed upon public outreach and techniques to ensure meaningful public participation in the planning process. Whenever possible, this should also include materials that have been translated into Spanish. This includes an anticipated schedule of public meetings, other outreach methods and techniques that will be used to ensure public participation throughout the course of preparing the Nomination. This shall be completed in coordination with the City of Newburgh, the Steering Committee, DOS and other key participants.

Public participation should occur early and consistently in the process through visioning workshops, informational meetings, project presentations, and public education. The

Consultant shall provide the City of Newburgh with a minimum of two weeks' advanced notice of all proceedings relative to the public participation process.

Community outreach should serve to inform the public about the project and serve as a means for the public and stakeholders to participate in forming the plan, thus ensuring community support, and understanding. The public participation outline and summary description shall be subject to review and approval by the City of Newburgh.

Public participation shall include, at a minimum:

- use of a local steering committee to guide plan preparation
- specific outreach to current and former community members displaced or impacted by Urban Renewal
- preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed area. This is to be used on a regular basis to keep stakeholders informed of progress on the plan
- an initial public kick-off meeting to explain the BOA Program and the project's intent and scope and to solicit initial public input to develop, refine, or confirm the community's vision for the study area, project goals and objectives, opportunities, and constraints
- review of the vision statement, goals, and objectives
- review of the existing conditions analysis
- review of the economic and market trends analysis and an exploration of alternative approaches to redevelopment and revitalization
- a public presentation and informational meetings on the draft Nomination that solicits feedback on the entire project, including the strategic sites, redevelopment strategies, findings of all analyses, and key recommendations.

Methods and techniques may include, but are not limited to:

- public informational or outreach meetings
- stakeholder interviews
- visioning sessions
- design charettes
- workshops
- discussion groups
- surveys
- public meetings and hearings

Product:

- Approved Community and Stakeholder Participation Plan, including anticipated schedule of public proceedings. The Contractor shall be responsible for carrying out the plan.

Component 3: Draft Nomination

The Consultant shall prepare a draft Nomination that provides a thorough description and analysis of the study area.

The draft Nomination will consist of the following tasks addressing the study area. Emphasis will be placed on the identification and reuse potential of strategic sites and area-wide improvements that are catalysts for revitalization.

Task 3.1: Description of the Project and Area Boundary

The Consultant shall prepare a narrative and visual description of the following elements:

A. Lead Project Sponsors

Description of project sponsors, including relationship and organizational structure between the sponsoring municipality and involved community-based organizations OR the relationship and organizational structure between the sponsoring community-based organization and the municipality.

B. Project Overview and Description

Overview of the project, including: the relationship of the study area to the community and region; acreage in the study area; and the number and size of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed BOA. The description shall include the relationship of the BOA to any existing comprehensive plans and/or economic development initiatives, reports, or strategies with an emphasis on creating linkages between related planning and implementation efforts.

The description shall include the area's revitalization potential in terms of a range of opportunities, including:

- new uses and businesses
- creating new employment and generating additional revenues
- new public amenities or recreational opportunities
- restoring environmental quality

Map Requirements:

- A map showing the boundary of the BOA area
- A Community Context Map that shows the location and relationship of the community (in which the proposed BOA is located) to the surrounding municipality, county and region

C. Community Vision and Goals

A cohesive vision statement for the area shall be prepared with a list of specific goals to be achieved relative to community redevelopment and revitalization as shaped and expressed by the community.

Project goals should be expressed in terms of opportunities for:

- development projects that align with community needs
- new housing
- improved economic conditions
- advancing environmental justice concerns
- recognition of lost long-term wealth due to Urban Renewal
- additional open space and/or recreational amenities
- enhancing resiliency
- other goals and objectives relevant to the redevelopment of brownfields or underutilized property

Such goals shall, where practicable, reflect to the degree appropriate the principles of sustainable community development, including, but not limited to:

- strengthening and directing development towards existing community centers
- fostering distinctive, attractive communities with a strong sense of place
- mixing land uses
- taking advantage of compact building design
- creating a range of housing opportunities and choices, including affordable housing
- reusing historic buildings and preserving historic sites
- preserving open space, farmland, natural beauty, and critical environmental areas
- providing a variety of transportation choices (public transit, pedestrian, bicycle, etc.)
- creating walkable neighborhoods
- improving social, economic, and environmental resilience in the community
- using best management practices for storm water management
- making development decisions predictable, fair, and cost effective
- encouraging community and stakeholder collaboration in development decisions

D. BOA Boundary Description

A description and justification of the proposed BOA boundary. The borders of a BOA boundary should follow recognizable natural or existing boundaries such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The project study area should be between 50-500 acres.

In determining the borders, consideration may be given to:

- land uses that affect or are affected by identified potential brownfields, vacant, or underutilized property
- natural or cultural resources with a physical, social, visual, or economic relationship to identified potential brownfields
- areas necessary for the achievement of the expressed goals of the BOA

Map Requirement:

- The description shall include a BOA Boundary Map that clearly shows and identifies the location and boundaries of the study area

Products:

- A complete narrative Description of the Project with the community's vision and goals, BOA Boundary, and all required maps, as described in Task 3.1 above. This will be presented in the draft Nomination as "Section 1".

Task 3.2: Description of Community Participation Process and Outcomes

The Contractor shall prepare a narrative description of the following elements:

A. Outcomes from Community and Stakeholder Participation

Description and analysis of community and stakeholder input and feedback received during meetings and workshops or other community participation, as outlined in Component 2. This analysis should identify key outcomes that inform the project. The Consultant shall also provide a detailed description of all meetings and workshops and other community outreach activities that occurred.

Product:

- A complete narrative description of the activities and outcomes from Community and Stakeholder Participation as described in Task 3.2 above. This shall be presented in the draft Nomination as "Section 2".

Task 3.3: Existing Conditions Analysis

The Consultant shall prepare an analysis of the existing conditions of the proposed BOA that include the following elements:

A. Community and Regional Context

A description of the contextual relationship of the proposed BOA to the community, municipality, and region that places the proposed BOA area into a larger context. The description may include indicators relevant to the Nomination study, such as:

- demographic information, including socially vulnerable populations
- housing trends and needs
- economic conditions
- land use history and current status
- transportation systems
- infrastructure
- natural features
- current and future hazard/climate risks (e.g., information from local and/or State Hazard Mitigation Plan)

B. Inventory and Analysis of the Proposed BOA

An inventory and analysis for the entire BOA, including a thorough analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed BOA. This analysis should provide support for the reuse potential of strategic sites that are identified by the community as catalysts for revitalization.

The purpose of the inventory and analysis is to make specific and realistic recommendations in the proposed BOA for implementation projects, including land and groundwater use. Therefore, this analysis must include all of the relevant information needed to contextualize and develop these recommendations.

In order to clearly organize and present the inventory and analysis, the BOA may be divided into logical geographic sectors, or subareas. The study area, sectors, and/or subareas must be described in terms such as: total acres; acres developed and vacant, including strategic sites for redevelopment; and percent of the total area or sector developed with specific land use types and percent of land area vacant.

The inventory and analysis shall include, but not be limited to, an analysis of the following:

Existing Land Use and Zoning

An analysis of the existing land use pattern and zoning districts within the BOA, including:

- location of study area as it relates to the community
- total land area in acres and area of each sector or subarea in acres of the proposed BOA
- existing and adjacent land and water uses including, but not limited to, residential, retail, commercial, mixed use, water-dependent, industrial and manufacturing, publicly or privately owned vacant or underused sites, dedicated parks and dedicated open space, and institutional uses, and cultural uses
- land area committed to each land use category
- brownfield sites and all underused, abandoned, or vacant properties that are publicly and privately owned
- known data about the environmental conditions of the properties in the area
- climate/hazard risk data or information
- existing zoning districts and other relevant local laws or development controls guiding land use including but not limited to historic districts
- local, county, state or federal economic development designations or zones

Map Requirements:

The analysis of the existing land use pattern and zoning must include:

- an Existing Land Use Map that shows the pattern of existing land use
- an Existing Zoning Map that shows the location and type of zoning districts as well as economic designations or zones

Brownfield, Abandoned, and Vacant Sites

An inventory, analysis and narrative description of brownfield, vacant and abandoned sites within the BOA area. The inventory should include, at a minimum, physical features, including location, proximity to other key sites, size and condition, potential contamination issues, historic hazard impacts, current and future climate/hazard risks, and use potential.

This inventory and analysis may be based on: review of existing or historical records and reports, aerial or regular site photographs, and existing remedial investigations, studies and reports; field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; interviews with people that are familiar with the land use history of the site; and/or any other known data about the environmental conditions of the properties in the proposed BOA, as needed.

For each relevant brownfield and abandoned or vacant site, complete descriptive profiles shall be provided. These profiles should include details that describe the relevance of these sites in

relation to the proposed BOA study and contribute to an understanding of the reuse potential of these sites. At a minimum, this shall include, but is not limited to:

- site name and location, including owner, site address, and size in acres
- location on the Underutilized Sites Location Map
- current use or status and zoning
- existing infrastructure, utilities, and site access points
- proximity to existing transportation networks
- natural and cultural resources or features
- If applicable, flood zone and which type (A, AE)
- adjacent uses
- environmental and land use history, including previous owners and operators
- known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas) based on existing environmental reports and other available information
- use potential (residential, commercial, industrial, recreational) including potential redevelopment opportunities

Map Requirement:

- The description shall include an Underutilized Sites Location Map that clearly shows the location, borders and size of each brownfield site and other underutilized, abandoned or vacant sites showing private or public ownership, with an identifying reference to the attached profiles.

Land Ownership Pattern

A description and analysis of the private and public land ownership including land and acres held in public ownership (municipal, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to road/rights-of-way.

Map Requirement:

- The description shall include a Land Ownership Map that shows public and private land ownership.

Parks and Open Space

A description of all public (municipal, county, state, and federal) and privately-owned lands – especially waterfront lands - that have been dedicated for or committed to parks or open space use including an analysis of adequacy of parkland, condition and utilization.

Map Requirement:

- The description shall include a Parks and Open Space Map that shows lands that have been dedicated or committed for park or open space use.

Building Inventory

An inventory, description, and analysis of key buildings in the area, including building name, levels, gross square footage, original use, current use, condition, and ownership.

Map Requirement:

- The description shall include a Building Inventory Map that shows the location of key buildings.

Historic or Archeologically Significant Areas

A description and analysis of historic or archeological areas, sites, districts, or structures that are of local, state or federal significance.

Map Requirement:

- The description shall include a Historic or Archeological Significant Areas Map that shows resources of historic significance (may be shown as part of the Building Inventory Map).

Transportation Systems

A description and analysis of the various transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the study area and the types of users (truck, car, bus, ferry, train, subway, recreational and commercial vessels, pedestrian, bicyclists, etc.).

Map Requirement:

- The description shall include a Transportation Systems Map that shows transportation networks and systems.

Infrastructure

A description and analysis of the area's infrastructure (water, sewer, storm water, etc.) and utilities including location, extent, condition, and capacity. This description and analysis will also include parking lots and garages.

Map Requirement:

- The description will include an Infrastructure and Utilities Map that shows the areas primary infrastructure.

Natural Resources and Environmental Features

A description and analysis of the area's natural resource base, environmental features and current conditions including, but not limited to: upland natural resources and open space; surface waters and tributaries, groundwater resources and use; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; air quality maintenance areas; visual quality; agricultural lands; and locally, state, or federally designated resources.

Map Requirement:

- The description shall include a Natural Resources and Environmental Features Map that shows the location of primary natural resources and environmental features.

C. Economic and Market Analysis

An economic conditions and market analysis with concrete findings that define realistic future use scenarios for key sites within the proposed BOA. Future land uses must be economically viable, resilient, compatible, and appropriate for the area targeted for redevelopment.

The economic analysis shall focus on select datasets and indicators that provide insight into the particular socio-economic and market conditions and opportunities within the proposed BOA area and immediate region. These conditions and opportunities may also be identified through stakeholder interviews, community input, real estate analysis, existing studies, and secondary datasets.

The outcomes of the economic and market analysis should be described in relation to potential reuse scenarios for sites within the BOA area. The economic and market analysis shall consist of a micro (neighborhood, street, block, site specific) analysis and may consist of a macro (state and regional) analysis, if applicable.

D. Strategic Sites

A list of strategic sites developed from supportive criteria identifying the most likely sites to spur area-wide revitalization. Based on the analyses above, the Contractor should identify a thorough list of strategic sites for redevelopment, as well as a description of the process and criteria used to determine the strategic sites selected. This should include a detailed rationale for how these criteria were selected by the community and stakeholders.

Factors that may be used to identify strategic sites can include but are not limited to: overall importance to the community and the revitalization effort; location; ownership and owner willingness; on-site structures; level of contamination; property size and capacity for redevelopment; potential to spur additional economic development or positive change in the community; potential to improve quality of life or to site new public amenities; community support for proposed projects for the site; adequacy of supporting or nearby infrastructure, utilities and transportation systems; levels of current and future climate/hazard risks; and other factors as may be determined by the community.

Site profiles shall be created for all strategic sites.

Map Requirement:

- Strategic sites that have been identified through the planning process

E. Environmental Review of Strategic Brownfield Sites

A list of candidate sites to be considered for Phase 2 site assessment funding. Prior to completion of the summary analysis and findings, the contractor shall hold discussions with DEC and DOS regarding the identified strategic brownfield sites that may be candidates for site assessment funding. The recommended discussions will serve to aid in prioritizing the sites that may be eligible for Phase 2 site assessment funding or technical assistance under BOA, the State's remedial programs (i.e., Environmental Restoration Program, or Brownfield Cleanup Program), or other programs.

F. Key Findings of Inventory and Analysis

A set of key findings drawing from community and stakeholder input, analysis of the proposed BOA area, economic and market analyses, and strategic sites analysis. These key findings should lead to clear, actionable recommendations for revitalization and redevelopment, to be outlined in detail in the following section.

The key findings should describe, but are not limited to, the following:

- clear comparison of proposed future uses and necessary or desired zoning changes to existing land use and zoning
- publicly controlled and other lands and buildings which are or could be made available for development or for public purposes
- potential interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization
- climate or hazard risks, including, but not limited to, potential impacts on future land uses, infrastructure, and populations
- necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions
- opportunities for properties located in the proposed BOA, with an emphasis on redevelopment of properties identified as strategic sites including reuse as residential, commercial, industrial and recreational or cultural amenities
- conditions and requirements for anticipated redevelopment for strategic sites

Product:

- A complete narrative of the analysis of the proposed BOA, all required maps, and site profiles for relevant brownfield, abandoned and vacant sites and all identified strategic sites as described in Task 3.3 above. This shall be presented in the draft Nomination as “Section 3”.

Task 3.4: Final Recommendations and Implementation Strategy

A. Recommendations for Revitalization and Redevelopment

A summary analysis and recommendations for revitalization and redevelopment shall be prepared based on the more thorough analysis of the tasks above.

These recommendations should focus on reuse and redevelopment opportunities and needs for properties located in the proposed BOA. They should include detailed redevelopment concepts for strategic sites that have been identified by the community as catalysts for revitalization. These concepts may include strategies such as, but not limited to enhancing retail, mixed use, industrial, recreational, cultural, infrastructure, and public amenities. These redevelopment concepts should culminate in a discrete set of public and private implementation projects with next steps required to advance these projects.

Map Requirement:

- The Recommendations and Revitalization Strategy shall include a Revitalization Actions Map(s) visually illustrating recommended projects and improvements.

B. Interagency/Partner Engagement

The Consultant, the City of Newburgh, and the DOS shall, as appropriate, coordinate a discussion of opportunities for implementation of the BOA with potential partners from a variety of sectors.

The Consultant may be requested to prepare for and participate in interagency workshops with appropriate local, county, state, and federal agencies.

The goals for these workshops may include:

- improved communication and understanding among the agencies about the community's vision, project objectives and needs
- improved understanding of various government programs, services, and potential financing (grants and loans) that could advance implementation of the BOA plan
- support from government agencies for permitting, technical assistance, and financing and coordinate government agency actions

C. Implementation Strategy and Matrix

The Consultant shall develop an implementation strategy that outlines short- and long-term projects and related actions required to advance redevelopment. This should be based on the summary recommendations outlined in Section A – Recommendations for Revitalization and Redevelopment.

The implementation strategy should be based on a set of redevelopment concepts that guide the implementation approach. These redevelopment concepts should articulate a clear direction for future use of targeted sites and/or subareas, based on the analysis of community priorities and opportunities for the BOA area.

Information presented for each project should include at least: responsible party(ies), estimated cost, possible funding sources, a timeframe for implementation, and any interim pre-development activities that may be required. Projects included shall be specific and actionable.

Products:

- Final set of recommendations for revitalization and redevelopment
- Summary of points of agreement regarding necessary actions for the successful implementation of the BOA Plan
- Implementation strategy and matrix of prioritized projects and activities to advance revitalization of the study area
- This shall be presented in the draft Nomination as "Section 4".

Component 4: Completion of the draft Nomination

Task 4.1: Draft Nomination and Executive Summary

The Consultant shall prepare a draft Nomination incorporating the elements described in Component 3 as well as incorporating summaries of additional technical analyses that may have been undertaken as part of the Nomination study and present in a format that may be prescribed by DOS.

The Executive Summary shall include, in no more than fifteen (15) pages, the following:

- Community and project overview and description, including the study area boundary
- The community's vision for the area, major goals and objectives
- Public participation process
- Conditions, opportunities and assets in the study area and key natural resources
- Economic niche or economic opportunities based in part on economic and market trends
- Strategic sites and associated redevelopment opportunities
- Key findings and recommendations

The draft document shall be submitted to the City of Newburgh for review and comment, and all comments shall be reflected in the draft Nomination. The contractor must submit both a hard copy and an electronic copy of the draft Nomination.

Product:

- Draft Nomination

Component 5: Final Nomination and Application for Designation

Task 5.1: Public Meeting

In consultation with the City of Newburgh, the Consultant shall conduct a public information meeting to solicit public input on the Draft Nomination. A written summary of public input obtained at this meeting shall be prepared.

Products:

- Public meeting held
- Minutes/summary of meeting prepared.

Task 5.2: Preparation of Final Nomination

Based on comments received during the review period, the Consultant shall prepare a final Nomination. The final Nomination shall be submitted to the City of Newburgh and DOS for review and approval. All comments must be addressed to the satisfaction of DOS in subsequent versions of the final Nomination.

Products:

- Final Nomination approved by the DOS
- Supporting documentation including a GIS shapefile of the BOA boundary and photographs of the area

Task 5.3: Application for Designation

Upon completion of all tasks and receipt of acceptable report products, the Consultant shall submit an application for designation of the BOA. The application for designation of the Brownfield Opportunity Area shall include the following materials:

- Letter of request: A cover letter requesting consideration by the Secretary of State for designation of the Brownfield Opportunity Area.
- Public Notice and Presentation of Supporting Documentation: Documentation demonstrating required public participation has been completed.
- Complete BOA Nomination: A complete BOA Nomination document that presents a plan for the revitalization of the proposed BOA should be submitted both electronically and in hard copy. The hard copy should be provided in a 3-ring binder, with a cover sheet to indicate the location of the required elements within the Nomination document. A pdf of the Nomination suitable for web posting must also be submitted.
- A digital map of the area proposed for BOA designation, submitted in ESRI Shapefile or Geodatabase format.

Product:

- Completed application for designation of the BOA and a complete designation package.

Component 6: NYS Environmental Quality Review

Task 6.1: NYS Environmental Quality Review

The Consultant's preparation and adoption of a Nomination funded through the Brownfield Opportunity Area program should comply with the State Environmental Quality Review Act (SEQRA). As applicable, the City shall be the Lead Agency for purposes of SEQRA.

The Consultant shall prepare, distribute, and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a BOA Nomination. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with SEQRA and its regulations. If the Determination of Significance results in a Positive Declaration, the Consultant shall prepare a Draft Generic Environmental Impact Statement on behalf of the Lead Agency for the Draft BOA nomination in accordance with SEQRA and its regulations and guidelines. If the findings of the Determination of Significance are such that the BOA nomination will not have at least one significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary, and no further actions are necessary under SEQRA and its regulations. The Consultant shall make a recommendation to the City about whether a SEQRA public hearing will be held on the Draft BOA nomination. Completed SEQRA documents for the BOA nomination actions shall be submitted to the Department.

Products:

- Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration).
- If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the Consultant, shall prepare a Draft Generic Environmental Impact Statement for the Draft BOA nomination in accordance with the SEQRA regulations and guidelines.
- If a Draft Generic Environmental Impact Statement is prepared, a SEQRA public hearing shall be held and the hearing notes should be submitted to the Department.

Component 7: Project Reporting

Task 7.1: MWBE Reporting

The Consultant will be required to use the New York State Contract System (NYSCS) to record payments to MWBE subcontractors using DOS fund. Comply with MWBE Reporting Requirements by completing the following actions:

- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Product:

- Ongoing reporting through NYSCS during the life of the contract.

Task 7.2: Project Status Reports

The Consultant shall submit draft project status reports semi-annually (every June 15 and December 15) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered. The Consultant should use the Status Report Template included in this RFP.

Product:

- Completed draft project status reports submitted during the life of the contract.

Task 7.3: Final Project Summary Report

The Consultant shall prepare a draft Final Project Summary Report that the City of Newburgh can submit to the DOS project manager.

Product:

- Completed draft Final Project Summary Report.

4. Project Management and Responsibilities

The Consultant :

- shall be responsible for conducting all project work in conformance with the scope of services, tasks, and products referenced within this RFP.
- shall be responsible for all project activities including managing subcontracts with subconsultants.
- shall be responsible for submission of all products and payment requests to the City of Newburgh.
- shall be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- shall ensure that all products prepared as a part of this work plan shall include the NYS Comptroller's Contract #.
- shall ensure the project objectives are being achieved.
- shall ensure that comments received from the City of Newburgh, DOS, other agencies, and the project steering committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.

shall participate, if requested by DOS, in a training session or sessions focused on developing and implementing revitalization strategies.

The Department of State:

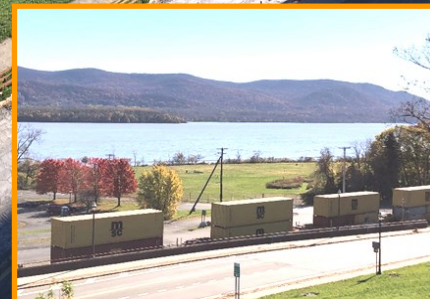
- shall review and approve or disapprove of subcontracts between the City of Newburgh and the Contractor and any other subcontractor(s).
- shall participate in initial project scoping and attend meetings that are important to the project.
- shall review all draft and final products and provide comments as necessary to meet project objectives.



Request for Proposals: #25.22

Development of a Brownfield Opportunity Area (BOA) Nomination Study for the City of Newburgh, NY

Submission Date: November 18, 2022



Submitted by:



Lead Consultant



Certified NYS WBE/MBE



PROPOSAL FOR: THE CITY OF NEWBURGH BROWNFIELD OPPORTUNITY AREA (BOA) NOMINATION STUDY

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November 17, 2022

City of Newburgh
City Hall, Office of the Comptroller
83 Broadway
Newburgh, NY 12500

***RE: PROPOSAL RESPONSE: REQUEST FOR PROPOSALS FOR BOA NOMINATION STUDY for the
CITY OF NEWBURGH, NY***

Dear Department of Planning and Development,

In response to the Request for Proposals, Elan Planning & Design, LLC (Elan), a NYS Certified WBE, enthusiastically submits our proposal to provide professional services to prepare a NYS BOA Nomination Study for the City of Newburgh Hillside area. Having helped prepare the successful CFA for funding we are very familiar with the study area and look forward to helping shape its re-imagined future.

Elan will be the lead firm for this project and I, Lisa Nagle, AICP, RLA, will serve as the primary point of contact throughout the project. As a NYS based planning and design firm, we are excited for the opportunity to share our 14 years of NYS BOA and USEPA experience to restore the Hillside and adjacent neighborhoods to a productive, mixed-use, commercial neighborhood that bridges Newburgh's Waterfront and Downtown areas.

In our experience, successful brownfield redevelopment is achieved when the resulting master plan and implementation strategy is based on realistic and 'real-time' input. Recognizing the complexities of brownfield redevelopment, Elan forms multi-disciplinary project teams to research, structure strategies, and identify actions, and programs that are based on current conditions. Whether it is an assessment of the marketplace through interviews and economic data, knowing the location of potential contamination, or understanding the availability of infrastructure, our team considers a wide spectrum of factors when formulating a master plan with a goal to be immediately attractive to the private sector for redevelopment. This is coupled with robust and targeted public engagement that also results in a Nomination Study that advances the vision of City and adjacent neighborhoods.

The Elan Team:

MRB Group: For the economic and real estate analysis aspect of the BOA, we have asked Michael N'dolo, Director of Economic Development for MRB Group to join the team. Michael is an economist who has worked on over 12 BOAs. As part of those teams, Michael completes the real estate market analysis, development scenario testing, economic and fiscal impact analysis, and funding and financing recommendations. Michael is also one of NY State's leading experts on Opportunity Zones where he is actively raising money for projects in Troy, Albany and Schenectady.

HRP Associates: Helping advance and refine the knowledge of the environmental aspect of the Hillside and other sites will be Tom Seguljic from HRP Associates. Tom has over 30 years of experience in environmental engineering consulting that includes state and federal brownfield projects and Phase I and II and site remediation planning. He specializes in understanding environmental issues and developing strategies to address brownfield sites and

due diligence concerns. HRP is very familiar with the Hillside having recently authored the successful USEPA Assessment Grant for Safe Harbors of the Hudson. Elan, HRP, and MRB work extensively together to combine NYS BOA and USEPA programs to better understand contamination issues and how they may affect redevelopment.

EDR (NYS WBE): Samuel Gordon, Planning Practice Leader and Erica Tauzer from EDR will join the team and assist with planning and public engagement. Given the intense level of engagement that will be necessary for this project to be successful we are bolstering out team so we can cast a broad net. Additionally, Erica is fluent in Spanish and will be the Team's translator and liaison to the Hispanic community. EDR is a successful planning and design firm located in Syracuse NY and will be a strong complement to Elan.

Prospect Hill Consulting (NYS M/WBE): Rounding out our team and providing high level GIS analysis is Prospect Hill Consulting LLC (PHC.) They provide clients with, environmental, planning and custom GIS/data management services. Jenny Mogavero of PHC has a strong background in working on brownfields clean up and redevelopment projects/issues and has direct experience with working with municipalities to develop their brownfields program. PHC and Elan are currently working on two of Albany's BOAs where they are helping develop the inventory and analysis but also creating GIS models to help identify strategic sites.

The senior level staff that comprise our team believes that the overall health of our communities is the key to a sustainable future for people of all ages and abilities. We share the same passion and understand that the combination of a vibrant downtown, healthy neighborhoods, a strong commercial base, and ample recreational opportunities is fundamental to ensure communities have a high quality of life for existing families while attracting new residents.

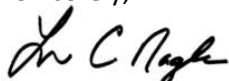
Among all the members of our team we have completed well over **30 BOAs, 12 of which are formally Nominated, 3 National EPA Area-Wide Plans** (the EPA program that was modeled after BOA), numerous LWRPs, Comprehensive Plans, Downtown Revitalization Strategies, and Master Planning and Redevelopment Plans for complex urban projects. Our team of Planners, Landscape Architects, Engineers, Economists, and Public Engagement Specialists will couple our local/institutional knowledge and our passion for the City of Newburgh with fresh eyes and new ideas to continue to propel Newburgh's resurgence.

The Elan Team specifically brings:

- **Senior level experience** working on the project – established firms with extensive experience with NYSDOS on multiple levels including the BOA process.
- Local knowledge coupled with **national brownfield, waterfront, and downtown revitalization experience.**
- Approachable, energetic and knowledgeable = **true passion for revitalization.**
- Understand how to **weave together NYS BOA and USEPA programs** to achieve success.
- GIS specialty via Prospect Hill Consulting who is a NYS MBE.
- Robust public engagement process with **Spanish speaking and translation** capabilities.

We trust we have responded to the requirements of the RFP. Should you have any questions or comments, please feel free to contact me at your convenience. Thank you for considering Elan Planning & Design.

Sincerely,



Lisa Nagle, AICP, RLA, Principal

1. CONSULTANT QUALIFICATIONS

- a. Overall philosophy, list its areas of specialization, and highlight its technical competence and expertise.

Brief History of The Elan Team

Elan Planning and Design (NYS WBE), **MRB Group** from Rochester and Saratoga Springs, **EDR's** Syracuse office, **HRP's** Albany office, and **Prospect Hill's (NYS M/WBE)** Buffalo office have worked together for many years on projects large and small with the primary focus on revitalizing upstate NY communities that are situated on major inland water bodies. Every member of the Elan Team has extensive experience and knowledge that results in highly strategic, focused and implementable plans. The nexus of moving water, central business districts and former manufacturing sites is common-place in upstate NY and it is where we have collectively applied our specialty disciplines over many years.

A sampling of projects includes:

- City of Albany North and South Brownfield Opportunity Area Studies and LWRP with Elan, MRB, and PCH;
- City of Gloversville BOA with Elan, MRB, HRP, and PCH;
- The City of Utica and City of Gloversville Downtown Revitalization Initiatives with Elan and MRB;
- City of Albany South End Strategic Plan (an EJ Community) with Elan and MRB;
- Albany County Land Bank strategic assessment and marketing of available sites with Elan and MRB; and
- Various LWRPs with Elan and EDR.

Our team utilizes senior level staff to collaborate with municipalities many of which have become our long-standing clients. Our Team's cooperative approach to redevelopment planning both educates along the way while fostering new partnerships and setting the stage for creative placemaking. In the end, the Nomination Study developed through this process will provide a roadmap that will help the City make informed decisions for years to come - providing immediate, medium and long-term change, in a coordinated manner inspired by the community's vision.

Elan BOA Philosophy

Elan knows that a healthy urban core is the foundation of a vibrant city, and that vibrant cities, in turn, power strong regions. Having worked throughout Upstate New York on brownfield opportunity area plans, downtown revitalization plans, economic development strategies, comprehensive plans and zoning codes, and waterfront revitalization plans, we know that subtle differences in a community's plan can make or break successful implementation. Our approach is grounded in using our deep understanding of local assets, communicating these through robust community engagement and teasing out the uniqueness that sets the city and BOA area apart. We shape this concept as three pillars to success; namely that BOA redevelopment projects must be: (1) market-based, financially feasible and economically impactful, (2) based on a solid vision and good design principles, and (3) supported by the community and its leadership.



Creativity, Energy, Passion & Cross-Functional Collaboration

With a cross section of community planners that think very strategically, landscape architects who value the public space and understand how it leverages private investment, economists who provide an understanding of the market opportunities, government sector specialists that know how to work with limited municipal resources, and a variety of engineers that assist in implementation, our team brings a realistic and creative approach to brownfield redevelopment. For Newburgh this means combining our passion and institutional knowledge with a well-rounded team with fresh eyes, new perspectives, and experience from other NYS BOAs.

b. Resumes and qualifications of the principal team members, and project manager.

TEAM LEADERS



Elan Planning & Design, LLC (Elan), a NYS certified WBE, will be the lead firm for this project and **Lisa Nagle, AICP, RLA** will serve as the Project Manager and primary point of contact. Lisa has overseen and completed 12 BOA Nomination studies throughout NYS and three EPA Area-wide Plans which was a national level brownfield program modeled after the NYS program. Of the 12 BOAs completed in NYS six have been officially ‘nominated.’ Lisa is currently the Project Manager for two of the City of Albany’s BOAs and their LWRP, as well as the City of Gloversville’s BOA. Lisa is also coordinating work between the Gloversville EPA brownfield grant and the BOA. Lisa has been practicing Strategic Planning for communities in NYS for 30 years.

Also joining me from Elan is **Jere Tatich, a Landscape Designer** who has over 35 years of experience and is a founding partner of Elan. Jere will be the lead designer for selected strategic sites. Throughout his career, he has used his Landscape Architectural skills to develop a broad-based project portfolio with a focus on addressing the needs of communities and institutions creating urban spaces of lasting value.



Helping manage the project will be **Laura Lourenco**. As Elan’s Senior Planner she is an urban resilience expert with a background in urban geography, human security, and sustainable development. Her career has focused on supporting local communities to increase their sustainability and resilience through integrated planning and policy approaches that balance social, economic, and environmental needs. She is experienced in leading multi-stakeholder projects and discussions to facilitate informed, participatory planning and action in cooperation with local practitioners and decision-makers. Her skills include project management, strategic planning, and event organization and facilitation. She is currently the Project Manager for the City of Albany’s BOAs and LWRP alongside Lisa.



Joining the Team is **HRP Associates** led by **Tom Seguljic**. Tom has over 30 years of experience in environmental engineering consulting that includes state and federal brownfield projects, Phase I and II analyses, and site remediation planning. He specializes in understanding environmental issues and developing strategies to address brownfield sites and due diligence concerns including air and environmental management issues. Tom is currently leading the EPA funded brownfield assessment program for the City of Gloversville and is coordinating with Elan as we complete the BOA. HRP is also responsible for the Safe Harbors of the Hudson’s winning EPA grant.



To complement our team and to bring specialized expertise, and BOA insights from around New York State, we have added **MRB Group** from Rochester, Syracuse, Geneva and Saratoga Springs, NY. **Michael N'dolo, CEcD** is a nationally recognized expert in economic development who has worked across thirty states and is regularly invited to speak on economic revitalization topics across the country. He brings a wealth of knowledge specific to private-sector-led real estate development, economic impact modeling; and the federal Opportunity Zones tax incentive program. Also from MRB Group is **Alyson Slack, Senior Economic Analyst**.



Samuel Gordon, Planning Practice Leader of **EDR** also joins the team to assist in public engagement and strategic site analysis. Sam is a Certified Planner and has over 20 years of experience in the planning and sustainability fields with a diverse background including neighborhood revitalization, greenway planning, sustainability planning, and mobility planning; and has worked in both the public and private sector; as well as internationally. Also from EDR is Eric Tauzer who is a planner with a degree in Spanish.



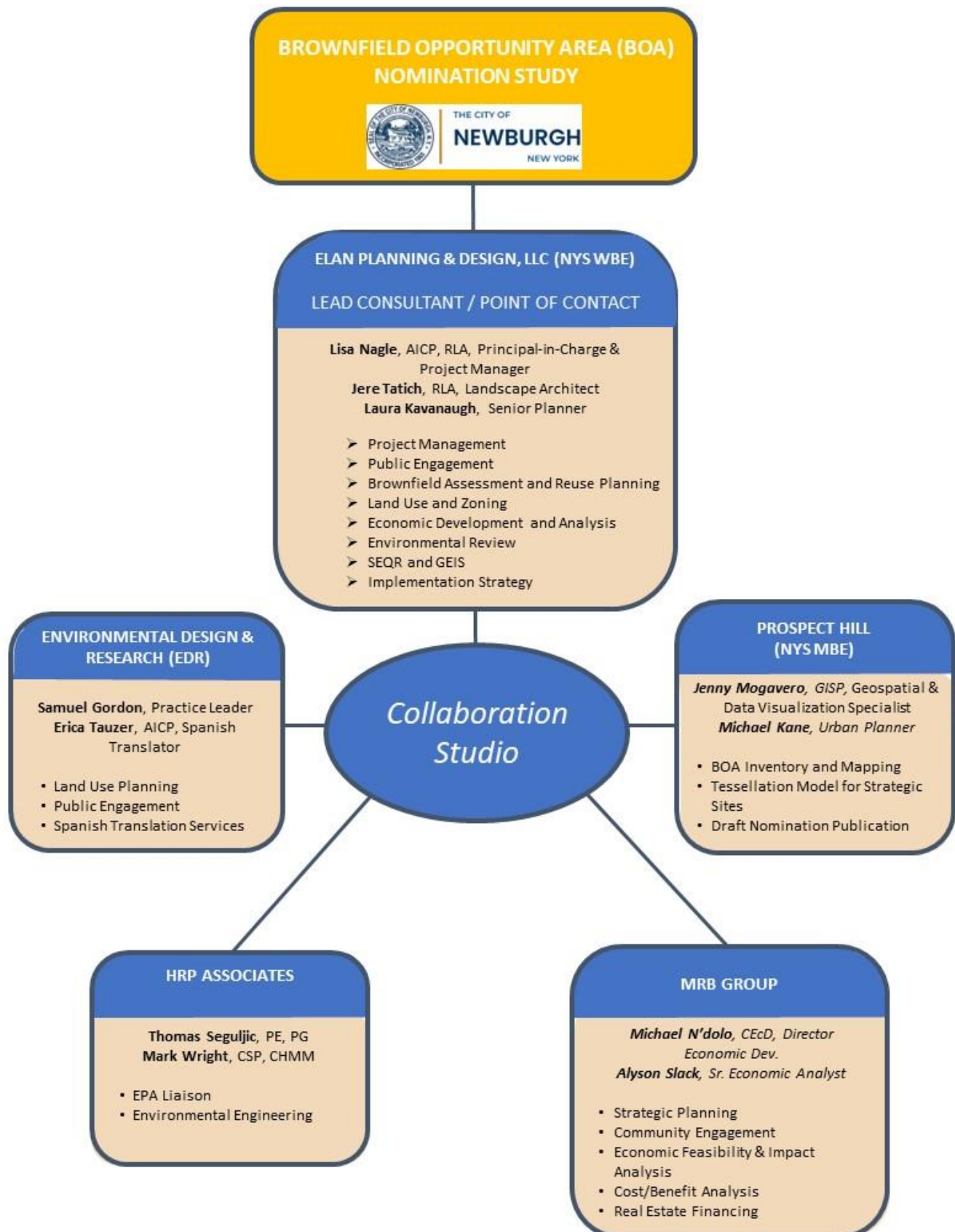
Erica Tauzer, AICP, Spanish Translator of **EDR**. Erica is a certified planner with more than 9 years of professional experience in land use and community planning. She has worked with communities across the state to plan for change, understand existing data, and develop solutions for local and regional needs and long-term goals. Erica will act as the team's liaison and coordinator to Newburgh's Hispanic community. As a Spanish speaker, Erica has a deep appreciation for the language and has worked on several projects both in the US and in Ecuador using Spanish in a professional capacity (e.g., coordinating onsite and virtual language interpretation services, facilitating focus groups in Spanish supplemented with the assistance of an interpreter, developing bilingual documents reviewed by professional translators). Erica typically oversees project-related community outreach meetings/events and the development of outreach materials; plans and facilitates project meetings; and guides the production of written and graphic materials for public distribution.



Jenny Mogavero, GISP of **Prospect Hill Consulting (M/WBE)** will serve as the GIS and Data Visualization specialist for this project. She offers 20 years of technical expertise and environmental data management experience with a focus on supporting local, state and federal projects. Jenny's technical fluency includes environmental impact and decision-support modeling, multi-criteria suitability analysis, land use analysis, and visualizing highly complex environmental data and patterns - with a focus on increasing insight, efficiencies, and transparency. She has applied her skills and experience to support many BOAs, LWRPs, community plans, and recently completed all the GIS analysis and mapping associated with the City of Albany's BOAs. As a small business enterprise, all of PHC's personnel are available to the City of Newburgh as part of the proposed project team; their diversity percentages are as follows: 33% are minority, and 67% are women.

TEAM ORGANIZATIONAL CHART

The organizational chart illustrates the roles of each team member and how we will interact with the city as the project progresses.





SUMMARY OF QUALIFICATIONS

Lisa Nagle, AICP, RLA, is known in the planning community for her dynamic and engaging presence. Throughout her career, Ms. Nagle has led and developed numerous projects in close partnership with community leaders, volunteer committees, the private sector, and the general public. She has practiced strategic planning, project visioning/goal setting, and economic development for over 30 years. Lisa's passion and knowledge is evident and, as such, she is a frequent presenter at both national and local conferences. She is also a knowledgeable author with published articles in several planning publications. Ms. Nagle has proven experience in the areas of consensus-building, community revitalization, project strategy, grant writing, and utilizing geographic information systems (GIS) to assist clients in decision-making with regard to community planning, site development, and resource management.

RELEVANT EXPERIENCE

- Brownfield Opportunity Area Plans for North Warehouse and South Waterfront Districts, and a Local Waterfront Revitalization Program, City of Albany, NY
- Harbor Point Redevelopment Plan (Design, Public Outreach, and Environmental Review), City of Utica, NY
- Brownfield Opportunity Area (BOA) Nomination Study, City of Gloversville, NY
- Step 2 Brownfield Opportunity Area (BOA) Waterfront Heritage Area Nomination Study, Amsterdam, NY
- Mid-City EPA Area-Wide Planning Project, City of Council Bluffs, Iowa
- Mid-City Area-Wide Planning Project (380 acres), Pittsburg, KS
- Bucksport Mill/AIM Development Area-Wide Planning, Bucksport, ME
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (240 acres) and Comprehensive Plan, City of Binghamton, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (590 acres), City of South Troy, NY
- Step 2 and 3 Brownfield Opportunity Area Nomination Study Federally Designated Superfund Site, Town and Village of Fort Edward, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (550 acres), Lyons Falls, NY
- Step 2 Brownfield Opportunity Area Nomination Study, Catskill, NY
- Pre-Nomination Brownfield Opportunity Area (BOA) Study (90 acres), Village of Owego, NY
- Site Inventory Evaluation & Prioritization Initiative, The Agency, Broome County, NY
- Mohawk Valley Health Systems (MVHS) New Hospital Siting and Capacity Analysis City of Utica, NY
- Coastal Lakeshore Economy and Resiliency (CLEAR) Planning for Orleans, Niagara and Wayne Counties, Lake Ontario, NY
- Cree Facility Construction Mohawk Valley Fab Redevelopment, Marcy, NY
- Brownfield Opportunity Area Study, Wappingers Falls, NY



EDUCATION

University of Akron, OH
M.S. Geography, 1989
Concentration in recreation and natural resource management

SUNY Geneseo
B.S. Geography, 1987
Concentration in urban planning

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners
- American Planning Association (APA)
- Upstate American Planning Association
- New York State Council on the Arts' Architecture Planning & Design Panel

AREAS OF EXPERIENCE

- Brownfield Redevelopment
- Downtown and Waterfront Revitalization
- Flood Mitigation and Waterfront Resiliency
- Community and Strategic Planning
- In-depth Site Analysis and Evaluation
- Community Engagement
- Zoning Ordinances & Design Guidelines

RECENT SPEAKING ENGAGEMENTS

- Massachusetts Association of Planning Directors, June 2019
- NY Rising Communities Reconstruction (NYRCR) Program – Regional Resiliency Summit. Presented Conceptual Plan for the Tioga Communities

SUMMARY OF QUALIFICATIONS

As a landscape architect and founding principal of Elan Planning & Design, LLC, Jere Tatich works in concert with the project sponsor to sculpt each project vision into its own reality.

Jere Tatich focuses on incorporating environmental stewardship into each of his designs as a foundation of creating a successful space. He is a site designer who is well-versed and experienced in all aspects of a project - from the initial site evaluation and program development through construction to the ribbon cutting. Jere brings design leadership, experience, energy, and innovation to every project Elan undertakes.

For over 35 years, Jere has worked with a diverse range of clients and project types. His expertise lies in campus and urban master planning, places of memorial and historical significance, sports and recreation facilities, downtown revitalization, waterfront enhancement, and project development strategy.

RELEVANT EXPERIENCE

- Brownfield Opportunity Area Plans for North Warehouse and South Waterfront Districts, and a Local Waterfront Revitalization Program, City of Albany, NY
- Harbor Point Redevelopment Plan (Design, Public Outreach, and Environmental Review), City of Utica, NY
- Mid-City EPA Area-Wide Brownfield Plan, City of Council Bluff, IA
- Bucksport Mill/AIM Development Area-Wide Planning, Bucksport, ME
- Mid-City Area-Wide Planning Project (380 acres), Pittsburg, KS
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (550 acres), Lyons Falls, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (590 acres), City of South Troy, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (240 acres) and Comprehensive Plan, City of Binghamton, NY
- Step 2 Nomination Study, Waterfront Heritage Area BOA, City of Amsterdam, NY
- Step 2 Nomination Study, NYS Brownfield Opportunity Area (BOA), Village of Wappingers Falls, NY
- Step 2 Nomination Study, Waterfront Heritage Area BOA, Fort Edward, NY
- Step 2 Brownfield Opportunity Area (BOA) Nomination Study (550 acres), Village of Lyons Falls, NY
- Step 2 Nomination Study BOA, Village of Catskill, NY
- Step 2 Nomination Study, North and East Side BOA, City of Amsterdam, NY
- Summit Reservoir Area Revitalization (BOA) (350 acres), Philmont, NY
- Mohawk Valley Health Systems (MVHS) New Hospital Siting and Capacity Analysis City of Utica, NY
- Oneonta Rail Yards Capacity Analysis and Redevelopment Plan, City of Oneonta, NY
- Site Inventory Evaluation & Prioritization Initiative, The Agency, Broome County, NY



EDUCATION

Cornell University
B.S. Landscape Architecture, 1982

SUNY Cobleskill
A.A.S. Horticulture, 1979

PROFESSIONAL AFFILIATIONS

- Registered Landscape Architect - NY, ME
- Saratoga Springs Preservation Foundation Board, Past President
- Council of Landscape Architecture Exam Committee Review
- American Society of Landscape Architects

AREAS OF EXPERIENCE

- Trails, Parks & Recreational Facility Planning & Design
- Comprehensive Master Planning (community, regional, educational, institutional, & commercial)
- Downtown/Urban & Waterfront Design
- Recreation & Sport Facility Design and Development
- Community & Strategic Planning
- Brownfield Redevelopment
- Streetscape and Transportation Corridor Plans
- Private and Non-Profit Commissions
- Project Site Selection, Design & Permitting
- Commemorative Site Design

SUMMARY OF QUALIFICATIONS

Laura Lourenco is an urban resilience expert with a background in urban geography and sustainable development. Her career has focused on supporting local communities to increase their sustainability and resilience through integrated planning and policy approaches that balance social, economic, and environmental needs. She is experienced in leading multi-stakeholder projects and discussions to facilitate informed, participatory planning and action in cooperation with local practitioners and decision-makers. Her skills include project management and coordination, strategic planning, and event organization and facilitation.

In previous roles with ICLEI – Local Governments for Sustainability and the UN Framework Convention on Climate Control, she has led global events such as the annual Resilient Cities Congress in Bonn, Germany, and contributed to the development of several tools, publications, and partnerships designed to enable best practices related to risk reduction, nature-based solutions, climate finance, social cohesion, researcher-practitioner collaboration, and multi-level governance.

RELEVANT EXPERIENCE

- Brownfield Opportunity Area Plans for North Warehouse and South Waterfront Districts, and a Local Waterfront Revitalization Program, City of Albany, NY
- Brownfield Opportunity Area (BOA) Nomination Study, City of Gloversville, NY
- Downtown Revitalization Initiative (DRI) Projects for the Cities of: Gloversville, Utica, Watertown and Glens Falls, NY
- Lake Ontario Resiliency & Economic Development Initiative (REDI), Tourism Economic Impact, Lake Ontario Shoreline Communities, NY
- Downtown Revitalization Initiative (DRI) Round IV, City of Utica, NY
- Downtown Revitalization Initiative (DRI) Round V, City of Gloversville, NY
- Downtown Revitalization Initiative, Comprehensive Plan, and Zoning Ordinance Update, City of Watertown, NY
- Downtown Revitalization Initiative (DRI) application, City of Cohoes, NY
- Downtown Revitalization Initiative (DRI) application, Village of Tupper Lake, NY
- Redevelopment Plan for 600 Main Street Westover (former BAE Facility AFP59) and GEIS, Broome County, NY
- Local Waterfront Revitalization Program, Town of Hector, NY
- Local Waterfront Revitalization Program, City of Gloversville, NY
- Local Waterfront Revitalization Program, Town of Hector, NY
- Local Waterfront Revitalization Program, Village of Northville, NY
- Local Waterfront Revitalization Program, Village of Coxsackie, NY
- Coastal Lakeshore Economy and Resiliency (CLEAR) Planning for Orleans, Niagara and Wayne Counties, Lake Ontario, NY
- Prepare a Strategic Plan for the Over-The-Horizon Backscatter Radar Site for the Passamaquoddy Tribe of Pleasant Point, Washington County, ME
- Resilient Cities Congress Series: Annual Global Forum on Urban Resilience and Adaptation, Bonn, Germany, *Project Manager 2014, 2015, 2016, 2017, 2018; Project Assistant: 2013*



EDUCATION

Trinity College, Dublin, Ireland
M.Sc. Environment and Development, 2012

Colgate University, Hamilton, NY
B.A. Geography, 2008

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)
- American Society of Adaptation Professionals

AREAS OF EXPERIENCE

- Downtown and Waterfront Revitalization
- Community and Strategic Planning
- In-depth Site Analysis and Evaluation
- Community Engagement
- Brownfield Redevelopment
- Flood Mitigation and Waterfront Resiliency

RECENT SPEAKING ENGAGEMENTS

- Organizer and Presenter, Resilient Cities Congress Series, Bonn, Germany
- Editor and co-author, Resilient Cities Reports, Bonn, Germany
- Organizer and Presenter, Adaptation in human settlements: key findings and way forward,” Bonn, Germany
- Presenter, “Financing sustainable and inclusive climate adaptation in cities,” Washington, D.C.



Michael N'dolo, CECd

Director of Economic Development

Strategic advisor, executive, and economic development practitioner. Michael is a nationally-recognized expert on economic development trends and programs, and has supported communities in over half of the states in the U.S., across a range of community typography, from diverse, multi-county regions to individual rural villages. With experience in private sector real estate development, Michael brings a unique insight to our client-communities—providing valuable, actionable advice on how best to diversify the local economy, and facilitating communitywide conversations on development.

Expertise

Education:

M.P.A., Maxwell School, Syracuse University

B.A. University of Minnesota, Morris

Professional Affiliations:

- Certified Economic Developer, International Economic Development Council
- New York State Economic Development Council

Regional Economic Development Strategies – Served as a key principal on regional economic development strategies in multiple states throughout the U.S. Leveraging his acute understanding of economic trends and the dynamics of economic development approaches, he supported strategies at the county and multi-county level in both rural/agriculturally-centered geographies and in fast growth urban areas.

Target Industry and Cluster Analysis – Engaged with client communities to conduct a range of studies on economic potential of, and associated competitive landscape for attraction, retention, and expansion of firms in specific segments of the regional economy. Developed and analyzed critical data supporting communities in

attraction, expansion, and retention activities for targeted industries, and provided clients with a roadmap toward economic development objectives.

Real Estate Development and Reuse – Supported public and private sector clients in development of feasibility and development/reuse planning analyses to address goals associated with economic productivity of specific, targeted real estate assets. Provided competitiveness analysis and recommended uses and prospects for prospective sites and evaluation of incentives offered.

Economic / Fiscal Impact Analysis – Evaluated specific projects and general sectors for impacts associated with attraction, expansion, and/or retention of key employers and other economic assets. Provided cost-benefit analysis for incentives and other programs.

*Key Projects**

New York State COVID-19 Response—Empire State Development

- Provided a data-driven policy analysis tool New York State used to evaluate potential state actions in response to COVID-19. Data was prepared on a regional and industry basis to measure employment by sector, relative economic importance (measured by jobs and contribution to GDP), worksite employment density and other relevant factors to policy decision makers.

- Subsequently engaged to formulate a “Reshoring Initiative” that utilizes New York State’s strong R&D assets in advanced materials to achieve reshoring and input diversification through materials substitution and other strategies. Applied to the Department of Defense and the US Economic Development Administration for funding of the Reshoring Initiative.

Market Analysis and Property Redevelopment Planning—Albany County Land Bank

- Helped the Land Bank create a first-in-kind innovative model for moving its portfolio of properties back into active use.
- Successfully used market analysis, redevelopment planning, and an RFEI to secure a developer for a batch of approximately 40 Land Bank holdings as well as other publicly-help properties.
- Created a replicable process for achieving the highest possible public value of blight removal in neighborhoods that have historically suffered from disinvestment.

Economic and Fiscal Impact Study—Amazon Distribution Center

- Analyzed the economic impacts of a \$300+ million, 3.5 million sf state-of-the-art distribution hub in the Town of Grand Island.
- Translated the fiscal impacts to the Town and School District down to the “typical homeowner” during and after the PILOT agreement.

Market, Economic and Fiscal Analysis—Buffalo Skyway Corridor Competition

- Helped craft a design concept with project leader SWBR that balanced pragmatism, vision and creativity for the overhaul of the “Buffalo Skyway”.
- Provided the market reality check and economic/fiscal impact analysis to inform the project design and submission.
- Won first place in the design competition against almost 100 other applicants.

Economic and Fiscal Impact Studies—Industrial Development Agencies

- Provided expert analysis of the economic and fiscal impacts of potential projects seeking incentive programs from IDAs for over a decade
- Created a standardized cost-benefit analysis model for use by the majority of IDAs across New York State

Comprehensive and Strategic Planning

- Supported development of an Organizational Strategic Plan for the New York State Economic Development Council; encouraging a pivot toward the organization’s embracing of integration of traditional and non-traditional economic development approaches
- Developed Comprehensive Economic Development Strategies (CEDS) for North Central Region of New Jersey, GO Virginia Region 8, the Central Texas Council of Governments and other regional organizations.

*Other Projects**

Strategic Planning

- **City of Dublin, OH** | Downtown development strategy
- **City of Glens Falls, NY** | South Street market study, cash flow analysis, & revitalization plan
- **Thomas Edison State College, NJ** | CEDS plan for North Central New Jersey

- **Monmouth County, NJ** | Comprehensive economic development strategy
- **New Hampshire Lakes Region** | Industry cluster and SWOT analysis
- **Rockland County, NY** | Industry cluster analysis
- **Greene County, NY** | Comprehensive economic development strategy
- **Village of New Albany, OH** | Economic development plan
- **Town of Bel Air, MD** | Downtown development plan
- **Three Rivers Development Corporation** | I-86 Innovation Corridor strategic plan
- **Town of Malta, NY** | Town-wide economic development strategy

Market Analysis & Financial Feasibility

- **Village of Lake George, NY** | Reuse study for the Lake George Forum
- **Lewis County, NY** | Glenfield Elementary School reuse study
- **Town of Galway, NY** | Senior housing study
- **City of Dunkirk, NY** | Reuse study of former NRG coal-fired power plant
- **Town of Strasburg, VA** | Business park feasibility analysis
- **City of Allentown, PA** | Business park feasibility analysis
- **City of Hoboken, NJ** | Various market analyses
- **City of Pawtucket, RI** | Site-specific market analysis
- **Town of Enfield, CT** | Downtown market analysis
- **City of North Tonawanda, NY** | Market analysis & financial feasibility study
- **City of Rome, NY** | Market analysis and financial feasibility assessment
- **Town of Suffield, CT** | Fiscal impact and real estate financial feasibility analysis
- **City of New Albany, OH** | Residential & commercial market analysis
- **City of Glens Falls, NY** | South Street market analysis and financial feasibility study
- **City of Mechanicville, NY** | Market analysis
- **City of Cohoes, NY** | Market analysis and financial feasibility study
- **City of Johnstown, NY** | Market analysis and financial feasibility study
- **City of Rochester, NY** | Market analysis and financial feasibility study
- **Town of Malone, NY** | Market analysis and financial feasibility study
- **City of Binghamton, NY** | Market analysis and financial feasibility study
- **City of Olean, NY** | Market analysis and financial feasibility study
- **City of Lockport, NY** | Market analysis and financial feasibility study
- **Town of Bel Air, MD** | Downtown market analysis and plan
- **Edgewood, MD** | Small area real estate market analysis and plan

**Certain projects listed were performed by Mr. N'dolo for a former employer.*



Alyson Slack
Senior Economic Analyst & Project Manager

Economic development thought leader, analyst, project manager, and grant writer. Alyson has served a wide range of constituents in both strategic and tactical economic development programming. As a statewide economic development executive, Alyson developed and implemented entrepreneurial support programming and innovation-driven economic growth initiatives. She has supported her projects and clients through application development and management of nearly \$50 million in successful grant applications. She is a sought-after publication contributor and keynote speaker.

Education:

MA, International
 Economic Relations, BA,
 International Studies;
 American University

Affiliations/Awards

- Member, New York State Economic Development Council
- Albany's 40 Under 40; Albany Business Review

Expertise

Strategic Economic Development Leadership – As a Vice President for New York State's economic development agency, Empire State Development, Alyson guided statewide investment strategies in the innovation economy; including optimization of resources for entrepreneurs and start-ups to ensure broad access to New York State economic development programs. She worked with peer agencies to develop publications and speaking opportunities to disseminate successful strategies.

Economic and Market Analysis – Serving a nationwide client base, Alyson provided strategic planning and data analysis support to a

wide range of local government constituencies. In this role, she managed projects from innovation corridors to rural community revitalization, and supported client communities with expertise in manufacturing competitiveness and New York State economic development policy.

Project Management – Alyson has worked directly with municipal officials and local economic development organizations to implement projects associated with strategy development, export and foreign investment promotion, infrastructure, workforce development, and state policy issues affecting local government.

Grant Acquisition and Management – In order to advance the economic development objectives of client communities and organizations, Alyson has developed nearly \$50 million in successful grant applications for both broad economic development strategy implementation and local government economic development projects and programming.

Key Projects

Supply Chain Study—Cayuga Economic Development Agency (NY)

- Conducted a deep-dive supply chain analysis of six strategic industry sectors, in order to uncover supply chain gaps that represent promising business attraction targets.
- Evaluated potential value-added economic activities related to the waste and byproduct streams of the county's existing businesses.
- Provided a supply chain localization toolkit for use by the client and local manufacturers.

Feasibility Study: Workforce & Business Development Center—Tri-County Technical College (SC)

- Studied the demand for various workforce training and entrepreneurial support activities in rural Pickens County, SC., including through a target market opportunities analysis and skills gap analysis.
- Facilitated discussions with stakeholders including other educational institutions, employers, state and local officials, and non-profit economic development and workforce development organizations.
- Developed a two-phased strategy for establishing the center, including recommendations for facility size, location, targeted end-users, and an indication of potential construction and operational costs.

Site Assessment—Mohawk Valley Economic Development District / Schoharie County (NY)

- Conducted an assessment and prioritization of viable commercial/industrial sites in rural Schoharie County, and developed a site improvement strategy for the client and its partners to advance them to shovel-ready status.
- Engaged stakeholders in education and discussion of developers' expectations for site readiness and potential models for public-private co-investment.
- Undertook a market review of industry growth projections and regional real estate dynamics to assist in profiling the types of sites in highest demand, and their sizing and infrastructure requirements.
- Completed a detailed matrix of 35 parcels under considerations, including developable acreage, utilities availability, distance to interstate, site control information, zoning, etc.

Economic Development Marketing in Rural South Carolina

- Assisted the Town of Hilton Head Island in promoting a strategic tract of municipally-owned land for an economic development project, ultimately providing a well-designed marketing deck for use by the Town in discussions with developers. Created a data-driven case for the site's advantages for a health care facility and other high-value end users, including key sociodemographic metrics, consumer demand indicators, labor market analytics, real estate data, and the potential site yield.
- Assisted the Town of Saluda in showcasing a key community development project (the "YMCA Project") to potential partners and funders, ultimately designing a flyer outlining the project fundamentals and the case for investment. Researched and articulated relevant socioeconomic indicators, rural health disparities, and lack of access to comparable facilities. Characterized the project's readiness, existing partnerships and investments, and the need for and value of the project.

New York State COVID-19 Response—Empire State Development

- Analyzed the impact of COVID-19 on the state's manufacturing sector and developed an initiative to address those disruptions by leveraging the state's technological and R&D assets to strengthen supply chains and increase future resilience.
- Pursued funding for the above initiative by preparing grant proposals to the U.S. Economic Development Administration and U.S. Department of Defense.
- Subsequently engaged to formulate broader reshoring/onshoring policy recommendations.

Market Analysis and Property Redevelopment Planning—Albany County Land Bank (NY)

- Helped the Land Bank create a first-in-kind innovative model for moving its portfolio of properties back into active use.

- Successfully used market analysis, redevelopment planning, and an RFEI to secure a developer for a batch of approximately 40 Land Bank holdings as well as other publicly-help properties.
- Created a replicable process for achieving the highest possible public value of blight removal in neighborhoods that have historically suffered from disinvestment.

Market Analysis and Housing Study—Livingston County (NY)

- Undertook a data-driven housing market analysis informed by the County's economic and demographic trends.
- Developed a market-tested strategic action plan to simulate housing growth and product diversification to meet the needs of the County's current and future residents and workforce, while addressing these rural communities' disproportionate concentration of older and monochromatic housing stock and the effect of rising prices in the nearby Rochester metro area.
- Undertook significant community engagement, interviewing municipal leaders across the County, code enforcement officers, residents, developers, and a wide range of agencies serving those with special housing needs.

Market Analysis and Feasibility Study—City of Dunkirk (NY)

- Conducted a market analysis and study of redevelopment alternatives for the site of a former coal-fired power plant, grounded in data on regional industry dynamics and real estate market trends.
- Studied and made recommendations for re-use scenarios including distribution and logistics facilities; data centers; biomass power generation; solar power generation; battery storage facilities; "clean slate" options; and feasible combinations thereof.

Grant Acquisition and Management—Various

- Authored \$1.2 million U.S. Economic Development Administration grant that is funding infrastructure investments in the Richfield Springs Eco-Industrial Business Park, via the County of Otsego Industrial Development Agency. Grant writing included conducting an economic impact analysis, working with prospective tenants in the area's emerging recycled glass manufacturing cluster, and collaborating with engineers to characterize environmental impacts.
- Sole author of a dozen successful Consolidated Funding Application grants from various New York State agencies on behalf of local government clients and regional economic development organizations; and contributing author to over a dozen more. Successful proposals have included those to the following programs: New York Main Street; Brownfield Opportunity Areas; Market NY; Community Development Block Grants; Empire State Development Grant Funds; Water Quality Improvement Projects; and Wastewater Infrastructure Engineering Planning Grants.
- Sole author of successful grant applications to federal agencies including the U.S. Department of Defense, U.S. Economic Development Administration, National Institute of Standards and Technology, U.S. Department of Education, and U.S. Department of Energy.



Education

- Master of Landscape Architecture, State University of New York College of Environmental Science & Forestry, Syracuse, NY, 2005
- Master of Professional Studies, Environmental and Community Land Use Planning, State University of New York College of Environmental Science & Forestry, Syracuse, NY, 2001
- Bachelor of Science, Environmental Policy and Management, State University of New York College of Environmental Science & Forestry, Syracuse, NY, 2001

Professional Affiliations

- American Institute of Certified Planners (AICP)
- American Planning Association, New York Upstate Chapter
- Zen Center of Syracuse Board President, 2011-present
- Leadership Greater Syracuse Graduate, 2002
- Focus Greater Syracuse, Board of Directors, 2021-present

Sam is a Planning Practice Leader for EDR. Sam is a Certified Planner and has over 20 years of experience in the planning and sustainability fields with a diverse background including neighborhood revitalization, greenway planning, sustainability planning, and mobility planning; and has worked in both the public and private sector; as well as internationally. Sam has managed and/or provided consulting expertise on a variety of projects from greenway planning, energy conservation and renewable energy deployment, to neighborhood revitalization and alternative mobility projects. Sam received a Fellowship in 2005 to work with the Center for Environmental Studies in Vitoria-Gasteiz, Spain, which was selected as the European Green Capital for 2012. As a Planning Practice Leader with EDR, Sam is the principal point of client and public interaction on many projects, responsible for staff resourcing and scheduling, financial management, and quality assurance for project deliverables. He is also frequently a lead producer of technical research and writing for planning reports and documents including comprehensive plans, feasibility studies, grant applications, compliance documents, and similar deliverables. Sam typically oversees project-related community outreach meetings/events and the development of outreach materials; plans and facilitates project meetings; and guides the production of written and graphic materials for public distribution.

Project Experience

NYS Department of State (NYSDOS) / City of Syracuse Brownfield Opportunity Area (BOA) Strategic Investment and Implementation Strategy Corridor Plans, NY - oversaw the development of targeted investment strategies for redevelopment sites that were identified within the South Salina and Erie Boulevard East Brownfield Opportunity Areas. Oversaw the development of cost-benefit analyses for specific strategic sites within each BOA along with concept plan studies and visualizations to illustrate potential development opportunities as a result of the City's ReZone effort. Concept studies were combined with detailed market profiles and branding materials for each BOA corridor.

Tech Barn Redevelopment Initiative, Marcy, NY – Managed the EDR team working with Mohawk Valley Edge (MV EDGE) on the formulation of an infill development strategy for a 20+ acre site adjacent to the Marcy Nanocenter and SUNY Polytechnic Campus in preparation for the solicitation of a development team.

NYDOS, Local Waterfront Revitalization Plan (in progress), Old Erie Canal corridor, Madison/Oneida/Onondaga Counties, NY- Managing the development of an intermunicipal LWRP along a 36-mile corridor surrounding the Old Erie Canal State Historic Park, including adjacent nodes. Primarily responsible for the overseeing the inventory and analysis of current conditions, identifying and developing community specific and corridor-wide revitalization strategies and identifying and developing implementation projects. Also assisting with coordination issues related to the intermunicipal adoption processes.

NYSDOS Coastal Lakeshore Economy and Resiliency (CLEAR) Initiative - Managing EDR team developing regional resiliency plans for Cayuga Oswego and Jefferson St. Lawrence Regions along the Lake Ontario and St. Lawrence River shorelines. CLEAR planning process includes community profile development, data analysis, community engagement, visioning, goal, strategy and project profile development for improving resiliency within the 35 local municipalities within the two regions' shoreline areas.

Comprehensive Plan Update, Town of Dryden, NY - Managing the development of a comprehensive plan update for town located along a connecting corridor between the small cities of Ithaca and Cortland. Overseeing the research of ongoing demographic, land use, and policy/regulatory changes in the town; as well as planning initiatives at the county level influencing local issues. Coordinating steering committee involvement and overseeing the development and implementation of public engagement strategies in association with the project.



Erica is a Project Manager at EDR and a certified planner with more than 9 years of professional experience in land use and community planning. She has worked with communities across the state to plan for change, understand existing data, and develop solutions for local and regional needs and long-term goals. In her time at EDR, Erica has worked on a variety of projects, including farmland protection plans, waterfront revitalization plans, comprehensive plans, resiliency plans, public outreach initiatives, environmental resource inventories, socioeconomic analyses, grant writing, and many more. She has worked with a wide range of communities – from counties and metropolitan areas to rural towns and villages— to suit the needs of her clients and their funding entities.

As a Project Manager with EDR, Erica is the principal point of client interaction on many projects, responsible for staff resourcing and scheduling, financial management for projects, and quality assurance for project deliverables. She is also frequently a lead producer of technical research and writing for planning reports and documents including comprehensive plans, land use and socioeconomic analyses, grant applications, and similar deliverables. Erica typically oversees project-related community outreach; coordinates project-related deliverables with clients and project team members; manages project budgets; and guides the production of written and graphic materials for public distribution.

Education

- Master of Science, Environmental Studies, State University of New York College of Environmental Science & Forestry, 2014
- Bachelor of Arts, Biology & Spanish, Albion College, 2010
- Advanced Studies, Universidad Autónoma de Yucatán, Department of Anthropology, 2009

Registrations/ Certifications

- American Institute of Certified Planners, American Planning Association
- Certification of Advanced Study in Conflict Resolution, Program for the Advancement of Research on Conflict and Collaboration, Syracuse University
- Community-Based Research Ethics, Northeast Ethics Education Partnership, Brown University

Professional Affiliations

- American Planning Association
- Board of Directors, New York State APA – CNY Section

Project Experience

ReZone Syracuse, City of Syracuse, NY- Supported City of Syracuse's effort to draft a substantial revision to the municipal zoning code through the NYS Brownfield Opportunity Areas program. Assisted in parcel and district mapping.

South Salina Street Brownfield Opportunity Area (BOA), City of Syracuse, NY – The purpose of this Implementation Strategy Report is to provide an in-depth analysis of three high priority investment sites, within the South Salina BOA, which could serve as catalysts for redevelopment. The analysis of each site includes Phase I site assessments to identify potential challenges due to concerns related to environmental contamination, and a market assessment based on current economic and market conditions of the BOA and greater Syracuse. EDR evaluated potential redevelopment opportunities for each strategic investment site utilizing the framework of the pending ReZone Syracuse zoning update and relevant local planning initiatives and capital projects that have been or are in the process of completion or implementation since the completion of the Nomination Study in 2012. Lastly, EDR gathered topographic survey information to support land use planning for strategic investment sites in order to further the potential for redevelopment. EDR staff worked closely with the Syracuse Onondaga County Planning Agency Division of City Planning and the City of Syracuse Department of Neighborhood and Business Development, EDR evaluated sites in the context of the pending zoning changes from the ReZone Syracuse project. ReZone Syracuse represents the first major rewrite of the City of Syracuse Zoning Ordinance since 1922, and the zoning of the neighborhood area that includes the South Salina BOA will receive significant changes. Project Manager

Town of Germantown Local Waterfront Revitalization Program (LWRP)- Managing the development of a municipal LWRP along the Hudson River and its tributaries within the Town of Germantown, NY. Primarily responsible for the overseeing the community outreach, developing community specific revitalization strategies, compiling the LWRP document, and assisting with the municipal adoption processes.



PRINCIPAL-IN-CHARGE

THOMAS S. SEGULJIC, PE, PG

Mr. Seguljic has over 35 years of experience as an environmental engineering and risk management consultant specializing in the areas of Brownfields, environmental site contamination, and environmental health and safety compliance. Mr. Seguljic's responsibilities include the operational general management, financial performance, business development and technical support to a project and management staff of engineers, scientists and geologists. Throughout his career, he has developed a strong working knowledge of EPA and NYSDEC Brownfield incentives and liability relief provisions. Mr. Seguljic's deep understanding of environmental regulation and design principles and strong working relationship with EPA and NYSDEC personnel that allows him to provide strategic sources that allow clients to navigate regulatory agencies. In addition, Mr. Seguljic assists communities in marketing brownfields and seeking cost recovery via insurance buyout and responsible party on a success fee basis.

EXPERIENCE

EPA Brownfield Programs and Grants

Mr. Seguljic partners with local governments and community organizations to solve challenging brownfields problems and within the past two years assisted the counties of Montgomery, Herkimer, Sullivan, Fulton, Oneida Counties, the city of Newburgh, and Gloversville to implement brownfield programs. After funding is received, Mr. Seguljic works with HRP staff and the communities to identify, investigate and develop remediation and redevelop plans.

Responsible Party Litigation

When no funding is available, Mr. Seguljic works with the community and a law firm to seek cost recovery on a success fee basis. Mr. Seguljic typically provides oversight and strategy for the cases.

Brownfield Marketing

Mr. Seguljic will assist brownfield communities to market sites to potential developers by overseeing the creation of brownfield site data sheets and contacting developers to introduce the sites. In addition, typically once several brownfield sites have identified and site remediation and development plans are created MR. Seguljic will assist the community the community in organizing a developer day to highlight the sites. Most recently, Mr. Seguljic was key in organizing the first Mohawk Valley Brownfields Developer Summit (to be completed April 12 and 13 2022), which was created by the coalition of the six Mohawk Valley counties (Herkimer, Oneida, Fulton, Montgomery, Schoharie, and Otsego). The Summit provided developers a dynamic in-person opportunity to learn, network with local leaders, state and federal officials including EPA, NYSDEC, Empire State Development and various experts (lawyers, environmental professionals). According to Stephen Smith Executive VP and CEO of the Mohawk Valley Economic Development District, the first of its kind Summit "will tie in the Mohawk Valley's economic leaders, the brownfield sites ready for restoration, and America's brownfield developers looking to acquire sites for future economic growth." Keynote speakers included Senate Majority Leader Charles Schumer, state leaders and EPA officials.

EDUCATION

- BS, Mechanical Engineering
Colorado State University, 1985
- BS, Meteorology, Lyndon State
College, 1982

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Professional Engineer: NY, CT,
NJ, PA, VA, W.VA, OH, CO, IL,
MI, MS
- New York State Professional
Geologist

PROFESSIONAL ORGANIZATIONS

- International Facility
Management Associations
- American Society of
Mechanical Engineers
- Air and Waste Management
Association
- Marcellus Shale Coalition
- PIOGA

TRAININGS

- OSHA 40-HR Hazardous
Waste Operations &
Emergency Response

PUBLICATIONS

- "Evolving Air Regulations
Are Causing Inconsistencies
Across the Marcellus Shale
Basin" Society of Petroleum
Engineers, Eastern Regional
Meeting, October 2015, by
Thomas S. Seguljic
- "Emission Regulations:
Subpart W Rules Present
Challenges" The American
Oil & Gas Reporter, May 2016,
by Thomas S. Seguljic, John P.
Martin, and Gary J. Stiegel Jr.
- Air Regulation Requirements
in the Marcellus and Utica
Shale Region: Management
Approaches and Case Study,
Environmental Quality
Management, 2017 Wiley
Periodicals, Inc. Fall 2016
Volume 26, Number 1

PROJECT MANAGER

MARK E. WRIGHT, CSP, CHMM

Mr. Wright has over 17 years of experience in environmental engineering consulting including assisting municipalities with developing brownfield programs. Mr. Wright has an extensive understanding of brownfield funding, site investigations, site remediation planning and community outreach. Due to Mr. Wright's experience, he has developed an understanding of the wide array of tools available to communities to develop brownfields including financial incentives, developer networks, liability release options, and cost recovery tools including insurance close-outs and litigation. In addition to Mr. Wright's brownfields understanding he has experience managing long term on-call contracts, as well as a wide network of contacts (financial, solar developers, lawyers, etc.) that can assist with brownfields. Mr. Wright has been a speaker at national meetings and has consulted with municipal, manufacturing, financial, and government clients throughout the United States. Mr. Wright is responsible for ensuring projects are properly resourced and completed on time and on budget.

EXPERIENCE

Brownfields Grants

Mr. Wright has assisted numerous local governments including Mohawk Valley EDGE, Newburgh, Herkimer County, Sullivan County, MV Landbank with preparation of Brownfield grant application.

Herkimer County EPA Brownfield Assessment Grant

Mr. Wright is assisting Herkimer County IDA with inventorying, assessment, investigation, and remediation design for selected Herkimer County sites under an EPA Brownfield Assessment grant. Mr. Wright advises the County IDA Director, as to Brownfield grant activities including site selection, interaction with the NYSDEC and EPA, and methods to address potential liabilities and available grants or tax incentives that can be utilized to remediate and redevelop sites. Currently the program is focused on the redevelopment of the former Duofold.

Gloversville EPA Brownfield Assessment Grant

Mr. Wright worked with EPA to obtain an EPA assessment grant for the city of Gloversville to establish a brownfield program within the city. Under the program the city identified 25 sites for Phase I Assessments. Of the selected sites, the City selected two for additional investigation and potential development. HRP is currently working the city to quantify the environmental issues, develop remediation costs and implement financial incentives and liability relief options to attract developers to the sites based on the city's vision. Throughout the process HRP has been completing outreach with city officials.

Cost Recovery Action, Duofold, Ilion, NY

Mr. Wright is assisting the Village in implementing a cost recovery for the former Duofold site. Through Mr. Wright's guidance, the Village retained a law firm on a success fee basis to identify potentially responsible parties who may have liability for contamination of the Duofold site. Mr. Wright oversaw site investigation, title review, identification of potentially responsible parties and cleanup cost estimates. The cleanup costs are currently in negotiations with the identified potential party.

Phase II and Phase III Investigations

Mr. Wright has acted as a Project Geologist for numerous Phase II and Phase III subsurface investigations in New York, New Jersey, and Connecticut to evaluate the potential impact of historical operations upon underlying soils, groundwater, and soil vapor. Project responsibilities included the installation of soil borings and monitoring wells using direct push and conventional drilling methodologies, soil and groundwater sampling, data interpretation and report preparation.

EDUCATION

- BS, Water Resources, SUNY Oneonta, 2003

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

- Certified Hazardous Materials Manager (#173260)
- NYSDEC, Erosion & Sediment Control Training for Stormwater, Certified Inspector
- Certified Safety Professional (#31227)

TRAININGS

- OSHA 10-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 8-Hour HAZWOPER Refreshers



EDUCATION

M.A., Geography, University at Buffalo

B.S., Environmental/Physical Geography, cum laude, University of Toronto

CERTIFICATIONS

Certified Geographic Information System Professional, GIS Certification Institute

Ms. Mogavero has 21 years of experience supporting urban planning projects and managing data-related requirements for government, commercial and nonprofit clients who rely on seasoned advisors to not only navigate, but anticipate changes in, the geospatial industry. She is especially adept at providing clients with creative, non-linear, community-driven solutions that use technology as a backbone to produce results that are reliable, increase efficiencies and ease the decision-making process. Her immersive hands-on-acquired knowledge with all aspects of GIS and related scientific and analytical data mining, preparation, and exploration; database design; broad-based modeling; and the interpolation and visualization of results allows her to provide stakeholders with a common database of truth to rely upon.

Relevant Experience

City of Albany Local Waterfront Revitalization Plan (LWRP) and Brownfield Nomination Study project.

Ms. Mogavero is leading the GIS scope elements for both the LWRP and BOA study projects. She designed a data discovery task to identify required data layers from federal, state, and local data sources. Data collection, formatting, and management efforts were led by Ms. Mogavero who compiled information about each layer into an easy-to-use metadata table. Users can quickly search/filter on specific themes – such as land use, environmental resources, transportation, hydrology features, resiliency data, zoning and others – and identify data source, currency, citation reference, use limitations and data description. Ms. Mogavero is using ESRI and R software to perform data exploration on all project data to identify hidden insights that are mapped, visualized, and shared with the client and stakeholders. She uses Adobe Creative Suite and ESRI desktop and Geospatial cloud technologies to prepare required LWRP and BOA map layouts that include rich summary statistics about existing conditions - to support the inventory and analysis efforts.

Town of Irondequoit, NY, Local Waterfront Revitalization Program (LWRP) Update Plan. Ms. Mogavero is providing Existing Conditions Analysis, and Geospatial and Data Visualization services to Town of Irondequoit and the Department of State in support of the LWRP plan. Working closely with the Town Planning Department, she has leveraged and assessed the available environmental, recreational, cultural, and planimetric datasets to develop a Watershed Resource Area (WRA) which defines the scope area. Additionally, she is supporting the inventory and analysis of existing and planned conditions by designing Python Scripts to efficiently mine the project database to produce data-driven impact tables and thematic maps (i.e., land use, zoning, open spaces and recreation resources, natural and cultural resource, and water-dependent uses), which present the constraints and opportunities for development – providing the project team with a framework for the overall LWRP.

City of Gloversville Brownfield Opportunity Area Nomination Study (BOA). Ms. Mogavero is providing Existing Conditions Analysis, and Geospatial and Data Visualization services to the City of Gloversville. Working closely with the project team and City Planning Department, she has leveraged and assessed the available environmental, recreational, cultural, and planimetric datasets to analyze and visualize characteristics of BOA study area. Additionally, she is supporting the inventory and analysis of existing and planned conditions by designing Python Scripts to efficiently mine the project database to produce data-driven impact tables and thematic maps (i.e., land use, zoning, open spaces and recreation resources, natural and cultural resource, and priority site assessments), which present the constraints and opportunities for development – providing the project team with a framework for the overall BOA study.

Genesee County Comprehensive Plan Update and Recreation Plan. Ms. Mogavero is PHC's technology lead for development of the Genesee County Comprehensive Plan Update and County Recreation Plan. She is working with the project steering committee comprised of community leaders and local government representatives to help develop an updated Comprehensive Planning process to strengthen the County's current efforts to shape and advance its vision of the future. She is responsible for development of all report data and mapping deliverables (using ESRI and Adobe Creative Cloud) as well as leading the development and implementation of the project's ArcGIS Hub website which functions as a tool for managing the project engagement process, a library of project information and data, and management of all project related events.

Michael Kane

Project Manager | Urban Planner



A people-focused urban planner, project manager, and land use planning specialist, Mr. Kane successfully helps organizations meet their project and program-level goals by developing trust with important stakeholders to ensure success.

EDUCATION

M.U.P., Urban Planning,
University at Buffalo

B.A., Urban and Public Policy
Studies, cum laude,
University at Buffalo

Project manager and Urban Planning specialist offering 28 years' technical experience with a focus on community and environmental planning projects. His technical background includes managing and taking active roles in community, socioeconomic and land use evaluations, and public participation activities in support of environmental and planning studies for City and County governments, energy and infrastructure projects, brownfields/industrial redevelopment projects, work at military installations, waterfront facilities, and urban and residential development projects.

Relevant Experience

Brownfields Opportunity Area, Phase II Nomination Study, City of Gloversville County, NY. Working with our prime partner Mr. Kane is assisting with preparation of the City of Gloversville's BOA Phase II Nomination study highlighting brownfields opportunities for the City. Mr. Kane is working to develop key sections of the inventory and analysis portion of the study area to identify and tee up strategic brownfield opportunities that fit with Gloversville's land use, zoning and overall development patterns.

Brownfields Opportunity Area Phase II Nomination and Local Waterfront Revitalization Plan Update, City of Albany, NY. Working with our prime partner Mr. Kane is assisting in the preparation of the City of Albany's BOA Phase II Nomination document and updating their LWRP. Mr. Kane is working to develop the inventory and analysis Sections of these studies to bring forward key environmental, planning and strategic brownfield data as well as viable brownfield projects to help Albany redevelop its world class waterfront.

Brownfields Marketing Plan, Chautauqua County, NY. For Chautauqua County Planning Department and the County Industrial Development Agency Mr. Kane developed a framework to assess and market Chautauqua County's key brownfield and related sites (e.g., brownfields, greenfields, and other developable commercial sites), as an element of the

County's overall economic development plan. The project included development of a focused and stakeholder driven marketing strategy for Chautauqua County brownfield sites. The project also included a comprehensive inventory of developable sites, support for preparation of USEPA brownfields grant applications, and development of a strategy to promote Chautauqua's inventory of shovel ready sites for development.

Local Waterfront Revitalization Plan, Town of Irondequoit, NY. For the Town of Irondequoit, prepared LWRP Section II Inventory and Analysis. Gathered, organized and presented information from over 12 separate datasets to characterize, analyze and present opportunities and constraints for the proposed Irondequoit Waterfront Revitalization Area. Worked with current NYSDOS guidance to prepare a concise technical section that was graphical, public friendly and which also integrated the latest information into the analysis on local and regional coastal resiliency efforts.

Comprehensive Plan Update and Recreational Plan for Genesee County, NY. Mr. Kane is working closely with Genesee County Planning Department and its steering committee comprised of community leaders and local government representatives to evaluate the existing planning process framework and tailor the community engagement strategy to meet long-term county comprehensive plan update objectives. Mr. Kane is actively engaging with the new voices to dovetail fresh ideas, data and feedback into the updated Comprehensive Plan to ultimately strengthen the County's current efforts to shape and advance its vision of the future. In addition, Mr. Kane is also managing development of County's new Recreation Plan.

c. **Diversity characteristics of the individuals and/or firms that will participate in the Boa Nomination Study.**

Our contains two WBEs (Elan and EDR) and one W/MBE (Prospect Hill.) As such we bring a wide range of diversity and experience to this project.

Elan Planning & Design. Elan is the lead firm and is 100% women owned and each person within the firm has worked extensively in the NYS BOA Program. Elan also works in Environmental Justice Communities including the South End of Albany where we completed a South End Strategic Plan, and LWRP and a BOA Nomination Study. For each project we have continually sought input from the residents of this formally red-lined neighborhood to shape the vision and projects included in each plan.

For this project Laura Lourenco from Elan will be the Project Manager. As Elan's Senior Planner she is an urban resilience expert with a background in urban geography, human security, and sustainable development. Her career has focused on supporting local communities to increase their sustainability and resilience through integrated planning and policy approaches that balance social, economic, and environmental needs. She is experienced in leading multi-stakeholder projects and discussions to facilitate informed, participatory planning and action in cooperation with local practitioners and decision-makers.

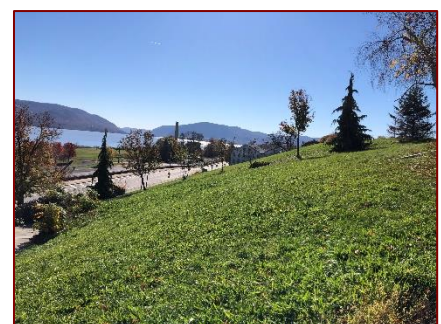
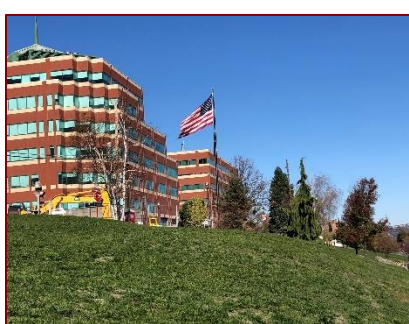
EDR. Erica Tauzer from EDR will be the Team's liaison to Newburgh's Hispanic community. As a Spanish speaker, Erica has a deep appreciation for the language and has worked on several projects both in the US and in Ecuador using Spanish in a professional capacity (e.g., coordinating onsite and virtual language interpretation services, facilitating focus groups in Spanish supplemented with the assistance of an interpreter, developing bilingual documents reviewed by professional translators).

Prospect Hill. Prospect Hill Consulting is based in Buffalo, NY that started in 2017. They are a certified City of Buffalo, Erie County and New York State Minority & Women-Owned Business Enterprise (MWBE) that offers data-first environmental planning and geospatial services to local, state, federal and commercial clients.

All of Prospect Hill's personnel are available to the City of Newburgh as part of the proposed project team – and their diversity percentages are as follows: 33% minority; 67% women.

Additionally, as a certified pending B Corp company that meets the highest standards of social and environmental performance while balancing profit and purpose, they are determined to redefine success in business to build a more inclusive and sustainable economy. As a B Corp they are:

- Operating as a certified Small Business Administration (SBA) Historically Underutilized Business Zone (HUBZone) firm and they are committed to maintaining our principal office (in the predominantly Hispanic and immigrant neighborhoods of the west side of Buffalo) and ensuring that at least 35 percent of our employees live in a HUBZone; and
- PHC has partnered with Daemen College and WNY Environmental Alliance to host an after-school science club for children at the diverse West Side Community Center – sponsoring pathways to encourage more women and minorities to enter STEM fields.



2. CONSULTANT EXPERIENCE

- a. **Demonstrate experience with municipal planning and brownfield redevelopment, specifically with respect to NYS BOA programs.**

For this project we have assembled a multidisciplinary team to address the wide array of expertise these complex BOA projects are often in need of. Our team combines in-depth knowledge of the BOA program and a track record of successful brownfield redevelopment projects with national experience and on-the ground local knowledge of the City. As a team we have completed *well over 35 brownfield pre-nomination and nomination studies*, and a number of downtown and waterfront revitalization plans, comprehensive plans, and economic market analyses for similarly sized communities all across NYS. Our team is intimately familiar with the standard NYSDOS work program and the required deliverables. We will ensure every task is completed according to NYS requirements in order to achieve full BOA Nomination so that the City can continue to obtain grant dollars and redevelopment can incorporate Brownfield Tax Credits. We will further ensure that the BOA program and recently awarded EPA Assessment Grant to Safe Harbors work in tandem to achieve success. Elan, HRP and MRB are currently working in this fashion for the City of Gloversville. While redeveloping brownfield sites is inherently complex, our team brings a well-rounded approach with a wide variety of services including market and real estate analysis, developer outreach, redevelopment planning, priority site identification, concept master planning, financial incentives, and developer RFPs.

NYS BOA COMMUNITIES SERVED:

- | | |
|---|---|
| 1. City of Amsterdam: Step 2 BOA Nomination Study (Waterfront Heritage Area) | 15. City of Johnston: Step 2 BOA Nomination Study |
| 2. City of Auburn: Step 2 BOA Nomination Study (SPARKS) | 16. City of Lockport: Step 2 BOA Nomination Study |
| 3. City of Batavia: Step 2 BOA Nomination Study | 17. City of Mechanicville: Step 2 BOA Nomination Study |
| 4. City of Binghamton: Step 2 BOA Nomination Study (Brandywine Corridor) | 18. City of North Tonawanda: Step 2 BOA Nomination Study |
| 5. City of Binghamton: Step 2 BOA Nomination Study (First Ward) | 19. City of North Tonawanda: Step 3 BOA Implementation Study |
| 6. City of Binghamton: Step 2 BOA Nomination Study (EJ Industrial Spine) | 20. City of Rochester: Step 2 BOA Nomination Study (Vacuum Oil) |
| 7. City of Rochester: Step 2 BOA Nomination Study (LYLAKS) | 21. City of Rochester: Step 3 BOA Implementation Study |
| 8. City of Rome: Step 2 BOA Nomination Study (Downtown) | 22. Town of Malone: Step 2 BOA Nomination Study |
| 9. City of Rome: Step 3 BOA Implementation Study (Downtown) | 23. Town of Owego: Step 2 BOA Nomination Study |
| 10. City of Rome: Step 2 BOA Nomination Study (Erie Boulevard) | 24. Village of Catskill: Step 2 BOA Nomination Study |
| 11. City of Troy: Step 2 BOA Nomination Study | 25. Village of Lyons Falls: Step 2 BOA Nomination Study |
| 12. Town of Fort Edward: Step 2 BOA Nomination Study | 26. Village of Lyons Falls: Step 3 Implementation Study |
| 13. Town of Fort Edward: Step 3 BOA Implementation of Designated Superfund Site | 27. Village of Philmont: Step 2 BOA Nomination Study |
| 14. City of Cohoes: Step 2 BOA Nomination Study | 28. Village of Wappingers Falls: Step 2 BOA Nomination Study |
| | 29. Niagara Waterfront Opportunity Area Pre-Nomination & Nomination Plans |
| | 30. Tonawanda Opportunity Area Pre-Nomination Plans |

b. **Detailed history of all relevant projects completed in the last five years with emphasis on similar scope to**

Utica DRI • Elan led a team to complete the Utica DRI Strategic Investment Plan. The focus was to enhance downtown including a wide variety of public spaces and connect them to the adjacent neighborhoods. • Elan led the public engagement including coordinating with a large number of immigrants speaking over 34 languages.	Downtown Revitalization Initiative (DRI) City of Gloversville, NY (www.cityofgloversville.dri.com) • Elan led a team to complete the Gloversville DRI Strategic Investment Plan. In addition to spurring private development, the focus was connecting downtown to Gloversville Waterfront and the FJ& G Rail Trail and designing new public places for Gloversville's underserved communities.
Watertown DRI • Elan led a team to complete the Watertown DRI Strategic Investment Plan. The focus was to enhance downtown the consideration of closing downtown streets to create a more human scale environment with public amenities.	Wappingers Falls BOA and Zoning Update • Elan completed a BOA and subsequent zoning ordinance updates for the Village of Wappingers Falls. The BOAs primary focus areas included the former Bleacher site and various strategic sites located downtown along Wappingers Creek.
City of Albany South End Strategic Plan • Elan worked with the City of Albany Planning Office to update the 2007 Strategic Plan. As part of the update, extensive public engagement was held including focus group meetings and one-on-one stakeholder interviews.	Town of Bucksport EPA Area-Wide Assessment • Elan led a team to complete the Area-Wide Assessment Plan that is modeled after the NYS BOA program. • The focus of the plan was the reuse of a shuttered paper plan to address the loss of over 200 jobs in a community of only 2,000 people. • A new aquaculture facility is now being constructed providing new jobs.
Oneonta Rail Yards Redevelopment Plan • Elan worked with MRB Group to provide a redevelopment plan for the former rail yards in Oneonta NY. The plan considered natural resource and environmental constraints and integrated a public trail system to connect back to the community.	SUNY New Paltz various design projects • Elan is working with SUNY New Paltz on various design project one of which is a contemplative space that celebrates 3 culturally diverse groups of people on the New Paltz community; the Munsee Native Americans, the Huguenots, and African Americans.
Former BAE Redevelopment Feasibility Study, Broome County NY • Elan completed a reuse study of the former BAE facility that was relocated due to extensive flooding in 2006 and 2011. • Various market feasibility options were identified and three master plans were created that were used in a Request for Expressions of Interest for private development.	Hyde Park Town Center Master Plan, Hyde Park, NY • Elan participated on a team that considered future uses for underutilized areas within the center of Hyde Park. Using input from the public and market feasibility study, Elan created a master redevelopment plan.

c. **References:**

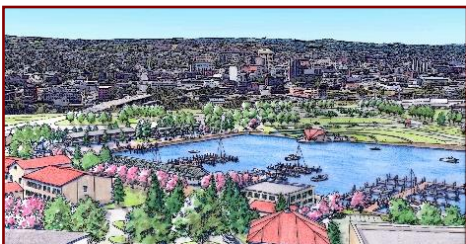
1. Poulomi Sen, Senior Planning Project Manager
City of Albany, Department of Planning and Development
Contact: (518) 694-3986 | psen@albanyny.gov
2. Mayor Vincent DeSantis
City of Gloversville
Contact: P: (518-773-4551) | E: vdesantis@cityofgloversville.com
3. Mr. Brian Thomas, Commissioner
Department of Urban & Economic Development
City of Utica
P: (315) 792-0181 | E: bthomas@cityofutica.com

d. **A sample list of projects that are currently underway that are of relevant size and scope.**

1. **North and South BOA Nomination Studies, City of Albany, NY** (www.albanynywaves.com) – Elan, MRB, Prospect Hill are working with the City of Albany Planning and Development Department to develop a Local Waterfront Revitalization Program and two Brownfield Opportunity Area (BOA) Nomination Studies for the City's 4.6 miles of waterfront land. One of the focal points of this effort is to integrate resiliency thinking in terms of climate change and sea level rise into the master redevelopment plans to integrate existing features of the natural environment, protect the built environment, and to provide improvements that improve the livability for the city especially the adjacent historically disadvantaged neighborhoods. A series of strategic sites were identified that will catalyze redevelopment of the BOA areas and redevelopment framework plans were prepared to illustrate a wide variety of improvements that will reshape these areas for years to come.

2. **Brownfield Opportunity Area Nomination Study, Gloversville, NY** (www.cityofgloversvilleboa.com) - City of Gloversville BOA, NY - Elan is working with the City of Gloversville to complete a Brownfield Opportunity Areas (BOA) Nomination Study for an approximate 197 acre area. The BOA focuses on priority properties that will serve as catalysts for downtown and waterfront redevelopment. Given the number of former glove manufacturing sites there are numerous areas that are considered brownfields. Working with the Steering Committee and community a matrix was developed to select the top 8 sites that, should they be redeveloped, would catalyze the redevelopment of the entire BOA area. Detailed redevelopment plans were prepared for these top selected sites and are already generating private development interests. Elan, HRP and MRB are also working together to integrate the USEPA Assessment grant to bring real-time environmental information to the redevelopment plans.

3. **Harbor Redevelopment Plan, City of Utica, NY** (www.uticaharborpoint.org) – Elan is providing consulting services to the City of Utica related to the environmental, permitting, and infrastructure needs of future mixed-use development at the Utica Harbor. The Harbor Point Redevelopment Plan incorporates stakeholder



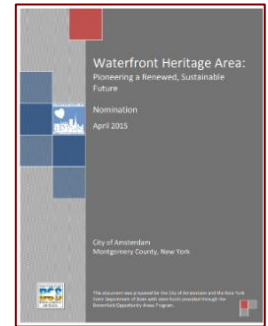
and public input, review of existing conditions, and results from engineering and market/real estate analyses. The plan outlines a framework of guidelines and areas for new private-sector construction; identifies areas for public activities and recreation spaces; enhances connections to Bagg's Square and downtown Utica; and improves access to the Mohawk River, Barge Canal and the Utica

Marsh. The aim is to promote innovation in waterfront and urban planning in the Mohawk Valley while reflecting present day concerns for a built environment that is socially and environmentally responsible while improving standards for living, working, and recreation within Utica.

e. **Work samples from similar projects.**

Waterfront Heritage Area Nomination Study, City of Amsterdam, NY (Nominated by NYS)

Elan worked with the City of Amsterdam to prepare a Nomination Study for the Waterfront Heritage Area in the City of Amsterdam under New York State's Brownfield Opportunity Area program. The study focused on land use planning, market and economic analysis, and a description of brownfield sites within the study area. By leading a team of multi-disciplinary experts including community planners, landscape architects, economists and environmental engineers, Elan prepared an actionable plan that resulted in bringing abandoned and idle properties back on the community tax rolls.



COST: \$150,000 DATES: 2016 - 2017

Website: <https://docs.dos.ny.gov/opd/boa/AmsterdamWaterfrontBOA.pdf>

Summit Reservoir Area Revitalization Plan, Philmont, NY

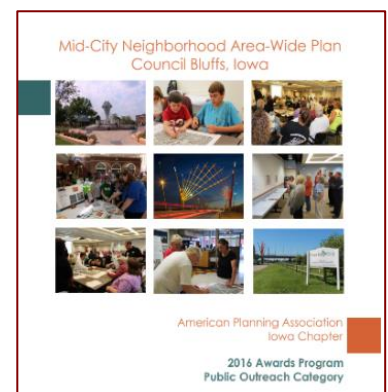
located in the fertile lands of the famed Hudson Valley, Elan developed a strategic plan that integrates the regional agricultural economy into the village core. Elan worked with the Village to build a strategy that promotes and supports connections between nearby agricultural producers and food-related businesses. A function of this program will also include an educational component about the importance local farms to the Village's economy and the consumption of local and regional food products. The strategy strongly supported the development of a direct-market food site, with a small-batch kitchen, co-op and café, retail displays, farmers' market, farm and business planning, and a community cooking/nutrition education program for children and families. COST: \$150,000 DATES: 2014 - 2015



Website: <https://philmont.org/designation/>

Mid-City EPA Area-Wide Planning Project – City of Council Bluffs, Iowa

- Elan worked with the City of Council Bluffs to identify underused, potentially contaminated properties within the Mid-City Neighborhood. The goal of this project was to create a Brownfields Area-Wide Plan (the federal program that was modeled after the NYSBOA program) that will identify neighborhood wide redevelopment strategies to return blighted properties to productive use and restore environmental quality. Remediated sites may potentially be used for housing, open space, community gardens, or businesses that will create new job opportunities for community residents. The Plan was built upon APA award winning robust community involvement. This involved a series of interactive workshops helping to inform future land use strategies and a series of short, mid and long-term action items. The goal of this plan was to create a common strategy to move the overall redevelopment effort of the area forward and facilitate redevelopment activities in a manner that

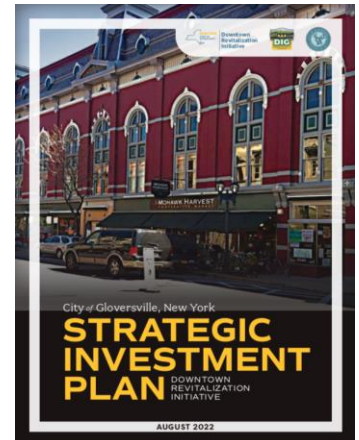


contributes to more sustainable and stable neighborhoods. ***The City was awarded a 2016 APA-Iowa Award in the “Public Outreach” category for the Mid-City Area-Wide Plan.***

COST: \$300,000 DATES: 2015 – 2016

Website: <https://www.sioux-city.org/home/showdocument?id=3852>

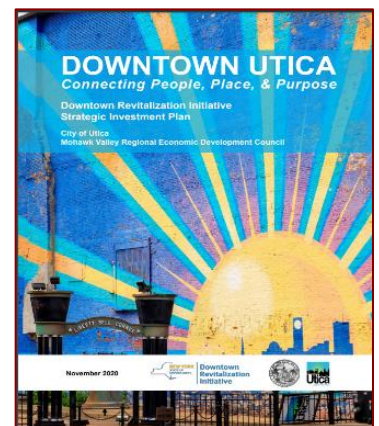
Downtown Revitalization Initiative, City of Gloversville, NY - Elan is assisting the City of Gloversville to prepare a Strategic Investment Plan. Gloversville has made a commitment to placemaking and reinvestment in its Downtown. Gloversville has prepared this Strategic Investment Plan by evaluating assets; cataloging past efforts; identifying partners and stakeholders; setting a vision, goals, and strategies; engaging community members; and recommending transformative projects. The DRI represents the crown jewel of smart growth programs in NYS. Its emphasis on the “Four E’s” of Smart Growth—namely, Economy, Equity, Environment and Energy— ensures that multiple policy goals and priorities are achieved under one integrative umbrella. Downtown Gloversville possesses all the qualities of a successful city center.



COST: \$300,000 DATES: 2021 - 2022

Website: www.cityofgloversville.dri.com

Downtown Revitalization Initiative, City of Utica, NY Elan assisted the City of Utica prepare a Strategic Investment Plan to implement \$10M in funding awarded under NYS Governor Andrew Cuomo’s Downtown Revitalization Initiative. Centered on Genesee Street, the City’s ‘Main Street’, the vision is to create a downtown that connects people, place and purpose. The projects identified capitalize on the City’s historic architecture, walkable environment, and an ethnically diverse population. Intense public engagement and interaction with the private sector helped create a plan with a diversity of projects that meet the goals of the DRI program. This DRI also integrated the wishes and desires of Utica’s large and diverse immigrant population. Public meetings were held at the Refugee Center where translators for up to five languages at one time were present.



COST: \$300,000 DATES: 2010 – 2021

Website: www.ny.gov/downtown-revitalization-initiative/mohawk-valley-utica

3. PROPOSED PROJECT PLAN – SCOPE OF WORK

A. Project Understanding

“Destroying the unique character of the neighborhood” for a parking lot or a supermarket would “ultimately cost the city money, not to mention the impoverishment to the spiritual and intellectual life of the community.”

--- George Tatum, president of The Society of Architectural Historians, in a letter to Newburgh’s urban renewal director in 1967

Even though these words were written in 1967 they ring true today. The impact of urban renewal in this section of the city has had long-term impacts that the city has been trying to address in recent decades. This BOA Nomination study represents a unique opportunity to build on those studies to restore the Hillside and adjacent neighborhoods to a productive, mixed-use, commercial neighborhood that bridges Newburgh’s Waterfront and Downtown areas.

After decades of decline that gutted the City’s core, a new generation committed to equitable, inclusive development is working to revitalize Newburgh’s urban center. Progress is hindered, however, by the very real impact of urban renewal. A 21-acre scar of abandoned brownfield land (part of the Hillside), now owned by the City, separates Newburgh’s waterfront from its historic downtown and neighborhoods. Investment in the surrounding area has lagged behind, and the needs of this young, diverse, low-income, renter community in an Opportunity Zone have been historically neglected.

The BOA Nomination Study will build on over ten years of planning and public engagement efforts to revitalize Newburgh’s waterfront gateway neighborhoods and re-engage residents and stakeholders to build a common vision and understanding of the redevelopment and job creation opportunities for the Hillside neighborhood and the adjacent Strategic Redevelopment Priority Areas (i.e., Broadway and Downtown Corridors) as identified by the Strategic Economic Development Advisory Committee.

As outlined by the SEDAC and previous planning reports, this area in the city represents a tremendous opportunity to catalyze redevelopment. Newburgh is an urban center and administrative hub for Orange County and the Mid-Hudson Region. The city hosts many governments, academic, recreational, cultural, and commercial centers including County facilities, a SUNY Orange Campus, St. Luke’s/Montefiore Hospital, Mt St Mary’s College, and a consolidated regional school district. In addition, there are numerous historical sites and an exciting waterfront scene with connections to Beacon which is exploding with new population growth. The BOA Nomination Study will seek to build on all of these opportunities to stitch together the city that was divided by urban renewal.

To be successful, however, the people who were most affected by urban renewal have to be engaged in a meaningful way. The BOA Nomination Study will provide the opportunity to establish a robust process that will allow input from a broad spectrum of Newburgh’s diverse residents. Whether it is decedents of those impacted by urban renewal, the Hispanic community, other ‘users’ of this area such as students at SUNY Orange or visitors to the public library, or other key stakeholders such as Safe Harbors of the Hudson, the engagement will be customized to maximize input. Rather than holding traditional public engagement events, the intent is to go to where the people are to solicit input at such places as the Newburg Library, Varick Homes, Bourne and Kenny, and



other locations where people tend to gather. Combined with a wide variety of other means of input that is accessible to people of all ages, abilities, and ethnicities, this is a tremendous opportunity shape the future of 'The Hillside' while being sensitive to those who were affected by urban renewal.

The recently approved bidder to build low-income housing in a portion of this area and the 'right to return' provision is a big step in the right direction. However, because it is a rental model, the project does not necessarily begin to build wealth that was lost due to urban renewal. Once the vision is defined, the BOA Nomination Study will provide the opportunity to examine community ownership models as a mechanism for achieving resident-led community resilience and revitalization. Tools and models will be examined to evaluate their relevancy to Newburgh including Community Land Trusts, REITs with residents as shareholders, Cooperatives, Community-owned stores, or Community Investment Trusts, etc. Other tools to complement these models that will be examined include Community Benefit Agreements, Local Development Corporation(s), or working with existing entities such as Safe Harbors of the Hudson and the Newburgh Land Bank. The intent is to consider redevelopment of The Hillside with the goal of preserving affordability, building wealth, and harnessing control of assets and neighborhood change to support economic security, racial equity and access to opportunity for all.

As people look to live, work and play they are settling in cities, towns and villages all along the Hudson River given its natural beauty and affordability in comparison to the NYC Metro area. People are also seeking a human-scaled environment complete with historic buildings, complete streets, education, and recreational opportunities. This is a tremendous opportunity for the City of Newburgh to advance revitalization while at the same time being sensitive to the past.



B. BOA Scope of Work

Having completed over 35 BOAs, including the first Nomination Study in the State in 2008, and having worked with NYSDOS for 25+ years, our team is intimately familiar with the standard NYSDOS BOA work program and the required deliverables. We will ensure every task is completed according to NYS requirements in order to achieve full BOA Nomination so that the City can continue to obtain grant dollars and development can incorporate a boost in Brownfield Tax Credits.

We concur with and will ensure that each task as outlined in the BOA work program will be completed in accordance with NYSDOS standards and expectations including providing all products as defined therein. As we are obligated to complete the tasks as outlined in the work program, we will not reiterate them within this RFP response. Rather we are highlighting a few key aspects specific to public engagement, market analysis, and implementation ideas to illustrate how we will help complete the Nomination Study so is strategic and meets the needs of the City. Section 4 (project costs) outlines each task of the BOA work program which serves to further illustrate our knowledge of all of the required BOA tasks.

Following are scope highlights related to specific tasks:

Robust and Meaningful Public Engagement (To address NYS BOA Tasks 2.1, 3.1.C, 3.2.A., 5.1)

Public engagement during the development of the BOA Nomination Study is a means to deliver on the City's core values of Justice, Equity, Diversity, and Inclusion. As stated in the RFP, community engagement should both inform the public about the project and allow "the public and stakeholders to participate in forming the plan, thus ensuring community support, and understanding." Several best practices are outlined in the RFP, included early and consistent outreach that is guided by the local community and utilizes a variety of formats, channels, languages, and communication techniques to equitably engage a broad cross-section of stakeholders. The Elan team is practiced in facilitating this type of public participation, and always looking for creative ways to ensure community ownership of a project and its outcomes.

Below is a brief highlight of techniques our team will use to engage the public. In all cases, our goal is to meet the community where they are, both literally and figuratively. We will look for opportunities to engage the public in discussions on the BOA project at existing community meetings and events to ensure all voices are heard. This could entail presenting at standing community meetings, tabling at popular local events, and advertising on well-trafficked sites. We will design targeted outreach for those impacted by urban renewal, and for under-represented or marginalized stakeholder groups which might include Black and Hispanic residents, female-headed and low-income households, youth, and renters. Engagement techniques will consider ease of use for these and other local stakeholders.



Below is a brief highlight of techniques our team will use to engage the public. In all cases, our goal is to meet the community where they are, both literally and figuratively. We will look for opportunities to engage the public in discussions on the BOA project at existing community meetings and events to ensure all voices are heard. This could entail presenting at standing community meetings, tabling at popular local events, and advertising on well-trafficked sites. We will design targeted outreach for those impacted by urban renewal, and for under-represented or marginalized stakeholder groups which might include Black and Hispanic residents, female-headed and low-income households, youth, and renters. Engagement techniques will consider ease of use for these and other local stakeholders.

In designing the public engagement strategy, we would sit down with City staff, the Steering committee and any other key participants (e.g. SEDAC, Safe Harbors, etc.) to refine the most appropriate approach for Newburgh. To better inform our efforts and avoid planning fatigue, the strategy could build on public input from complementary projects and previous planning studies, as appropriate. These might include the ongoing African American Oral History Project on urban renewal in the East End Historic District, the City's 2019 DRI Application, 2017 LWRP, 2018 Comprehensive Plan vision update, and 2015 Comprehensive Zoning update, among others.

Below is a list of potential stakeholder events. We treat this as a 'kit-of-parts' that can be reviewed and assembled that is customized to Newburgh's unique circumstance.

1.1. Project Steering Committee:

Elan will work closely with a local steering committee who will guide each step of the BOA planning process and support community outreach efforts. Together with the City, Elan will help ensure key demographics and stakeholder groups are represented on the committee and that all members are able to provide substantive input throughout the duration of project. This might be achieved through a mix of in-person and online meeting formats, break-out groups, and various opportunities to provide written or verbal feedback. The Elan Team will have multiple staff at each meeting in order to facilitate discussion and ensure accurate documentation for follow-up actions and progress reports to the community and NYSDOS.



1.2. Public Engagement 'Kit-of-Parts':

Elan strives to create public engagement strategies tailored to the specific needs and resources of the community as well as the desired outcomes of the project. These strategies typically combine “tried and true” techniques that have been successful for the community with innovative methods for reaching underrepresented groups.

Project Website: As a starting point, we have found the project website to be a helpful tool as it becomes a repository of information that is easily accessible by the public inclusive of documents, maps, presentations, recorded events, etc., with built-in language and ADA accessibility features. It is also a place where people can officially comment and subscribe to the project contact list, making it more organized than random comments on social media.

Virtual Outreach: Given recent events, Elan has also focused on expanding virtual participation options. Statistics show that over 50% of adults will not attend a public meeting yet 85% of adults are online (computer or phone) and 95% of teens are online.¹ Conducting online public engagement can bring a wider audience and builds a space or record that will be available for years to come. We have seen these statistics play out, for example, with online surveys that attract hundreds more, diverse, respondents than an in-person Open House held at the same time. To take advantage of this trend, we have devised quick and easy ways for the public to submit feedback on key project elements - such as vision, goals, strategies, and potential project ideas - that are informative and fun. These have included visual preference surveys, interactive maps, and live polls during public meetings. Virtual methods that don't require internet access have included text (SMS) campaigns and interactive mapping stations set up in strategic community spaces in English and Spanish. Promoting engagement opportunities through posts and videos distributed via the city's and other project partners social media outlets, online newsletters, and press releases is an effective means to bring awareness and increase the number of respondents.



In-Person Events: We will often pair virtual opportunities with live events such as a public open house in the project area, pop-ups at local events, a Facebook live broadcast, or presentations at local community meetings. The live events provide an important forum for people to ask questions and share ideas with one another, while the virtual events provide a space for individuals to review information at their own pace and provide more detailed comments. For both formats, we are able to track who we are engaging with by asking participants to sign in and/or to share some information about themselves and their interest in the project.

¹ The Golden Circle of Online Engagement, APA webinar.

Where in-depth input is desired, from a particular stakeholder or interest group for example, Elan has extensive experience organizing focus groups, design charettes, workshops, visioning sessions, interviews, etc. that are tailored for specific audiences, from real estate developers to new Americans.

1.3. Multi-Day Immersion:

After the BOA boundaries are finalized and a preliminary analysis of the study area has been completed including initial stakeholder interviews, we propose a multi-day immersion be held. During this intense and focused visit, the consultant team to 'get into the weeds' of the BOA, to better evaluate the built environment, understand the true nature of concerns, and identify opportunities.

The following is a proposed agenda for the 3-Day Immersion:

Day 1:

- Morning organizational meeting with City Staff and the Project Steering Committee to discuss the approach to evaluating various areas.
- Mid-day walking tour: Broadway and Downtown (Liberty St.) Corridor sites of the BOA
- Late afternoon: Team working meeting – summary and analysis



Day 2:

- Morning walking tour:
 - Waterfront Gateway sections of the BOA: Vacant Hillside sites (Colden St) and Consolidated Iron and Metal EPA Superfund Site
- Lunch
- Afternoon walking tour:
 - Waterfront Gateway sections of the BOA: Clinton Square sites (between Water and Montgomery streets app)
- Team working meeting – summary and analysis



Day 3:

- Morning: Team summary of findings/opportunities analysis
- Lunch
- Afternoon: Summary meeting with Project Steering Committee



Defining Market Opportunities and Achieving Implementation [\(To Address NYS BOA Tasks 3.3\)](#)

The real estate market analysis will provide a comprehensive understanding of the range of development opportunities that will be feasible from a private investment and developer perspective. A broad spectrum of uses will be examined, recognizing that Newburgh is seeing renewed development interest such as the recently approved Kearney Development Project. The following market analysis scope has been designed to understand the market feasibility of those concepts and identify any other potential uses that may be feasible and appropriate for the BOA area.

2.1. Real Estate Market Analysis

The team, led by Michael N’dolo at MRB Group will examine all of the potential uses of the BOA in the context of the regional real estate market. The market data will allow us to understand trends in pricing, occupancy, construction, absorption, product in development, etc. It will also help gauge the current and future demand for commercial, office and industrial users. A series of interviews with real estate professionals, local municipal and economic development officials, and regional developers will be conducted.

This will uncover the qualitative information necessary to frame the data, such as gathering a better understanding of the constraints and challenges, and the true opportunities in terms of the trade area and the market segments that the BOA might attract. Information will be captured about ongoing developments in the city and the amenity/unit/use mix that led to project success. Findings will summarize the various types of development/redevelopment uses that could work within the BOA, along with approximate square foot counts per use. This will form the basis of the concepts to be used during the development scenario testing task.



2.2. Development Scenario Testing

Working with all members of the team (planners, landscape architects, engineers, and architects) the market analysis findings will be translated into actual concepts based on the layout and characteristics of selected priority sites including the Hillside. The concepts will be developed with respect to site constraints, aesthetics, etc. and especially as it relates to (1) environmental remediation, if any, (2) reusability and constraints therein on the existing square footage, and (3) square footage yields and layouts for any new-build concepts. While a full pro forma financial analysis will not be completed during this phase, the concepts will be tested on a “back of the envelope” basis to assure that the costs of development are not out of line with the likely financial performance of the Site.

2.3. Economic and Fiscal Impact Analysis

Upon selected 2-3 priority sites with the Project Steering Sub-Committee and public input, the future economic and fiscal impacts on the City and County in terms of jobs, wages and sales will be estimated. The EMSI economic modeling software package will be used to determine how each scenario will affect private sector employment, sales and earnings within the City and County economy as a whole. The EMSI model takes the Direct Effects and estimates the corresponding indirect effects of the Project’s occupants (the “Occupants”). “Indirect Effects” are those caused by the purchases in the local economy made by the Project’s Occupants and are those caused by the employees of the Project’s Occupants receiving and spending their wages in the local economy. The total economic effects of the project are the sum of the Direct and Indirect Effects. Potential new tax revenues, net of abatements, for each site will also be estimated.



2.4. Funding and Financing Recommendations

We understand that some of the selected sites may require some level of public assistance to achieve full potential. There are many avenues for assistance, such as local property tax abatements, brownfield tax credits, historic tax credits, direct state funding in the form of grants or forgivable loans, preferential financing arrangements, and the federal Opportunity Zones program, etc. There may also be non-conventional financial assistance mechanisms, such as the little-used PILOT Increment Financing tool that has successfully been used in New York both upstate (Canandaigua and Batavia) and on Long Island on a major waterfront development.

PROPOSED PROJECT SCHEDULE



Task	Title	2023												2024			
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Component 1 - Project Start-Up																	
1.1	Project Scoping																
1.2	Project Outline																
Component 2 - Community Participation and Techniques to Enlist Partners																	
2.1	Community and Stakeholder Participation																
Component 3 - Draft Nomination																	
3.1	Description of the Project and Boundary																
3.2	Community Participation and Techniques to Enlist Partners																
3.3	Existing Conditions																
3.4	Final Recommendations and Implementation Strategy																
3.4.1	Recommendations for Revitalization and Redevelopment																
3.4.2	Interagency/Partner Engagement																
3.6	Implementation Strategy & Matrix																
Component 4 - Completion and Distribution of the Draft Nomination																	
4.1	Draft Nomination and Executive Summary																
Component 5 - Final Nomination and Application for Designation																	
5.1	Public Meeting																
5.2	Preparation of Final Nomination																
5.3	Application for Designation																
Component 6 - NYS Environmental Quality Review																	
6.1	Environmental Assessment Form																
Component 7 - Project Reporting																	
7.1	MWBE Reporting																
7.2	Project Status Reports																
7.3	Final Project Summary Report																

-  In-Person Steering Committee Meeting
-  Multi-Day Immersion and Public Open House
-  Interviews and Focus Groups

b. List any proposed work to be completed by any subcontractors.

The organizational chart on page 7 illustrates how our team will work together and the detailed fee proposal illustrates the percentage of time on each task and totals for each firm. The Elan Team is very accustomed to working together having completed many previous BOAs, LWRPs, and downtown revitalization plans. As the project progresses we remain flexible to shift time and resources among tasks and team members as needed/necessary.

c. Strategy for satisfying M/WBE Goals:

Elan Planning & Design, LLC and EDR are both NYS certified WBEs. Prospect Hill Consulting, LLC, is a NYS certified WBE and MBE. Therefore, the Elan Team exceeds the stated 30% goal. (See cost schedule for a breakdown by firm).



4. PROJECT COSTS

		Elan Planning & Design (WBE)						MRB Group				HRP Associates				EDR (WBE)		Prospect Hill (M/WBE)			
		Lead Consultant LCN		JET Landscape Designer		LLK Project Manager		Economic/Real Estate MA Director, Economic Dev.		Analysis AS Sr. Economic Analyst		Env. Engineering TS		MW		SG/ET		GIS JM/MK			
		Principal										Principal, P.E.								Total By Task	Percent of Value
TASK	TITLE	\$	185	\$	185	\$	145	\$	185	\$	145	\$	185	\$	145	\$	185	\$	140		
Component 1 -- Scope of Work																					
Task 1.1	Project Scoping Session	2	\$ 370	0	\$ -	4	\$ 580	2	\$ 370	0	\$ -	2	\$ 370	0	\$ -	0	\$ -	0	\$ -	\$ 1,690	100.00%
COMPONENT 1 TOTAL		2	\$ 370	0	\$ -	4	\$ 580	2	\$ 370	0	\$ -	2	\$ 370	0	\$ -	0	\$ -	0	\$ -	\$ 1,690	100.00%
Component 2 - Community Participation and Techniques to Enlist Partners																					
Task 2.1	Community & Stakeholder Participation	40	\$ 7,400	12	\$ 2,220	80	\$ 11,600	24	\$ 4,440	0	\$ -	0	\$ -	0	\$ -	50	\$ 9,250	12	\$ 1,680	\$ 36,590	100.00%
COMPONENT 2 TOTAL		40	\$ 7,400	12	\$ 2,220	80	\$ 11,600	24	\$ 4,440	0	\$ -	0	\$ -	0	\$ -	50	\$ 9,250	12	\$ 1,680	\$ 36,590	100.00%
Component 3 - Draft Nomination																					
Task 3.1	Description of the Project and Boundary	4	\$ 740	0	\$ -	4	\$ 580	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,120	\$ 2,440	2.37%
Task 3.2	Community Participation Process and Outcomes	8	\$ 1,480	0	\$ -	40	\$ 5,800	8	\$ 1,480	0	\$ -	8	\$ 1,480	0	\$ -	16	\$ 2,960	8	\$ 1,120	\$ 14,320	13.91%
Task 3.3	Existing Conditions Analysis	12	\$ 2,220	0	\$ -	40	\$ 5,800	12	\$ 2,220	40	\$ 5,800	4	\$ 740	40	\$ 5,800	0	\$ -	80	\$ 11,200	\$ 33,780	32.80%
Task 3.4	Final Recommendations and Implementation Strategy	16	\$ 2,960	0	\$ -	40	\$ 5,800	4	\$ 740	0	\$ -	4	\$ 740	0	\$ -	0	\$ -	4	\$ 560	\$ 10,800	10.49%
Task 3.4.1	Recommendations for Revitalization and Redevelopment	12	\$ 2,220	80	\$ 14,800	60	\$ 8,700	24	\$ 4,440	40	\$ 5,800	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 35,960	34.92%
Task 3.4.2	Interagency/Partner Engagement	2	\$ 370	0	\$ -	8	\$ 1,160	0	\$ -	0	\$ -	4	\$ 740	0	\$ -	0	\$ -	4	\$ 560	\$ 2,830	2.75%
Task 3.6	Implementation Strategy and Matrix	2	\$ 370	0	\$ -	12	\$ 1,740	4	\$ 740	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,850	2.77%
COMPONENT 3 TOTAL		56	\$ 10,360	80	\$ 14,800	204	\$ 29,580	52	\$ 9,620	80	\$ 11,600	20	\$ 3,700	40	\$ 5,800	16	\$ 2,960	104	\$ 14,560	\$102,980	100%
Component 4 - Completion and Distribution of the Draft Nomination																					
Task 4.1	Draft Nomination and Executive Summary	8	\$ 1,480	0	\$ -	80	\$ 11,600	16	\$ 2,960	0	\$ -	0	\$ -	0	\$ -	0	\$ -	60	\$ 8,400	\$ 24,440	100%
COMPONENT 4 TOTAL		8	\$ 1,480	0	\$ -	80	\$ 11,600	16	\$ 2,960	0	\$ -	0	\$ -	0	\$ -	0	\$ -	60	\$ 8,400	\$ 24,440	100%
Component 5 - Final Nomination and Advancing to BOA Program Step 3																					
Task 5.1	Public Meeting	6	\$ 1,110	0	\$ -	24	\$ 3,480	4	\$ 740	0	\$ -	0	\$ -	0	\$ -	10	\$ 1,850.00	0	\$ -	\$ 7,180	25.05%
Task 5.2	Preparation of Final Nomination	4	\$ 740	0	\$ -	40	\$ 5,800	2	\$ 370	4	\$ 580	8	\$ 1,480	0	\$ -	0	\$ -	40	\$ 5,600	\$ 14,570	50.84%
Task 5.3	Application for Designation	4	\$ 740	0	\$ -	16	\$ 2,320	2	\$ 370	0	\$ -	0	\$ -	24	\$ 3,480	0	\$ -	0	\$ -	\$ 6,910	24.11%
COMPONENT 5 TOTAL		14	\$ 2,590	0	\$ -	80	\$ 11,600	8	\$ 1,480	4	\$ 580	8	\$ 1,480	24	\$ 3,480	10	\$ 1,850	40	\$ 5,600	\$ 28,660	100.00%
Component 6 - SEQR Process																					
Task 6.1	NYS EAF	0	\$ -	0	\$ -	2	\$ 290	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,120	\$ 1,410	100.00%
COMPONENT 6 TOTAL		0	\$ -	0	\$ -	2	\$ 290	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,120	\$ 1,410	100.00%
Component 7 - Project Reporting																					
Task 7.1	MWBE Reporting	1	\$ 185	0	\$ -	8	\$ 1,160	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,345	31.87%
Task 7.2	Project Status Reports	1	\$ 185	0	\$ -	8	\$ 1,160	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,345	31.87%
Task 7.3	Final Project Summary Report	2	\$ 370	0	\$ -	8	\$ 1,160	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,530	36.26%
COMPONENT 7 TOTAL		4	\$ 740	0	\$ -	24	\$ 3,480	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 4,220	100.00%
TOTAL FOR PROFESSIONAL SERVICES (Inc. exp.)		124	\$ 22,940	92	\$ 17,020	474	\$ 68,730	102	\$ 18,870	84	\$ 12,180	30	\$ 5,550	64	\$ 9,280	76	\$ 14,060	224	\$ 31,360	\$199,990	

NOTES:

1. All expenses shall be directly reimbursable in accordance with our standard policies. Reimbursable expenses are not included in the professional services budget stated above.
2. Hourly rates include fringe benefits.
3. Total fee includes expenses.
4. Completion of project phases will be billed monthly.

Elan Planning & Design, LLC (WBE)

LCN = Lisa C. Nagle, Principal-In-Charge
JET = Jere Tatich, Principal, Landscape Architect
LLK = Laura Lourenco, Senior Planner, Project Manager

MRB Group

MN = Michael N'dolo, Director, Economic Development
AS = Ayson Slack, Senior Economist Analyst

HRP Associates

TS = Thomas Seguljic, PE, PG
MW = Mark Wright, CSP, CHMM

EDR

SG = Samual Gordon, AICP, Planning Practice Leader
ET = Erica Tauzer, Planner, Spanish Translation

Prospect Hill Consulting, LLC (MRB)

JM = Jenny Mogavero, GISP
MK = Mike Kane, Planning

Elan	\$ 108,690	54.35%	WBE - Prime
MRB	\$ 31,050	15.53%	
HRP	\$ 14,830	7.42%	WBE
EDR	\$ 14,060	7.03%	
Prospect	\$ 31,360	15.68%	MBE
	\$ 199,990		



**AGREEMENT
BETWEEN CLIENT AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 17, 2023 ("Effective Date") between City of Newburgh ("Client") and Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., 217 Montgomery Street, Suite 1100, Syracuse, NY 13202 ("Consultant").

Client's project, of which Consultant's services under this Agreement are a part of, is generally identified as: Brownfield Opportunity Area Nomination Study ("Project").

Consultant's services under this Agreement are defined in Exhibit A.

Compensation for Consultant Services – Lump Sum

1. Client shall pay Consultant for Consultant Services set forth in Exhibit A, as follows:
 - a. A Lump Sum amount of \$200,000 based on the following estimated distribution of compensation:

1. Component 1 - Project Scoping	\$ 1,690
2. Component 2 - Community & Stakeholder Participation	\$ 36,590
3. Component 3 - Draft Nomination	\$102,980
4. Component 4 - Completion of the Draft Nomination	\$ 24,440
5. Component 5 - Final Nomination and Application for Designation	\$ 28,658
6. Component 6 – NYS Environmental Quality Review	\$ 1,410
7. Component 7 – Project Reporting	\$ 4,232

Compensation for Additional Services – Lump Sum

1. During the execution of Consultant Services, if additional labor or expenses are identified as required to meet the project requirements and objectives, the Consultant will inform the Client of these efforts and their Lump Sum costs and obtain approval from the Client in writing before initiating such efforts.

Compensation for Reimbursable Expenses

1. Reimbursable expenses as described below are included in the lump sum fee amount. The lump sum fee amount represents the total contracted amount to be paid to Consultant for the contract including work performed by sub-contractors engaged by Consultant for completion of work.
2. Reimbursable Expenses include the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and courier charges; reproduction of Reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement including all Terms and Conditions, the Effective Date of which is indicated on Page 1 of this Agreement.

CLIENT:

City of Newburgh

Signature

Print Name:

Title:

Date:

Address for Client's Receipt of Notices:

Designated Representative:

Name:

Email:

CONSULTANT:

Environmental Design & Research, Landscape
Architecture, Engineering & Environmental
Services, D.P.C.

Signature

Print Name: Jo Anne C. Gagliano

Title: President

Date: April 5, 2023

Address for Consultant's Receipt of Notices:

Designated Representative:

Name: Lisa C. Nagle

Email: 518-306-3702 x11

**TERMS AND CONDITIONS
FOR AGREEMENT
BETWEEN CLIENT AND CONSULTANT
FOR PROFESSIONAL SERVICES**

General

1. Statute of Limitations: Client and Consultant agree that all claims against Consultant shall be deemed to have accrued and all applicable statutes of limitation shall commence to run no later than the date when Consultant's services defined by this Agreement are substantially completed, irrespective of the date of final payment by the Client.
2. Safety: With respect to project safety, Consultant shall be responsible solely for the onsite activities of its own employees. This responsibility shall not be construed by any party to relieve the project site's Owner, the Client or any contractor from their respective obligations to provide and maintain a safe project site.
3. This Agreement, (together with the exhibits included) constitutes the entire Agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
4. Upon the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.
5. The Consultant shall not have control over or charge of and shall not be responsible for construction means, coordination, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the underlying project, since these are the responsibilities of the project contractor. Consultant shall not be responsible for any contractors' schedules or failures to carry out the Work in accordance with the plans, specifications or other contract documents. In the event a Construction Manager or other consultants are engaged in the project, Consultant shall not be responsible for the performance by the Construction Manager or other consultants of the services required by their respective agreements with the Client and or Owner. Consultant shall not have control over or charge of acts or omissions of Client's contractors, subcontractors, consultants or their agents or employees, or of any other persons performing services or portions of the Work. Project site visits shall not be construed as taking on any responsibility for the items listed above.
6. Subsurface soil conditions, including the presence of rock can vary over a project site, therefore Consultant is NOT responsible for the accuracy of any subsurface soil testing, exploratory excavations, infiltration testing or geotechnical recommendations.

Client's Responsibilities

1. Provide Consultant with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Following Consultant's assessment of initially available Project information and data and upon Consultant's request to obtain additional data/information, the Client will furnish, or otherwise make available to the Consultant additional requested data/information necessary in Consultant's judgment to complete its Basic and Additional Services.
3. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
4. Advise Consultant of the identity and scope of services of any independent Consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
5. Inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to the Site.

6. Client shall be responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
7. Client will give prompt written notice to the Consultant when Client becomes aware of: (1) any development that materially affects the scope or time of performance of Consultant's Services; (2) the presence at the Site of any Constituent of Concern; (3) any potential material defect or nonconformance in Consultant's work product or Services.

Consultant's Schedule of Services

1. Consultant is authorized to begin services as of the Effective Date.
2. Consultant shall complete its obligations as expeditiously as is consistent with the orderly progress of the project and the professional standard of care stated below. Consultant will endeavor in good faith to meet any schedule milestones that are provided in Exhibit A.
3. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended or, in Consultant's Professional judgment additional time is required to allow for the proper performance of certain services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation shall be adjusted equitably.
4. If Client authorizes changes in the scope, extent, or character of the Project or Consultant's services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation shall be adjusted equitably.
5. Client shall endeavor to make decisions and carry out its responsibilities to the Project in a timely manner so as not to delay the Consultant's performance of its services.
6. The Client is responsible for the schedules of services of Client's other consultants and the project contractors as not to delay the Consultant's performance of its services under this Agreement or the orderly progress of the project in general.

Invoices and Payments

1. Consultant shall prepare invoices in accordance with its standard invoicing practices. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. Payment will be credited first to any interest owed to Consultant and then to principal.
2. If Client fails to make any payment due to the Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then amounts due Consultant will be increased at the rate of 1.5% per month.
3. Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant arising from or relating to any consequences of any such suspension.
4. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specific basis for doing so. The Client may withhold only that portion so disputed and must pay the undisputed portion subject to the terms of this Agreement. Payment is due within thirty (30) days of the invoice date.
5. Client agrees to pay all related costs, court costs and attorneys' fees incurred by Consultant in order to collect overdue invoices, enforce the terms of this Agreement and/or in the defense of claims brought against Consultant.
6. Approved rates per labor category are subject to a 3% increase each year if new rates are not negotiated.

Opinions of Probable Construction Costs

1. When included as part of Consultant's Scope of Services, opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable

Construction Cost prepared by Consultant. If the Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate from a third party.

Standard of Care

1. The Consultant will provide services identified herein in a manner consistent with the level of care and skill ordinarily exercised by members of the subject profession practicing at the same time, in the same location and under the same conditions as this project.
2. Consultant is not responsible for the acts or omissions of the Client, the project site's /Owner, or their contractors, agents, or consultants. Client is responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
3. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.
4. Subject to the standard of care set forth above, Consultant and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
5. Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain or is not required to ascertain by its Scope of Services. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.

Documents

1. All Documents produced by Consultant are instruments of service, and Consultant shall retain an Ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
 2. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Consultant grants Client a limited license to use the Documents for the construction of the Project, and for maintenance and related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on other Projects or Extensions of the Project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, owners, stockholders and Consultants; (3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, Clients, stockholders and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Client shall not create any rights in third parties.
 3. Client and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 4. If this Agreement does not establish protocols for electronic or digital transmittals, then Client and Consultant shall jointly develop such protocols.
 5. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
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Insurances

1. Consultant shall procure and maintain insurance as set below.
2. Consultant shall cause Client/Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant.
3. Consultant shall each deliver to the Client certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.
4. The Consultant's limits of liability for the insurance required for Agreement are as follows:
 - a. Workers' Compensation and Employer's Liability Insurance: Coverage shall include all Statutory Workers Compensation benefits payable to the employees who may sustain work-related injuries or diseases and coverage, if applicable, commensurate with the requirements of the US Longshoremen's and Harbor Workers' Compensation Act. This insurance shall include a waiver of subrogation in favor of Consultant.
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - b. Commercial General Liability and Contractual Liability: This policy must be primary and non-contributory, expressly naming Client as additional insured.
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - c. Excess of Umbrella Liability: This policy must be primary and non-contributory, expressly naming Consultant and the Client as additional insured.
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - d. Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage): This policy must be primary and non-contributory, expressly naming Consultant and the Client as additional insured. \$1,000,000
 - e. Professional Liability:
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$3,000,000

Termination of Services

1. The obligation to provide further services under this Agreement may be terminated:
 - a. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. For cause by Consultant upon seven days written notice if Client fails to make timely payment or demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within a 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - d. Payments Upon Termination: In the event of any termination, Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.

Successors, Assigns, and Beneficiaries

1. Client and Consultant and their respective successors, executors, administrators, and legal representatives are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, Agreements, and obligations of this Agreement.

2. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Dispute Resolution

1. Client and Consultant agree to conduct good faith discussions to endeavor to voluntarily resolve any disputes which may arise out of or relate to this Agreement. In the event such discussions are unsuccessful in resolving such disputes, Client and Consultant agree that, as a condition precedent to the commencement of litigation, they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them to mediation. If such matter relates to or is the subject of a lien arising out of the Consultant's services, Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the conclusion of mediation. The mediation shall be conducted in general accordance with the applicable rules of the American Arbitration Association by a mediator agreed to and retained directly by the Client AND Consultant without the involvement of the American Arbitration Association. The mediator's fees shall be borne equally by the Client and Consultant. Client and Consultant agree to participate in the mediation process in good faith. The process shall be conducted expeditiously and on a confidential basis. The mediation shall be held in the place where the underlying project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.
2. This Agreement shall be governed by the laws of the State of New York. Any litigation arising from or relating to the Agreement shall be venued in the New York State Supreme Court in Orange County, New York.

Environmental Conditions of the Site

1. "Constituent of Concern" as used herein is defined as Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. Client represents to Consultant that as of the Effective Date to the best of Client's knowledge no Constituents of Concern, other than those disclosed in writing to Consultant, exist at or adjacent to the Site.
2. If Consultant encounters or learns of an undisclosed Constituent of Concern at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Consultant may, at its option and without liability for direct, consequential or any other damages of any kind or nature, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Consultant's services under this Agreement, then the Consultant shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
6. Client acknowledges that Consultant is performing professional services for Client and that Consultant is not and shall not be required to become a "Client," "arranger," "operator," "generator," or "transporter" of hazardous

substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Consultant's activities under this Agreement.

7. The Client has represented to Consultant as of the Effective Date of this Agreement to the best of Client's knowledge that no Constituents of Concern, other than those disclosed in writing to Consultant, exist at or adjacent to the Site.

Indemnification and Mutual Waiver

1. **Indemnification by Consultant:** To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, Consultants, and employees, from losses, damages, and judgments arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or negligent omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Consultants.
2. **Indemnification by Client:** To the fullest extent permitted by Laws and Regulations, Client shall defend, indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, Clients, stockholders and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission or intentionally wrongful conduct of Client or Client's officers, directors, members, partners, agents, employees, Consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.
3. **Environmental Indemnification:** To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, Clients, stockholders and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable Consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
4. **No Defense Obligation:** The Consultant's indemnification commitments in this Agreement do not include a defense obligation.
5. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
6. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, Clients, stockholders and Consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
7. **Limit Of Liability:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, Clients, stockholders and Subconsultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Consultant's or its Consultants' services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, employees, or its Subconsultants, shall not exceed the

total amount of \$25,000 or the total amount of compensation actually received by Consultant under this Agreement, whichever is lesser amount.

Record Retention, Miscellaneous Provisions, and Definitions

1. **Records Retention:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.
2. **Miscellaneous Provisions:**
 - a. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
 - b. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
 - c. **Severability** If any of the Provisions contained in this Agreement are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired.
 - d. **Waiver:** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
 - e. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant
3. **Definitions:** Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - a. **Additional Services**—Any services performed for or furnished to Client by Consultant which are outside its Scope of Services as defined by Exhibit A and as defined herein for which Consultant shall be entitled to additional compensation.
 - b. **Basic Services**—The services to be performed for or furnished to Client by Consultant within its Scope of Services as defined in Exhibit A of this Agreement and as defined herein.
 - c. **Substantial Completion**—Consultant's services are substantially complete upon its initial delivery of final deliverables (reports, graphics, visualizations, mapping, studies, designs, design documents, construction documents, and inspection reports) as defined in the Basic Services listed in Exhibit A.

EXHIBIT A
CONSULTANT'S SERVICES

EXHIBIT A - CONSULTANT SERVICES

Tasks and Deliverables

COMPONENT 1: PROJECT SCOPING

Task 1.1: Project Scoping Session with the Selected Consultant Team

The City of Newburgh staff, the New York State Department of State (DOS) and the consultant team will hold a scoping session to review project and contract requirements, site conditions and to transfer any information to the consultant which would assist in completing the project. The New York State Department of Environmental Conservation (DEC) may, and will be encouraged to, attend this meeting.

Topics will include but are not limited to the following:

1. project scope and how the budget will be directed;
2. study area boundary;
3. community participation and visioning process;
4. project goal and objectives;
5. existing relevant information (maps, reports, etc.);
6. access to information from past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including DEC's on-line databases, GIS maps, site summary sheets on key projects, etc.;
7. responsibilities of the participants (City, consultant team, DOS and DEC);
8. time frames and deadlines;
9. SEQRA requirements;
10. expected products, including designation;

On behalf of the City, the consultant team will prepare a brief meeting summary to clearly indicate the agreements/understandings reached at the meeting.

Work Product: Meeting summary prepared, with note of agreements/understandings reached, and distributed to scoping session participants.

Task 1.2: Project Outline

The consultant team will provide to the City and DOS, a project outline that reflects the outcome of the project scoping meeting and guides the preparation of the Nomination. The DOS will review the project outline and comment. The consultant team will revise, or cause to be revised, the project outline to reflect any and all comments made by the DOS.

Work Product: Approved project outline completed and distributed to scoping participants.

COMPONENT 2: COMMUNITY AND STAKEHOLDER PARTICIPATION

Task 2.1: Community Participation Summary

The public outreach methods and techniques that will be used to ensure public participation throughout the course of preparing the Nomination.

Methods and techniques may include, but are not limited to:

1. public informational or outreach meetings;
2. visioning sessions;
3. design charrettes;
4. workshops;
5. discussion groups;
6. surveys;
7. public meetings and hearings;

Public participation should occur early and consistently in the process through visioning workshops, informational meetings, project presentations, and public education. The City of Newburgh will provide DOS and DEC with a minimum of two (2) weeks' advance notice of all public proceedings relative to the public participation process.

Public participation will include, at a minimum:

1. the use of a local steering committee to guide the plan's preparation;
2. the preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed action to be used on a regular basis to keep the contacts informed of progress on the plan;
3. the initial kick-off meeting to explain the BOA Program and the project's intent and scope, and to solicit initial public input to develop, refine, or confirm the community's vision for the study area, project goals and objectives, opportunities and constraints;
4. the presentation/review of current conditions, and the review, revision or update of the vision statement and goals and objectives;
5. the review of the economic and market trends analysis and an exploration of alternative approaches to redevelopment and revitalization;
6. a public presentation and informational meeting on the draft Nomination that describes, and allows feedback on the vision for the study area, existing conditions, strategic sites, redevelopment projects; and the study area analysis, findings, and recommendations.

Public outreach should serve to inform the public about the project and serve as a means for the public to participate in forming the plan, thus ensuring community understanding and support. The public participation outline and summary description will be subject to review and approval by the DOS.

Work Product: Approved outline and summary description of the community participation plan for the Nomination.

Task 2.2: Techniques to Enlist Partners

This task differs from the Community Participation task above as this task is designed to seek assistance from a variety of potential partners in formulating and implementing the plan. Partners may include but are not limited to: local, county, state or federal government agencies; property owners; private sector interests; not-for-profit organizations; academic institutions; and other stakeholders.

Consultation methods and techniques used to identify and inform project partners about the plan's status and progress, and to enlist their assistance in the process, may include, but are not limited to: written correspondence; phone contact; and meetings and workshops involving local, county, state or federal government agencies, property owners, private sector interests, not-for-profit organizations, and academic institutions. Consultation will include, at a minimum, a presentation to partners on the Nomination (Sections 1- 3) that describes existing conditions, strategic sites, development projects, and the study area analysis, findings, and recommendations.

The purpose of this task is to:

1. Improve communication and understanding about project objective and needs.
2. Gain information about the status of ongoing remedial activities and the environmental condition of brownfield sites in the study area.
3. Gain information about funding opportunities available from government programs and private-sector or not-for-profit organizations to facilitate clean-ups, foster appropriate redevelopment, rehabilitate existing infrastructure or provide new infrastructure.
4. Gain support from government agencies for permitting and financing.
5. Gain support from financial institutions, not-for-profits, philanthropic organizations and developers.
6. Coordinate government agency and private sector actions.

The techniques to enlist partners will be subject to review and approval by DOS.

Work Product: Approved outline and summary description of the techniques to enlist partners for the Nomination.

COMPONENT 3: DRAFT NOMINATION

The City of Newburgh will undertake the tasks below in order to prepare a BOA Nomination that provides an in-depth and thorough description and analysis of the study area, presents a community vision and goals for revitalization of the area, identifies reuse potential of strategic sites that are catalysts for revitalization, and includes an implementation strategy.

Task 3.1: Description of the Project and Boundary

The consultant team, in partnership with the City of Newburgh, will prepare a narrative and map description of the following elements:

- A. Lead Project Sponsors

The relationship and organizational structure between the sponsoring municipality and involved community-based organizations or the relationship and organizational structure between the sponsoring community-based organization and the municipality.

B. Project Overview and Description

The project, including: the relationship of the study area to the community and region; acreage in the study area; and the number and size of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed BOA. The description will include the area's potential in terms of opportunities for: new uses and businesses; creating new employment and generating additional revenues; new public amenities or recreational opportunities; and restoring environmental quality. The description will include the relationship of the BOA to any existing comprehensive plans and/or economic development reports or strategies.

Map Requirements - The description will include: a Community Context Map that shows the location and relationship of the community (in which the proposed BOA is located) to the surrounding municipality, county and region; and a Study Area Context Map that shows the location of the proposed BOA in relation to the community and entire municipality.

C. Community Vision and Goals

A vision statement and the specific goals to be achieved relative to community redevelopment and revitalization as shaped and expressed by the community. Goals may be expressed in terms of: opportunities for new development projects that are desired by the community and will fulfill community development needs; providing new housing opportunities; improving economic conditions; addressing environmental justice issues; providing new recreational opportunities; improving quality of life and environmental quality; or other goals and objectives relevant to the redevelopment of brownfields and the surrounding area.

Such goals will, where practicable, reflect to the degree appropriate the principles of sustainable community development, including, but not limited to:

- strengthening and directing development towards existing communities' centers;
- fostering distinctive, attractive communities with a strong sense of place;
- fixing land uses;
- taking advantage of compact building design;
creating a range of housing opportunities and choices, including affordable housing;
- reusing historic buildings and preserving historic sites;
- preserving open space, farmland, natural beauty, and critical environmental areas;
- providing a variety of transportation choices (public transit, pedestrian, bicycle, etc.);
- creating walkable neighborhoods;
- using best management practices for storm water management;
- making development decisions predictable, fair and cost effective; and
- encouraging community and stakeholder collaboration in development decisions.

A description will also be provided that explains the relationship of the proposed project vision, goals, and objectives to any existing community vision, revitalization strategies, and or comprehensive plans.

D. BOA Boundary Description and Justification

The borders should follow recognizable natural or cultural resources such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The project study area should be between 50-500 acres.

The borders must be justified in terms of:

- land uses that affect or are affected by identified potential brownfields; natural or cultural resources with a physical, social, visual or economic relationship to identified potential brownfields; and
- areas necessary for the achievement of the expressed goals of the BOA.

Map Requirement – The description will also include a BOA Boundary Map that clearly shows and identifies the location and boundaries of the study area.

Work Product: A complete narrative description of the project and boundary, and all required maps, as described in Task 3.1 above.

Task 3.2: Community Participation and Techniques to Enlist Partners

A. Community Participation

The techniques or processes by which local participation in the development of the Nomination has been achieved, as outlined in Component 2, including the partners or potential partners in terms of municipalities, community based organizations, regional entities, private interests and other stakeholders that are involved or expected to be involved in the project.

B. Techniques to Enlist Partners

The meetings or workshops that have occurred, and will occur, at appropriate and key stages during the preparation of the Nomination, as outlined in Component 3.

Work Product: A complete narrative description of the Community Participation Plan and Techniques to Enlist Partners as described in Task 3.2 above.

Task 3.3: Analysis of the Proposed BOA

A. Community and Regional Setting

A summary description and analysis of the contextual relationship of the proposed BOA to the community, municipality and region that includes, but is not limited to: community size, population, and location in relation to the county and region; key demographic information and trends; housing trends and needs; the area's economic history and current condition including income, dominant employment sectors, and unemployment figures; land use history and current status; transportation systems; infrastructure; and natural features. This summary may rely primarily upon existing reports and plans.

B. Inventory and Analysis

An inventory and analysis for the entire BOA, including an in-depth and thorough description and analysis of existing conditions, opportunities, and reuse potential for properties located in the proposed BOA, with an emphasis on the identification and reuse potential of strategic sites that are identified by the community as catalysts for revitalization.

The inventory and analysis must include the information needed to develop specific and realistic recommendations for the use of land and groundwater, and for recommended implementation projects, in the proposed BOA.

The BOA may be divided into logical sectors or subareas to organize, facilitate, and clearly present the inventory and analysis. The study area, sectors, or subareas must be described in terms such as: total acres; acres developed and vacant, including strategic sites for redevelopment; and percent of the total area or sector developed with specific land use types

and percent of land area vacant. The inventory and analysis will include, but not be limited to, a description of the following:

Existing Land Use and Zoning - A description and analysis of the existing land use pattern and zoning districts within the BOA, including:

- location of study area as it relates to the community;
- total land area in acres and area of each sector or subarea in acres of the proposed BOA;
- existing and adjacent land and water uses including, but not limited to, residential, retail, commercial, mixed use, water-dependent, industrial and manufacturing, publicly or privately owned vacant or underused sites, dedicated parks and dedicated open space, and institutional uses, and cultural uses;
- land area committed to each land use category;
- brownfield sites and all underused, abandoned, or vacant properties that are publicly and privately owned;
- known data about the environmental conditions of the properties in the area;
- existing zoning districts and other relevant local laws or development controls guiding land use including but not limited to historic districts; and,
- local, county, state or federal economic development designations or zones (such as Empire Zones, Environmental Zones, Urban Renewal Areas, Federal Enterprise Business Zones, Business Improvement Districts, Special Assessment Districts, etc.)

Map Requirements - The description and analysis of the existing land use pattern and zoning must include: An Existing Land Use Map that shows the pattern of existing land use; and an Existing Zoning Map that shows the location and type of zoning districts and economic designations or zones.

Brownfield, Abandoned, and Vacant Sites - A complete summary and analysis of relevant brownfield, abandoned, and vacant sites, including size and condition, current ground water conditions, and potential contamination issues based on: review of existing or historical records and reports, aerial or regular site photographs, and existing remedial investigations, studies and reports; field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; interviews with people that are familiar with the land use history of the site; and/or any other known data about the environmental conditions of the properties in the proposed BOA, as needed.

For each relevant brownfield and abandoned or vacant site, complete descriptive profiles will be provided and will include, but not be limited to:

- site name and location, including owner, site address, and size in acres;
- location on the Underutilized Sites Location Map;
- current use or status and zoning;
- existing infrastructure, utilities, and site access points;
- proximity to existing transportation networks;
- natural and cultural resources or features;
- adjacent uses;
- environmental and land use history, including previous owners and operators;
- known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas) based on existing environmental reports and other available information; and,
- use potential (residential, commercial, industrial, recreational) including potential redevelopment opportunities.

A description of the information sources used to create the site profiles will be included within this section of the Nomination report.

Strategic Sites - A description of the process and factors used to determine strategic sites for redevelopment. Factors that may be used to identify strategic sites can include but are not limited to: overall importance to the community and the revitalization effort; location; ownership and owner willingness; on-site structures; level of contamination; property size and capacity for redevelopment; potential to spur additional economic development or positive change in the community; potential to improve quality of life or to site new public amenities; community support for proposed projects for the site; adequacy of supporting or nearby infrastructure, utilities and transportation systems; and other factors as may be determined by the community.

Map Requirement - The description will include an Underutilized Sites Location Map that clearly shows the location, borders and size of each brownfield site and other underutilized, abandoned or vacant sites that are privately or publically owned, with an identifying reference to the attached profiles. Strategic sites that have been identified through the planning process will be shown on this map.

Land Ownership Pattern - A description and analysis of the private and public land ownership pattern including: land and acres held in public ownership (municipal, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to road/rights-of-way.

Map Requirement - The description will include a Land Ownership Map that shows the primary public and private land ownership patterns.

Parks and Open Space - A description of all public (municipal, county, state, and federal) and privately-owned lands that have been dedicated for or committed to parks or open space use.

Map Requirement - The description will include a Parks and Open Space Map that shows lands that have been dedicated or committed for park or open space use.

Building Inventory - A description and analysis of key buildings in the area, including: building name, levels, gross square footage, original use, current use, condition, and ownership.

Map Requirement - The description will include a Building Inventory Map that shows the location of key buildings.

Historic or Archeologically Significant Areas - A description and analysis of historic or archeologically areas, sites, districts, or structures that are of local, state or federal significance.

Map Requirement - The description will include a Historic or Archeologically Significant Areas Map that shows resources of historic significance (may be shown as part of the Building Inventory Map).

Transportation Systems - A description and analysis of the types of transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the study area and the types of users (truck, car, bus, ferry, train, subway, recreational and commercial vessels, pedestrian, bicyclists, etc.).

Map Requirement - The description will include a Transportation Systems Map that shows primary transportation networks and systems.

Infrastructure - A description and analysis of the area's infrastructure (water, sewer, storm water, etc.) and utilities including location, extent, condition and capacity. This description and analysis will also include parking lots and garages.

Map Requirement - The description will include an Infrastructure and Utilities Map that shows the areas primary infrastructure.

Natural Resources and Environmental Features - A description and analysis of the area's natural resource base and environmental features and current conditions including, but not limited to: upland natural resources and open space; geologic, soil and topographic resources; surface waters and tributaries, groundwater resources and use; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; air quality maintenance areas; visual quality; agricultural lands; and locally, state, or federally designated resources.

Map Requirement - The description will include a Natural Resources and Environmental Features Map that shows the location of primary natural resources and environmental features.

C. Economic and Market Trends Analysis

An economic conditions and market trends analysis that, when combined with the inventory and analysis, will sufficiently and thoroughly justify a range of realistic future land uses to occupy the study area and strategic sites that are targeted for redevelopment. Future land uses must be economically viable, compatible, and appropriate for the area targeted for redevelopment.

The economic analysis will include existing and projected socio-economic conditions within the municipality and the region, and consider the following: population; labor force and earnings; employment (public and private); transportation factors; land available for development; types of potential future land uses most appropriate for the study area; development impacts; and a description of benefits such as employment, impact on the area targeted for redevelopment, municipal tax revenues, economic benefits from construction and subsequent business operations, and economic multipliers to the municipality and region from desired end land uses.

The economic and market trends analysis may consist of a macro (state and regional) and micro (neighborhood, street, block, site specific) analysis. If a macro analysis is conducted, the City will consult with the NYS Empire State Development Corporation and the NYS Department of Labor and other sources identified below to obtain the most up-to-date and relevant information on macro-economic issues, such as national, state and regional business, labor and employment trends. The analysis will include a micro-economic and real estate trends analysis that addresses issues and opportunities at the municipal, neighborhood, block and site- specific levels relevant to the proposed BOA.

Additional sources upon which the economic analysis will be prepared may include but not be limited to:

- telephone surveys and interviews with local business owners, chamber of commerce, appropriate civic groups, and municipal officials
- local, county, regional planning boards
- county or regional economic reports and assessments
- local or regional visitors and convention bureaus
- local, county, state, or metropolitan transportation bureaus or councils
- recreational and commercial boating organizations and reports
- maritime trade organizations and associations

- County assessor's office
- New York State Department of Labor, Division of Research and Statistics
- New York State Division of Equalization and Assessment
- New York State Department of Commerce
- American Planning Association
- U.S. Bureau of the Census
- U.S. Census Transportation Planning Package
- U.S. Census of Retail Trade
- U.S. Immigration and Naturalization Service
- U.S. Department of Commerce, Bureau of Economic Analysis; Metropolitan Statistical Area Projections; Patterns of Metropolitan Area and County Population Growth; RIMS-II economic multipliers for specific counties
- U.S. Army Corps of Engineers, Waterborne Commerce of the United States

D. Key Findings and Recommendations

A thorough description and analysis of opportunities, and redevelopment potential for properties located in the proposed BOA. Emphasis is to be placed on the identification and reuse potential of strategic brownfield sites that may be catalysts for revitalization.

E. Summary Analysis, Findings, and Recommendations

A summary analysis and subsequent findings will be prepared based on the more thorough analysis produced as a result of the tasks described above, including a review of existing comprehensive plans and/or economic development reports or strategies, and will include, but is not limited to, the following:

- an analysis and findings based in part on the economic and market trends analysis, that provides an in-depth and thorough description of existing conditions, including an assessment and summary of existing land use and zoning;
- an analysis and findings of reuse and development opportunities and needs for properties located in the proposed BOA, with an emphasis on the identification and description of reuse and redevelopment opportunities, for strategic sites that have been identified by the community as catalysts for revitalization;
- identification of strategic brownfield sites that are potential candidates for site assessment;
- an analysis and findings that will include anticipated end or future land uses including residential, commercial, industrial, recreational or cultural, and a clear comparison of proposed uses and necessary or desired zoning changes to existing land use and zoning;
- an analysis and findings regarding publicly controlled and other lands and buildings which are or could be made available for development or for public purposes;
- an analysis and findings regarding potential interim land uses for strategic brownfield sites that have been identified by the community as catalysts for revitalization;
- anticipated future use of groundwater; and,
- an analysis and findings of necessary infrastructure improvements and other public or private measures needed to stimulate investment, promote revitalization, and enhance community health and environmental conditions.

Provide a series of key recommendations, including proposed specific actions and techniques to be undertaken, to serve as the basis for the Implementation Strategy scope of work.

Work Product: A complete narrative of the Analysis of the BOA, and all required maps, as described in Task 3.3 above.

Task 3.4: Review of Strategic Brownfield Sites

Prior to completion of the summary analysis and findings, the City and the consultant team will hold discussions with DEC and DOS regarding the identified strategic brownfield sites that may be candidates for site assessment funding. The recommended discussions will serve to aid in prioritizing the sites that may be eligible for Site Assessment funding or technical assistance under BOA, the State's remedial programs (i.e., Environmental Restoration Program, or Brownfield Cleanup Program), or other programs.

Work Product: List of candidate sites to be considered for Site Assessment funding.

Task 3.5: Interagency/Partner Engagement

The City, consultant team and the DOS will, as appropriate, coordinate a discussion of opportunities for implementation of the BOA with potential partners from a variety of sectors.

Work Product: Report summarizing points of agreement regarding necessary actions for the successful implementation of the BOA Plan.

Task 3.6 Implementation Strategy

The City and the consultant team will identify short- and long-term projects and activities to advance intended development and/or implementation of the BOA revitalization strategy including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, infrastructure, and public amenities. Information presented for each project or activity should include at least: responsible party(ies), estimated cost, possible funding sources, a timeframe for implementation, and any interim pre-development activities that may be required.

Work Product: Summary and matrix of prioritized projects and activities to advance revitalization of the study area.

COMPONENT 4: COMPLETION OF THE DRAFT NOMINATION

Task 4.1: Draft Nomination and Executive Summary

The consultant team will prepare a draft Nomination incorporating the approved products described in Component 4 and presented in a format that may be prescribed by DOS.

The Executive Summary will include, in no more than fifteen (15) pages, the following:

- Community and project overview and description, including the study area boundary;
- The community's vision for the area, major goals and objectives;
- Public participation process;
- Conditions, opportunities and assets in the study area and key natural resources;
- Economic niche or economic opportunities based in part on economic and market trends;
- Strategic sites and associated redevelopment opportunities; and,
- Key findings and recommendations.

The draft document will be submitted to DOS for review and comment, and all comments will be reflected in the draft Nomination. The City of Newburgh must submit both a hard copy and an electronic copy of the draft Nomination.

Work Product: Draft Nomination and Executive Summary approved by DOS.

COMPONENT 5: FINAL NOMINATION AND APPLICATION FOR DESIGNATION

Task 5.1: Public Meeting

In consultation with DOS, the City and the consultant team will conduct a public information meeting to solicit public input on the Nomination. A written summary of public input obtained at this meeting will be prepared.

Work Product: Public meeting held, minutes/summary of meeting prepared.

Task 5.2: Preparation of Final Nomination

Based on comments received during the review period, the City and the consultant team will prepare a final Nomination. The final Nomination will be submitted to DOS for review and approval. All comments must be addressed to the satisfaction of DOS in subsequent versions of the final Nomination.

Work Product: Final Nomination approved by the DOS.

Task 5.3: Application for Designation

Upon completion of all tasks and receipt of acceptable report products, the City of Newburgh may submit an application for designation of the BOA. The application for designation of the Brownfield Opportunity Area will include the following materials:

- Letter of request: A cover letter requesting consideration by the Secretary of State for a determination to designate a Brownfield Opportunity Area.
- Public Notice and Presentation of Supporting Documentation: Documentation demonstrating required public participation has been completed.
- Complete BOA Nomination: A complete BOA Nomination document that presents a plan for the revitalization of the proposed BOA should be submitted both electronically and in hard copy. The hard copy should be provided in a 3-ring binder, with a cover sheet to indicate the location of the required elements within the Nomination document. A pdf of the Nomination suitable for web posting must also be submitted.
- A digital map of the area proposed for BOA designation, submitted in ESRI Shapefile or Geodatabase format.

Work Product: Completed application for designation of the BOA Program and a complete designation package.

COMPONENT 6: NYS ENVIRONMENTAL QUALITY REVIEW

Task 6.1: Environmental Assessment Form

The City's preparation and adoption of a nomination funded through the Brownfield Opportunity Area (BOA) program should comply with the State Environmental Quality Review

Act (SEQRA). The City of Newburgh is the Lead Agency for purposes of SEQRA. The Lead Agency will prepare, distribute and file an Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a BOA nomination. Upon completing the Environmental Assessment Form, the Lead Agency will make a Determination of Significance in accordance with SEQRA and its regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency will prepare a Draft Generic Environmental Impact Statement for the Draft BOA nomination in accordance with SEQRA and its regulations and guidelines. If the findings of the Determination of Significance are such that the BOA nomination will not have at least one significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under SEQRA and its regulations. The City of Newburgh will determine whether a SEQRA public hearing will be held on the Draft BOA nomination. Completed SEQRA documents for the BOA nomination actions will be submitted to the Department.

Work Product: Completed Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the consultant, will prepare a Draft Generic Environmental Impact Statement for the Draft BOA nomination in accordance with the SEQRA regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a SEQRA public hearing will be held and the hearing notes should be submitted to the Department.

COMPONENT 7: PROJECT REPORTING

Task 7.1: Project Status Reports

The consultant team will provide the DOS-required project status reports semi-annually (every June 30 and December 31) on the form provided to the City for submission to DOS, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Work Product: Completed project status reports during the life of the contract.

Task 7.2: Final Project Summary Report

The City and the consultant team will work with the DOS project manager to complete the Final Project Summary Report form. Final payment will not be authorized until these forms have been completed and filed with project deliverables.

Work Product: Completed Final Project Summary Report.

Task 7.3: Revitalization Strategy Report

The consultant team will draft a brief, one- or two-page summary of the revitalization strategy to be used in presentations to various stakeholders. The project summary will include:

- Community Context and Project Description - a one- to three-paragraph description, including a brief history of the community's development and a description of current conditions, the size and character of the study area, primary redevelopment objectives and

- specific issues being addressed in terms of redevelopment, community revitalization, job creation, public infrastructure, amenities, and natural resources protection or enhancement.
- Accomplishments - a description of significant projects undertaken to advance implementation of the revitalization strategy, and associated public and private investments.
- Next Steps - a list of activities to advance intended development and/or implementation of the BOA revitalization strategy including, but not limited to: housing, retail, mixed use, industrial, recreational, cultural, infrastructure, and public amenities.

Work Product: Completed revitalization strategy report.

RESOLUTION NO.: 174-2021

OF

JULY 12, 2021

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE SUBMISSION OF
A NEW YORK STATE CONSOLIDATED FUNDING APPLICATION
AND TO ACCEPT IF AWARDED A
NEW YORK STATE DEPARTMENT OF STATE
BROWNFIELD OPPORTUNITY AREA PROGRAM GRANT
IN THE AMOUNT OF \$180,000.00 WITH A 10% CITY MATCH FOR
A NOMINATION STUDY OF THE "NEWBURGH, NY HILLSIDE"

WHEREAS, the City of Newburgh, herein called the "Applicant", after thorough consideration, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable; and

WHEREAS, §970-r of the General Municipal Law authorizes State assistance to eligible parties for Brownfield Opportunity Areas Program grants by means of a State Assistance Contract (the contract); and

WHEREAS, the City of Newburgh deems it to be in the public interest and benefit to enter into a contract therewith;

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

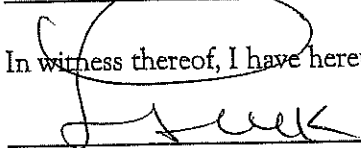
1. That the City Manager is the representative authorized to act in behalf of all applicants in all matters related to State assistance under §970-r of the General Municipal Law for the Project. The representative is also authorized to: sign and submit the application; execute the contract; request payment advances and reimbursements; redistribute contract reimbursements as appropriate; submit Project documentation; and otherwise act for all applicants in all matters related to the Project and to State assistance; and
2. That the Applicant intends to complete a Nomination for an approximate 55-acre area characterized with 22 acres of potential brownfield sites that are located in the City of Newburgh, NY, hereafter to be referred to as Newburgh, NY Hillside; and
3. That the Applicant requests funds in the amount of \$180,000.00, representing no more than 90% of the total Project cost; and
4. That the Applicant agrees that it will fund the Applicant's 10% share of the Project;

5. That the Applicant agrees to complete the BOA Nomination in a timely manner and to seek official Designation of the Brownfield Opportunity Area by the Secretary of State upon completion of the Nomination; and
6. That this Authorization take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the City Council of the City of Newburgh duly held on the 12th day of July, 2021; and further that such Resolution has been fully recorded in the City Council Minutes in my office.

In witness thereof, I have hereunto set my hand this 13th day of July, 2021.



Lorene Vitek, City Clerk

Official Seal:

RESOLUTION NO.: 81 - 2023

OF

MAY 8, 2023

**A RESOLUTION AUTHORIZING AND ALLOCATING \$200,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE CITY OF NEWBURGH SMALL BUSINESS ASSISTANCE GRANT PROGRAM**

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States that recipients may use, among other approved uses, to make necessary investments in water and sewer infrastructure; and

WHEREAS, the City of Newburgh proposes to allocate \$200,000.00 of ARPA funds received to the City of Newburgh Small Business Assistance Grant Program; and

WHEREAS, the City Council finds that authorizing and allocating \$200,000.00 of ARPA funds to respond to the negative economic impacts of the COVID-19 public health emergency by focusing on the needs of for-profit small businesses within City limits by providing grant awards of up to \$5,000 to help businesses keep their doors open, protect local jobs, support community recovery, and increase resiliency is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to allocate \$200,000.00 of American Rescue Plan Act of 2021 funds to the City of Newburgh Small Business Assistance Grant Program; and that the City Manager is authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the Small Business Assistance Grant Program funded thereby.



City of Newburgh Business Grant Program - Guidelines 2023

Background

The City of Newburgh has allocated up to \$200,000 of its federal American Rescue Plan Act award to support Small Businesses effected by COVID-19. This program is intended to respond to the negative economic impacts of the COVID-19 public health emergency by focusing on the needs of for-profit small businesses within City limits. Grant awards of up to \$5,000 will help businesses keep their doors open, protect local jobs, support community recovery, and increase resiliency.

Eligible businesses may apply for cash assistance to help mitigate the impacts of revenue reductions associated with the pandemic. The City expects to award approximately 40 businesses a one-time cash grant.

Eligibility

These funds are available to City of Newburgh business that meet the following:

- Be a for-profit business based within City of Newburgh limits;
- Have 50 or fewer employees;
- Be registered to do business in the State of New York;
- Be independently owned and operated and not be dominant in its field of operation;
- Have been operating in the City of Newburgh prior to March 15, 2020;
- Not be facing any pending litigation or legal action; Not have any business owners, including all managing members and/or officers, who have been convicted of financial crimes within the past three years;
- Not have received alternate federal, state, or local grant funding to cover the same costs and/or uses included in the application;
- Not be suspended or debarred from the use of federal funds;
- Not be a franchise, unless the franchise is not a subsidiary of a larger corporation

In addition, the following additional eligibility factors will be considered:

Weighted Factors

For each weighted factor met, the application will receive an additional point. A maximum of five (5) additional points can be achieved for an application.

1. MBE (minority-owned,) WBE (women-owned) and/or VBE (veteran-owned) businesses.
2. Those that occupy a vulnerable sector as defined by the U.S. Treasury; this includes but is not limited to restaurant/dining, retail, hospitality, arts and entertainment, or another service sector.
3. Micro-businesses; this is defined as a business that resides in New York State and is licensed or registered to do business in New York State, independently owned and operated, not dominant in its field, and employs 10 or fewer fulltime equivalent (FTE) employees.

City of Newburgh Business Grant Program - Guidelines 2023

4. “Disproportionately impacted” businesses that meet the definition of small business as defined by the City (50 or fewer employees), is located within a Qualified Census Tract (see attached map), and can provide evidence of a negative economic impact caused by the pandemic. (2 points) Types of evidence may include:
- Decreased revenue or gross receipts
 - Financial insecurity
 - Increased costs created directly by the pandemic
 - Reduced capacity to weather financial hardship created by the pandemic
 - Challenges covering payroll, rent, mortgage, and other operating costs

Eligible Use of Funds

Businesses may use funds to mitigate financial hardship, such as declines in revenue resulting from periods of closure. Grants are for costs not yet incurred by the date the American Rescue Plan Act was passed (March 3, 2021). Expenses incurred between March 3, 2021 and May 15, 2023 that were not covered by other grants, are eligible for reimbursement.

Grants funds may be used for:

- Payroll and cost of benefits
- Rent
- Mortgage
- Utilities
- Installed Equipment (e.g., oven, refrigerator)
- Other Equipment (e.g., computer, software)
- Signage (with proof of City Building Permits)
- Product inventory
- Improvements to ventilation
- Personal Protective Equipment
- Other physical improvements to processes or location to comply with social distancing or other directives issued by the County or State due to the pandemic (e.g., outdoor dining furniture)

This is a reimbursement program; award payments will be made following execution of a City/Grantee contract and the City’s receipt, review, and acceptance of expense documentation. Grantees will be reimbursed for eligible expenses with appropriate documentation in an amount of up to \$5,000.

Expenses must have been incurred between March 3, 2021 and May 15, 2023.

To expedite reimbursement, evidence of expenditures must include sufficient information for the City to determine what the expense was for, to whom it was paid, and when it was paid. Supporting

City of Newburgh Business Grant Program - Guidelines 2023

documentation may include copies of cancelled checks, bank statements, credit card statements, and/or vendor receipts.

Required Documentation

The following documentation is required for every application.

- Grant Application Form, notarized
- Copy of IRS W-9 Tax Form
- Copies of tax returns for the three most recent completed fiscal years the business has been in operation
- Two most recent business account bank statements
- Revenue Summaries for each of the following years: 2019 (if in business), 2020, 2021, and 2022.
- Proof of payroll to verify employee numbers and wages
- All other financial documentation that provides clear evidence or proof of revenue loss due to the negative impact of COVID-19 on the business (e.g., audits for 2019 through 2021; copies of invoices demonstrating an increase in cost of operations since March 1, 2020; past-due mortgage/rent statements; past-due utility bills; copies of invoices or evidence of pandemic-related expense incurred;
- Copies of reimbursable costs per the Eligible Use of Funds, if available

For each weighted factor met, the application must also provide the following:

1. MBE, WBE, and/or VBE businesses: New York State MWBE Certification or Newburgh MWBE/VBE Attestation
2. Vulnerable Sectors: NAICS Industry Sector Code
3. Micro-businesses: Proof of payroll to verify 10 or less employees.
4. "Disproportionately impacted: Evidence of a negative economic impact caused by the pandemic. Types of evidence may include:
 - Decreased revenue or gross receipts
 - Financial insecurity
 - Increased costs created directly by the pandemic
 - Reduced capacity to weather financial hardship created by the pandemic
 - Challenges covering payroll, rent, mortgage, and other operating costs

Application Process and Timeline

Application Packets must be delivered no later than 4pm, Friday May 26, 2023 to:

**City of Newburgh
Office of Planning and Development**

Mail to: 83 Broadway
Newburgh, NY 12550

Drop at: 123 Grand Street
Newburgh, NY 12550

**City of Newburgh
Business Grant Program - Guidelines
2023**

All applications are due by or before the Due Date. Staff will review all grant applications for completeness and eligibility and only those applications that meet both will be considered complete and eligible. Applications received before the Due Date may have an opportunity for preliminary staff review for completeness, however all information must be received by the application Due Date.

Not more than 60 days after the close of the Due Date, staff will utilize a random number generated lottery system to choose the winning applications.

Winning businesses will have until October 31, 2023 to claim all reimbursable funds.



City of Newburgh Business Grant Program - Application 2023

Applicant:

Applicant Name:							
Business Name:							
Business Address:							
Business Phone:				Email:			
Date the Business Began Operating:				Number of Employees:			
What industry sector are you in?				Was your business subject to capacity reduction during the COVID-19 Pandemic?			
Form of Ownership (select one):	S-Corp	C-Corp	LLC	Partnership	Sole Proprietor	Other:	
IRS EIN or ITIN or SSN#				Is the business 51% or more minority, women, and/or veteran owned:			
Provide a brief description of the business:							
Can you demonstrate a year-over-year business revenue loss on your 2020 or 2021 taxes?							
Describe how the business will use the funds if awarded (see guidelines):							

Please list all other Federal, State, and Local financial assistance that have been received since March 1, 2020, and the amount and date received:

SBA Paycheck Protection Program	
Economic Injury Disaster Loan Advance Grant	
Economic Injury Supplemental Targeted Advance Grant	
SBA Shuttered Venue Operators Grant	

City of Newburgh Business Grant Program - Application 2023

NYS Small Business Seed Funding	
COVID-19 Capital Costs Tax Credit	
Tourism Return-to-Work Grant Program	
Meet in New York Grant	
Restaurant Resiliency Program Grant	
Restaurant Return-to-Work Tax Credit	
Rental or Utility Arrears Programs	
Other (Describe)	

Applicant Certification:

I certify that all information provided in this application is accurate and true to the best of my knowledge. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the New York State Penal Law.

Applicant's Signature:	Date:

I understand that this is a reimbursement grant and will not be reimbursed for the cost of the sign until all required documents submitted to the City of Newburgh and approved.

Applicant's Signature:	Date:

State of _____)

)ss.:

County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, 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

<i>City of Newburgh Use Only</i>	City of Newburgh Signature	Date
Application Approved:		
Application Denied (Provide Reason):		

City of Newburgh Business Grant Program - Application 2023

Application Packets must be delivered no later than 4pm, Friday May 26, 2023 to:

**City of Newburgh
Office of Planning and Development**

Mail to: 83 Broadway
Newburgh, NY 12550

Drop at: 123 Grand Street
Newburgh, NY 12550

Program Summary:

Businesses will submit receipts and other required program documentation to receive reimbursement up to \$5,000 as a one-time payment to recoup profits lost during COVID-19. See Business Grant Guidelines for full information.

Eligible:

- Be a for-profit business based within City of Newburgh limits;
- Have 50 or fewer employees;
- Be registered to do business in the State of New York;
- Be independently owned and operated and not be dominant in its field of operation;
- Have been operating in the City of Newburgh prior to March 15, 2020;
- Not be facing any pending litigation or legal action; Not have any business owners, including all managing members and/or officers, who have been convicted of financial crimes within the past three years;
- Not have received alternate federal, state, or local grant funding to cover the same costs and/or uses included in the application;
- Not be suspended or debarred from the use of federal funds;
- Not be a franchise, unless the franchise is not a subsidiary of a larger corporation

Required Documentation

The following documentation is required for *every* application.

- Grant Application Form, notarized
- Copy of IRS W-9 Tax Form
- Copies of tax returns for the three most recent completed fiscal years the business has been in operation
- Two most recent business account bank statements
- Revenue Summaries for each of the following years: 2019 (if in business), 2020, 2021, and 2022.
- Proof of payroll to verify employee numbers and wages
- All other financial documentation that provides clear evidence or proof of revenue loss due to the negative impact of COVID-19 on the business (e.g., audits for 2019 through 2021; copies of invoices demonstrating an increase in cost of operations since March 1, 2020; past-due mortgage/rent statements; past-due utility bills; copies of invoices or evidence of pandemic-related expense incurred;
- Copies of reimbursable costs per the Eligible Use of Funds, if available

RESOLUTION NO.: 82 - 2023

OF

MAY 8, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH
THE FEDERAL BUREAU OF INVESTIGATION FOR USE OF BODY-WORN CAMERAS
BY FEDERALLY-DEPUTIZED TASK FORCE OFFICERS
DURING FBI TASK FORCE OPERATIONS**

WHEREAS, the Federal Bureau of Investigation (FBI) requires federally deputized Task Force Officers (TFOs) enforcing federal law while assigned to FBI task forces under federal supervision to comply with the processes and procedures in the FBI Body-Worn Camera (BWC) Policy; and

WHEREAS, TFOs may comply with the FBI BWC policy processes and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches; and

WHEREAS, the City of Newburgh Police Department proposes to enter into a Memorandum of Agreement ("MOA") with the FBI for use of body-worn cameras by City of Newburgh Police Department personnel assigned to FBI task forces during FBI task force operations; and

WHEREAS, said MOA is annexed hereto and made part hereof and it is deemed to be in the best interests of the City of Newburgh to enter into a MOA for such purposes;

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 Memorandum of Agreement with the Federal Bureau of Investigation for use of body-worn cameras by federally-deputized task force officers during FBI operations.

**USE OF BODY-WORN CAMERAS (BWC) BY FEDERALLY-DEPUTIZED TASK
FORCE OFFICERS DURING FBI TASK FORCE OPERATIONS**

1. Federally deputized Task Force Officers (TFOs) enforcing federal law while assigned to FBI task forces under federal supervision must comply with the processes and procedures in the attached FBI BWC policy, including those covering authorized use and activation of BWCs by TFOs in FBI cases.
2. TFOs may comply with the attached BWC policy processes and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
3. TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with subsection 6.2 of the attached BWC policy before, during, and after any FBI pre-planned arrests or searches.
4. TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
5. Agency heads intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

SIGNATORIES:

Todd Venning, City Manager/CEO
City of Newburgh

Date: _____

Special Agent in Charge
New York Office
Federal Bureau of Investigation

Date: _____



(U) FEDERAL BUREAU OF INVESTIGATION
(U) POLICY NOTICE

(U) Body-Worn Cameras Policy Notice
(U) 1216N

(U) General Information

(U) Proponent	Operational Technology Division
(U) Publication Date	2022-07-16
(U) Review Date	2023-01-16
(U) Last Updated	N/A
(U) Supersession	<i>Body-Worn Cameras Policy Notice (1202N)</i>

1. (U) Authorities

- (U) [Deputy Attorney General \(DAG\) Memorandum, "Body-Worn Camera Policy" \(June 7, 2021\)](#)
- (U) [The Attorney General's Guidelines for Domestic FBI Operations \(AGG-Dom\)](#)
- (U) The Privacy Act
- (U) The Federal Records Act
- (U) The Freedom of Information Act (FOIA)

2. (U) Purpose

2.1. (U//FOUO) The purpose of this policy notice (PN) is to immediately implement requirements for the Federal Bureau of Investigation's (FBI) use of body-worn cameras (BWC).

2.2. (U) This PN augments existing FBI policies and practices for conducting certain law enforcement investigations (including collecting evidence and conducting interviews) but does not replace or alter any FBI policies.

2.3. (U//FOUO) This PN will be superseded by a forthcoming Body-Worn Cameras Policy Guide, which will contain comprehensive processes and procedures for the FBI's use of BWCs upon full implementation.

3. (U) Scope

3.1. (U) This PN applies to the following FBI personnel:

3.1.1. (U) Special agents (SA) who are authorized and appropriately equipped to wear and use BWCs.

3.1.2. (U) Federally deputized task force officers (TFO) who are authorized and appropriately equipped to wear and use BWCs.¹

3.1.3. (U) FBI executives overseeing personnel participating in or supporting the use of BWCs.

3.1.4. (U) All FBI personnel responsible for procuring and maintaining BWCs.

3.1.5. (U) All FBI personnel responsible for storing, redacting, and disseminating BWC recordings.

4. (U) Exemptions

4.1. (U) There are no exemptions to this PN.

4.2. (U//FOUO) Requests for departures from this PN must be submitted, reviewed, and approved in accordance with subsection 2.7 of the [Domestic Investigations and Operations Guide \(DIOG\)](#).

5. (U) Policy Statement

5.1. (U) FBI personnel must only use FBI-owned BWCs and collect, use, retain, and disseminate BWC recordings for authorized FBI purposes in accordance with the requirements and restrictions in this PN.

5.2. (U) When applying this PN during FBI pre-planned attempts to execute arrest warrants, search or seizure warrants, or other arrests (hereafter FBI pre-planned arrests and searches), SAs and TFOs must prioritize their own safety and the safety of the public over the use of BWCs. When conducting FBI pre-planned arrests and searches, SAs and TFOs must abide by the [DIOG](#), as well as any applicable policies or procedures related to law enforcement officer (LEO) or public safety. If the use of BWCs under this PN conflicts with policies or procedures related to LEO or public safety, FBI personnel must abide by the policies or procedures related to LEO or public safety instead of this PN.

5.3. (U) Nothing in this PN provides a right of public access to BWC recordings. BWC recordings are controlled by, and are the property of, the FBI and the DOJ and will be retained and managed by the FBI. The FBI and the DOJ may only release BWC recordings, including for the purposes of litigation or public dissemination, consistent with federal authorities (e.g., FOIA, Federal Rules of Criminal Procedure, Federal Rules of Civil Procedure, Privacy Act) and the FBI's and the DOJ's policies concerning federal records and discovery obligations, including investigative materials. In accordance with the [Freedom of Information Act and Privacy Act Requests Policy Directive \(1027D\)](#), the proactive release of BWC recordings must not be considered a release of information in response to a FOIA or Privacy Act request.

6. (U) Roles and Responsibilities

6.1. (U) FBI SAs and TFOs wearing FBI-owned BWCs must:

¹ (U//FOUO) This PN, in its entirety, only applies to TFOs who wear and use FBI-owned BWCs during FBI pre-planned arrests and searches. If federally deputized TFOs are required to wear their home-agencies' BWCs during FBI pre-planned arrests and searches, only [subsection 6.2](#) of this PN applies.

6.1.1. (U) Complete BWC training and policy attestations in Virtual Academy (VA) facilitated by the Training Division (TD) prior to wearing and using BWCs in FBI pre-planned arrests or searches.

6.1.2. (U) In accordance with [DIOG](#) subsections 18.7.1.6.1.6 and 19.2.3, use the [FD-888 "Law Enforcement Operations Order"](#) form to plan arrests or searches. FBI SAs and TFOs must specifically document the planned use of BWCs or, when applicable, the reason(s) for not using BWCs (see [subsection 6.1.7.](#)) on FD-888s, which must be approved by assistant special agents in charge (ASAC). If applicable, FBI SAs and TFOs must also notate departures from this PN (when approved in accordance with subsection 2.7 of the DIOG) on FD-888s.

6.1.3. (U) Make reasonable efforts to wear and activate their BWCs for the purposes of recording their actions during FBI pre-planned arrests and searches (except as described in [subsection 6.1.7.](#)).

6.1.4. (U) Make reasonable efforts to wear and activate their BWCs upon approaching subjects or premises related to FBI pre-planned arrests or searches, as determined by on-scene commanders (OSC) (or designees).

6.1.5. (U) When it is safe and practicable to do so, make reasonable efforts to wear and activate their BWCs during FBI pre-planned arrests or searches if unanticipated circumstances arise that warrant the use of BWCs (e.g., contentious or violent interactions with members of the public that could lead to the use of force).

6.1.5.1. (U) FBI SAs and TFOs may also use BWCs to record investigative activity beyond FBI pre-planned arrests or searches if circumstances develop on-scene that could adversely impact ongoing investigations, such as the destruction of evidence or obtaining of evidence that cannot be preserved by other means.

6.1.6. (U) Make reasonable efforts to deactivate their BWCs when scenes are secured (i.e., a scene is safe and under law enforcement control), as determined by OSCs (or designees).

6.1.7. (U) Not wear BWCs for any of the following:

6.1.7.1. (U) FBI pre-planned arrests or search warrants involving confidential human sources (CHS)

6.1.7.2. (U) FBI pre-planned arrests or search warrants involving undercover employees (UCE)² or covert personnel³

6.1.7.3. (U) FBI pre-planned arrests or search warrants resulting from Foreign Intelligence Surveillance Court (FISC) orders

² (U) As a general rule, the presence of authorized UCEs on-scene does not constitute grounds for a BWC exception. FBI personnel must be acting in-role UCEs for the specific operation in question in order for this exception to apply.

³ (U) For purposes of this PN, "covert personnel" includes only FBI employees who, while conducting any operational activity, must withhold or conceal their identity or affiliation with the FBI or the United States Government, or who must use an assumed name or cover identity, to further the mission of the FBI for one of the following purposes: (1) to maintain the operational security of the investigation or operation by preventing detection or knowledge of the operation by the subject, members of the public, or anyone without a need to know; (2) to protect the law enforcement sensitivity of a technique or tool being employed or supervised by an FBI employee in the course of an operational activity; (3) to ensure the personal safety of an FBI employee; (4) to maintain the viability of an FBI employee's covert status in a current or future operation; or (5) any other official purpose as determined by the OSC analogous to the above listed purposes. This exemption only applies when an employee is acting in a covert capacity for the specific operation in question. This is not a categorical exemption to be used when an individual who performs covert duties is acting in a non-covert role.

- 6.1.7.4. (U) The execution of search warrants or orders for records or data (in electronic format or otherwise) in which the execution of the warrant or order does not involve the entry of a physical location
- 6.1.7.5. (U) Searches of property lawfully in government custody or control
- 6.1.7.6. (U) FBI workplaces (i.e., field offices [FO], resident agencies [RA], and any other FBI-operated facilities) (see the [Image Capturing Devices within FBI Controlled Facilities Policy Directive \[0335D\]](#) for additional guidance)
- 6.1.8. (U) Not use BWCs to record any of the following:
- 6.1.8.1. (U) On-scene witness interviews conducted before or after FBI pre-planned arrests and searches
- 6.1.8.2. (U) On-scene actions taken by non-law enforcement persons who are assisting FBI personnel (or other law enforcement personnel) before or after FBI pre-planned arrests and searches
- 6.1.9. (U//FOUO) When it is safe and practicable to do so, immediately notify their supervisors if they are involved in or present for an agent-involved shooting (AIS) or use of force incident which may result in administrative inquiry by Inspection Division's (INSD) Office of Inspections during FBI pre-planned arrests or search warrants (see the [Shooting Incident Response Procedures Policy Directive \[0782D\]](#)).
- 6.1.10. (U//FOUO) In accordance with [DIOG](#) subsection 18.5.6.4.16, initiate FD-302s "Investigative Information That May Become Testimony" documenting the use of BWCs as soon as practicable, but no later than five business days following the conclusion of FBI pre-planned arrests or searches.
- 6.1.10.1. (U//FOUO) FD-302s must document the names of FBI SAs and TFOs who used BWCs during FBI pre-planned arrests or searches. BWC documentation requirements may be notated on arrest or operation FD-302s.
- 6.1.10.2. (U//FOUO) In the event of BWC malfunctions, FD-302s must include details of the occurrences, whether any recordings were made, and if the malfunctions were due to technical error or user error (e.g., SAs or TFOs did not activate their BWCs or initiate recordings).⁴
- 6.1.10.3. (U//FOUO) In the event that there are not enough BWCs available for SAs and TFOs at the time of provisioning, SAs and TFOs may participate in FBI pre-planned arrests or searches, but the insufficient supply of BWCs must be documented on FD-302s.
- 6.1.11. (U//FOUO) Submit completed FD-302s for approval within the applicable case files.
- 6.1.12. (U//FOUO) Return BWCs to BWC custodians (see [subsection 6.6.](#)) after completing FBI pre-planned arrests or searches.
- 6.1.13. (U) Handle all BWC recordings as electronic surveillance (ELSUR) evidence in accordance with the [Storage, Handling, and Processing of Electronic Surveillance Evidence Policy Guide \(1041PG\)](#).
- 6.1.14. (U) Prior to the release of BWC recordings outside of the FBI,, including to the United States Attorney's Office or to state or local prosecutors, review BWC recordings proposed for release for relevance (e.g., inadvertent or accidental over-recording prior to or

⁴ (U//FOUO) In the event that an SA's or a TFO's BWC malfunctions, he or she may continue to participate in the pre-planned arrest or search if his or her involvement is required to complete the operation or to ensure the safety of other law enforcement personnel during the operation.

after an FBI pre-planned arrest or search), classification level, compliance with this PN, and sensitive information, including, but not limited to, the identity of covert personnel, CHSs, or UCEs, the use of law enforcement sensitive investigative methods and techniques, or other sensitive circumstances (refer to subsection 6.4.3.3.)..

6.1.14.1. (U) Upon reviewing BWC recordings proposed for release outside of the FBI, SAs and TFO must document the conduct and results of the review on FD-302s serialized to the applicable case files. If BWC recordings contain any of the above listed material or other sensitive material, or recordings are not in compliance with this PN, SAs and TFOs must contact their chief division counsel (CDC) or associate division counsel (ADC) or their Office of General Counsel (OGC) legal advisor, as applicable, as well as the Operational Technology Division (OTD) BWC program manager (PM) for further guidance.

6.2. (U) TFOs wearing home-agency BWCs must:

6.2.1. (U//FOUO) Wear and use their home-agencies' BWCs in accordance with subsections 6.1.3 through 6.1.6 of this PN. TFOs may activate their home-agency BWCs for shorter durations of time than those dictated by OSCs and required by this PN, but such BWC recordings may not exceed those of the SAs and TFOs wearing FBI-owned BWCs. TFOs wearing and using their home-agencies' BWCs must not wear or use BWCs to record prohibited actions, persons, or events in accordance with subsections [6.1.7](#) and [6.1.8](#).

6.2.1.1. (U) In advance of TFOs wearing their home-agencies' BWC equipment during FBI pre-planned arrests or searches, task force supervisors must ensure TFOs' home agencies have provided written documentation of the following via memorandums of understanding (MOUs)⁵:

6.2.1.1.1. (U) The requirement for the TFOs to wear and use the home-agencies' BWC equipment during FBI pre-planned arrests and searches

6.2.1.1.2. (U) Agreement that their TFOs will wear and use their home-agencies' BWCs in accordance with [subsection 6.2.1](#) of this PN before, during, and after any FBI pre-planned arrests or searches

6.2.1.1.3. (U) Agreement that their TFOs will not record prohibited actions, persons, or events in accordance with subsections [6.1.7](#) and [6.1.8](#) of this PN before, during, or after any FBI pre-planned arrests or searches

6.2.2. (U//FOUO) Provide their task force supervisors with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation.

6.2.2.1. (U//FOUO) BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals. Upon receipt, SAs and TFOs must serialize obtained BWC recordings as 1As in the appropriate case file in Sentinel with information identifying the TFO who provided the recording, the time and place of the recording, and the BWC equipment used during the FBI pre-planned arrest or search.

6.2.2.2. (U//FOUO) Consistent with [Section 5](#) of this PN, in all circumstances, BWC recordings obtained from TFOs must be disseminated in accordance with all applicable federal laws, policies, and procedures (e.g., FOIA, Federal Rules of Criminal Procedure, Federal Rules of Civil Procedures, Privacy Act).

6.2.3. (U//FOUO) If their home agencies have any plans or intentions to release BWC recordings depicting conduct solely by TFOs during an FBI pre-planned arrest or search

⁵ (U) For additional guidance on drafting, reviewing, executing, administering, or maintaining MOUs, refer to the [Memorandums of Understanding and Contractual Agreements Policy Guide \(1031PG\)](#).

resulting in the serious bodily injury or death of another person, ensure their home agencies notify the special agent in charge (SAC) of the applicable FO. TFOs must ensure home agencies provide as much advance notice as possible as to the time and manner of the intended release.

6.2.3.1. (U) Following intended release notifications, assistant directors in charge (ADIC) and SACs should coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recording(s) prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims. For additional guidance on public release considerations and procedures, refer to [subsection 6.4](#).

6.3. (U) ASACs must:

6.3.1. (U) Ensure that BWCs are worn and used during FBI pre-planned arrests or searches as required by this PN.

6.3.2. (U) Ensure that FBI SAs and TFOs specifically document the planned use of BWCs, or the reason(s) for not using BWCs, on FD-888s.

6.3.3. (U) Serve as the final approvers for FD-888s, in accordance with [DIOG](#) subsection 18.7.1.6.1.1.

6.3.4. (U) If applicable, ensure that departures from this PN (when approved in accordance with subsection 2.7 of the [DIOG](#)) are notated on FD-888s.

6.3.5. (U) Establish procedures for the processes of obtaining and returning BWC equipment by SAs and TFOs for use in FBI pre-planned arrests and searches.

6.3.5.1. (U/FOUO) ASACs must designate personnel to assist in the provisioning and maintenance of BWCs within their areas of responsibility (AOR). If these individuals are not SAs or TFOs, ASACs must ensure BWC custodians have completed TD's BWC VA training prior to executing their responsibilities in accordance with [subsection 6.6](#).

6.4. (U) ADICs and SACs must:

6.4.1. (U) Ensure that BWCs are worn and used during FBI pre-planned arrests or searches as required by this PN.

6.4.2. (U) Follow the procedures outlined in the [Shooting Incident Response Procedures Policy Directive \(0782D\)](#) and instructions from INSD if an FBI SA or TFO wearing a BWC is involved in or present for an AIS or use of force incident under administrative inquiry by INSD's Office of Inspections.

6.4.3. (U) As soon as practicable after receiving notification that SAs or TFOs wearing and using BWCs have been involved in an AIS or a use of force incident under administrative inquiry by INSD's Office of Inspections, review the applicable BWC recording(s) to determine whether public release of the recording(s) is appropriate and whether redactions are required prior to release.

6.4.3.1. (U) ADICs and SACs must complete these reviews in consultation with the Deputy Director's (DD) Office, INSD, the AD of the Office of Public Affairs (OPA), the applicable U.S. Attorney's Office (USAO), and any other federal, state, local, tribal, or territorial law enforcement agencies whose personnel are captured in the recording(s).

6.4.3.2. (U) Additionally, ADICs and SACs must consult CDCs or ADCs to ensure compliance with applicable federal laws (e.g., the Federal Records Act, Privacy Act, and FOIA) and obtain a determination from the applicable USAO as to whether public release may violate any federal, local, or court rules regarding disclosure in pending investigations or prosecutions.

6.4.3.2.1. (U) To the extent any request for BWC recordings concerns pending or potential civil claims or suits concerning AIS or use of force incidents, CDCs and ADCs must, additionally, consult OGC's Civil Litigation Unit (CLU) prior to the redaction and release of any BWC recording(s).

6.4.3.2.2. (U) To ensure continuity of effort across the FBI, ADICs and SACs must consult with the Information Management Division's (IMD) Record/Information Dissemination Section (RIDS) and OGC's FOIA Litigation Unit (FLU) prior to the redaction or release of any BWC recording(s). To the extent the release of BWC recordings is pursuant to a request from an individual other than an FBI executive as described in this PN, requests for BWC recordings must be lawful under federal law, as determined by FLU, and processed by RIDS.

6.4.3.3. (U) As part of these reviews, ADICs and SACs must also determine what content, if any, must be redacted prior to public release. Redactions may be appropriate based on a variety of circumstances. For example, ADICs and SACs may authorize the redaction of BWC recordings that capture: information about sensitive investigative matters (SIM), public corruption investigations, or national security investigations; the inside of medical facilities or ongoing medical treatment; the use of sensitive or specialized techniques, minors or child sexual abuse material (CSAM); incidents under administrative inquiry by INSD's Office of Inspections (e.g., an AIS or use of force incident); or the injury or fatality of an SA or TFO. ADICs and SACs must ensure that classified information, Law Enforcement Sensitive (LES) information, and recordings capturing prohibitions (see subsections [6.1.7.](#) and [6.1.8.](#)) are either redacted prior to, or entirely withheld from, public release.

6.4.3.3.1. (U) Original BWC recordings, as well as any redacted copies, must be handled and retained in accordance with the [Storage, Handling, and Processing of Electronic Surveillance Evidence Policy Guide \(1041PG\)](#). Destruction of original BWC recordings or any redacted copies is not authorized until a retention period is established under a records schedule approved by the National Archives and Records Administration (NARA).

6.4.3.4. (U) Following the review and consultative process as outlined in this PN, the SAC or ADIC will approve the recording(s) for public release, unless the SAC or ADIC, in consultation with the DD (or designee), determines that there are specific and compelling grounds justifying withholding the release that cannot be resolved by redaction, withholding portions of the BWC recording(s), or other means. Decisions to withhold the release of BWC recording(s) in these circumstances requires approval from the DD and must be consistent with applicable federal laws (e.g., the Federal Records Act, Privacy Act, and FOIA).

6.4.3.5. (U) If the SAC or ADIC determines that exigent circumstances, including the need to maintain public safety or preserve the peace, necessitate accelerating release of BWC recordings, the ADIC or SAC must devote necessary resources to review, redact, and publicly release the BWC recording(s) at the earliest possible time, but no later than 72 hours after determining that exigent circumstances exist.

6.4.4. (U) Review and approve or deny requests for the public release of BWC recordings (unrelated to incidents involving serious bodily injury or death) following the processes described in subsections 6.4.3.1. through 6.4.3.4. of this PN.⁶

6.5. (U) OSCs (or designees), as designated per the FD-888, must:

6.5.1. (U) Ensure that BWCs are used during FBI pre-planned arrests or searches as required by this PN.

⁶ (U) This provision only applies to the public release of BWC recordings. For policy guidance on releasing information to federal crime victims, see the [Victim Services Policy Guide \(1010PG\)](#).

6.5.2. (U) Instruct SAs and TFOs to activate and deactivate their BWCs during FBI pre-planned arrests or searches in accordance with this PN.

6.5.3. (U) Follow the procedures outlined in the [Shooting Incident Response Procedures Policy Directive \(0782D\)](#) and instructions from INSD if SAs or TFOs wearing or using BWCs are involved in or present for an AIS or use of force incident under administrative inquiry by INSD's Office of Inspections.

6.6. (U) BWC custodians must:

6.6.1. (U) Maintain custody of BWCs (and associated equipment) when they are not in use by SAs or TFOs for FBI pre-planned arrests or searches.

6.6.2. (U) Facilitate the issuance of BWCs to SAs and TFOs before FBI pre-planned arrests or searches.

6.6.3. (U//FOUO) After FBI pre-planned arrests or searches are completed, facilitate the return of BWCs and the transfer of BWC recordings (as soon as possible, but within ten business days) in accordance with the [Storage, Handling, and Processing of Electronic Surveillance Evidence Policy Guide \(1041PG\)](#).⁷

6.7. (U) The FBI's privacy and civil liberties officer (PCLO)⁸ must:

6.7.1. (U) Coordinate with the Information Technology Applications and Data Division (ITADD) and the OTD to conduct a Privacy Impact Assessment (PIA) on the FBI's overall use of BWCs (and associated equipment) prior to enterprise-wide deployment of BWC technology. The PIA must be completed in a manner that is approved by the DOJ chief PCLO.

6.7.2. (U) As appropriate, advise and make recommendations to the Director (and the DAG) regarding the FBI's use of BWCs (consistent with applicable privacy and civil liberties protections).

6.7.3. (U) Ensure compliance with established procedures for reviewing, investigating, and addressing complaints regarding alleged violations of privacy or civil liberties (see the [Privacy Policy Guide \[1113PG\]](#)).

6.8. (U) TD must:

6.8.1. (U) Develop and implement BWC training, in coordination with the Criminal, Cyber, Response, and Services Branch (CCRSB), the National Security Branch (NSB), the Science and Technology Branch (STB), and the Information and Technology Branch (ITB).

6.8.2. (U) Train SAs, TFOs, and BWC custodians on the proper use of BWCs (e.g., legal and policy requirements, activating and deactivating BWCs, and procedures for transferring and managing BWC recordings).

6.9. (U//FOUO) OTD and the Finance and Facilities Division (FFD), in consultation with CCRSB, NSB, and ITB, must evaluate and procure BWC equipment for FBI SAs and TFOs consistent with existing policies and procedures.

6.9.1. (U//FOUO) No other BWC equipment may be authorized for use by FBI SAs and TFOs.

⁷ (U//FOUO) In accordance with the [Technical Personnel and Technical Equipment and Use Policy \(0631DPG\)](#), this responsibility must not be completed by TTAs or telecommunication specialists (TS).

⁸ (U) The FBI's PCLO (also referred to as the FBI's senior component official for privacy [SCOP]) is currently the deputy general counsel (DGC) of OGC's Investigative and Administrative Law Branch (IALB). See the [Privacy Policy Guide \(1113PG\)](#) for additional information.

6.9.2. (U//FOUO) The BWC equipment selected by OTD must have the capability to preserve video recording data (i.e., a “buffering” period) for at least one minute prior to activation.

6.10. (U) OTD must:

6.10.1. (U//FOUO) Consult with CCRSB, NSB, and ITB to establish and implement a plan for maintenance of BWC equipment at FBI workplaces consistent with this PN.

6.10.2. (U) Make BWC recordings available to FBI personnel for use in applicable and authorized investigations.

6.10.2.1. (U) OTD personnel must complete ELSUR training in accordance with the requirements in subsection 4.15. of the [Storage, Handling, and Processing of Electronic Surveillance Evidence Policy Guide \(1041PG\)](#) prior to handling and processing BWC recordings.

6.10.3. (U) Determine the equipment and processes to be used for storage of BWC recordings, consistent with FBI policies.

6.10.4. (U) Preserve BWC recordings in a manner consistent with federal law (e.g., the Federal Records Act, Privacy Act, and FOIA) and DOJ and FBI policies and procedures.

6.10.5. (U) Complete all appropriate privacy documentation in coordination with the OGC.

6.10.6. (U) Coordinate with OGC to conduct privacy reviews of the FBI’s use of BWCs to ensure compliance with all applicable laws, regulations, and policies relating to the protection of privacy and civil liberties.

6.11. (U) IMD, in consultation with OTD and ITADD, must implement appropriate records schedules for the records generated as a result of BWC use.

7. (U) References

- (U) [DIOG](#)
- (U) [Storage, Handling, and Processing of Electronic Surveillance Evidence Policy Guide \(1041PG\)](#)⁹
- (U) [Shooting Incident Response Procedures Policy Directive \(0782D\)](#)
- (U) [Privacy Policy Guide \(1113PG\)](#)
- (U) [Technical Personnel and Technical Equipment and Use Directive and Policy Guide \(0631DPG\)](#)

8. (U) Definitions and Acronyms

8.1. (U) Acronyms

ADC	associate division counsel
ADIC	assistant director in charge

⁹ (U) The [Storage, Handling, and Processing of Electronic Surveillance Evidence Policy Guide \(1041PG\)](#) will be updated to include processes and procedures for handling BWCs as ELSUR evidence.

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AGG-Dom	<i>The Attorney General's Guidelines for Domestic FBI Operations</i>
AIS	agent-involved shooting
AOR	area of responsibility
ASAC	assistant special agent in charge
BWC	body-worn camera
CCRSB	Criminal, Cyber, Response, and Services Branch
CDC	chief division counsel
CHS	confidential human source
CLU	Civil Litigation Unit
CSAM	child sexual abuse material
DAG	Deputy Attorney General
DD	Deputy Director
DGC	deputy general counsel
DIOG	<i>Domestic Investigations and Operations Guide</i>
DOJ	Department of Justice
ELSUR	electronic surveillance [evidence]
FBI	Federal Bureau of Investigation
FFD	Finance and Facilities Division
FISC	Foreign Intelligence Surveillance Court
FLU	Freedom of Information Act Litigation Unit
FO	field office
FOIA	Freedom of Information Act
IALB	Investigative and Administrative Law Branch
IMD	Information Management Division
INSD	Inspection Division

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IPO	Internal Policy Office
ITADD	Information Technology Applications and Data Division
ITB	Information and Technology Branch
LEO	law enforcement officer
LES	Law Enforcement Sensitive
NARA	National Archives and Records Administration
NSB	National Security Branch
OGC	Office of the General Counsel
OPA	Office of Public Affairs
OSC	on-scene commander
OTD	Operational Technology Division
PCLO	privacy and civil liberties officer
PG	policy guide
PIA	Privacy Impact Assessment
PM	program manager
PN	policy notice
RA	resident agency
RIDS	Record/Information Dissemination Section
SA	special agent
SAC	special agent in charge
SCOP	senior component official for privacy
SIM	sensitive investigative matter
STB	Science and Technology Branch
TACOPS	Tactical Operations Section
TD	Training Division

TFO	task force officer
TS	telecommunication specialist
TTA	technically trained agent
UCE	undercover employee
USAO	United States Attorney's Office
VA	Virtual Academy

(U) DIOG Provision

(U) This PN is solely for the purpose of internal FBI guidance. It is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by law by any party in any matter, civil or criminal, nor does it place any limitation on otherwise lawful investigative and litigative prerogatives of the DOJ and the FBI.

(U) No policy may contradict, alter, or otherwise modify the standards of the DIOG. Requests for DIOG modifications can be made to the Internal Policy Office (IPO), pursuant to DIOG subsection 3.2.2, paragraphs (A), (B), (C), and (D).

(U) Approvals	
Sponsoring Executive Approval	
Name	Title
Antonio Santiago	Acting Assistant Director Operational Technology Division
Stakeholder Executive Approval	
Name	Title
Darrin E. Jones	Executive Assistant Director Science & Technology Branch
Final Approval	
Name	Title
Paul M. Abbate	Deputy Director

RESOLUTION NO.: 83 - 2023

OF

MAY 8, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
URGING THE NEW YORK STATE LEGISLATURE TO PASS AND
GOVERNOR KATHY HOCHUL TO SIGN
“PROHIBITION OF EVICTION WITHOUT GOOD CAUSE” (A4454/S305)**

WHEREAS, the housing affordability crisis and homelessness crisis are immediate and pressing problems both in the City of Newburgh and across the State of New York; and

WHEREAS, increased numbers of evictions threaten to impact the most vulnerable City of Newburgh residents and would put enormous pressure on Orange County’s homeless services; and

WHEREAS, A.4454, also known as Good Cause Eviction, sponsored by Assembly Member Pamela Hunter in the New York State Assembly and companion bill S.305, sponsored by State Senator Julia Salazar in the New York State Senate, would prohibit landlords from taking any action to evict, to fail to renew a lease or to remove a tenant from a housing accommodation unless it was done for a good cause; and

WHEREAS, a study by the Community Service Society found that 67% of renter households in Orange County would be protected from arbitrary evictions by Good Cause Eviction; and

WHEREAS, in October 2021 the Newburgh City Council passed a local Good Cause Eviction law based on the statewide Good Cause Eviction bill; and

WHEREAS, the Appellate Court in the Third Department and the Supreme Court in Orange County ruled that local Good Cause Eviction laws are preempted by state law which made the City of Newburgh’s local law unenforceable; and

WHEREAS, in order for City of Newburgh residents to be protected from evictions without good cause, thus allowing more tenants to stay housed, the statewide Good Cause Eviction law must be passed;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh calls on the New York State Legislature to swiftly pass and the Governor to sign A.4454/S.305 “Prohibition of Eviction without Good Cause; and

BE IT FURTHER RESOLVED, that the City Clerk shall transmit copies of this resolution to Governor Kathy Hochul, Speaker of the New York State Assembly Carl Heastie, New York State Senate Majority Leader Andrea Stewart-Cousins, Senator Robert Rolison, and Assemblyman Jonathan Jacobson encouraging and requesting that they support Prohibition of Eviction without Good Cause (A4454/S305).

STATE OF NEW YORK

4454

2023-2024 Regular Sessions

IN ASSEMBLY

February 15, 2023

Introduced by M. of A. HUNTER, L. ROSENTHAL, REYES, PRETLOW, EPSTEIN, DAVILA, CRUZ, TAYLOR, GLICK, CARROLL, BICHOTTE HERMELYN, DINOWITZ, BRONSON, HEVESI, SEAWRIGHT, KIM, JOYNER, ROZIC, DARLING, WALKER, RAMOS, JACOBSON, STECK, COLTON, COOK, AUBRY, MITAYNES, FORREST, MAMDANI, GONZALEZ-ROJAS, MEEKS, CLARK, KELLES, GALLAGHER, SIMON, ANDERSON, JACKSON, SEPTIMO, BURGOS, GUNTHER, DE LOS SANTOS, GIBBS, TAPIA, CUNNINGHAM, LUCAS, SHRESTHA -- read once and referred to the Committee on Housing

AN ACT to amend the real property law, in relation to prohibiting eviction without good cause

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property law is amended by adding a new article 6-A to read as follows:

ARTICLE 6-A

PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

Section 210. Short title.

211. Definitions.

212. Applicability.

213. Necessity for good cause.

214. Grounds for removal of tenants.

215. Preservation of existing requirements of law.

216. Waiver of rights void.

§ 210. Short title. This article shall be cited as the "Prohibition of eviction without good cause law".

§ 211. Definitions. 1. The term "housing accommodation", as used in this article shall mean any residential premises, including a mobile home or land in a mobile home park.

2. The term "landlord" as used in this article shall mean any owner, lessor, sublessor, assignor, or other person receiving or entitled to

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD00464-01-3

1 receive rent for the occupancy of any housing accommodation or an agent
2 of any of the foregoing.

3 3. The term "tenant" as used in this article shall mean a tenant,
4 sub-tenant, lessee, sublessee, assignee, manufactured home tenant as
5 defined in paragraph one of subdivision a of section two hundred thir-
6 ty-three of this chapter, an occupant of a rooming house or hotel as
7 defined in section seven hundred eleven of the real property actions and
8 proceedings law or any other person entitled to the possession, use or
9 occupancy of any housing accommodation.

10 4. The term "rent" as used in this article shall mean any consider-
11 ation, including any bonus, benefit or gratuity demanded or received for
12 or in connection with the possession, use or occupancy of housing accom-
13 modations or the execution or transfer of a lease for such housing
14 accommodations.

15 5. The term "disabled person" as used in this article shall mean a
16 person who has an impairment which results from anatomical, physiolog-
17 ical or psychological conditions, other than addiction to alcohol,
18 gambling, or any controlled substance, which are demonstrable by
19 medically acceptable clinical and laboratory diagnostic techniques, and
20 which are expected to be permanent and which substantially limit one or
21 more of such person's major life activities.

22 § 212. Applicability. This article shall apply to all housing accommo-
23 dations except:

- 24 1. owner-occupied premises with less than four units;
- 25 2. premises sublet pursuant to section two hundred twenty-six-b of
26 this chapter, or otherwise, where the sublessor seeks in good faith to
27 recover possession of such housing accommodation for his or her own
28 personal use and occupancy;
- 29 3. premises the possession, use or occupancy of which is solely inci-
30 dent to employment and such employment is being lawfully terminated; and
- 31 4. premises otherwise subject to regulation of rents or evictions
32 pursuant to state or federal law to the extent that such state or feder-
33 al law requires "good cause" for termination or non-renewal of such
34 tenancies.

35 § 213. Necessity for good cause. No landlord shall, by action to evict
36 or to recover possession, by exclusion from possession, by failure to
37 renew any lease, or otherwise, remove any tenant from housing accommo-
38 dations covered by section two hundred twelve of this article except for
39 good cause as defined in section two hundred fourteen of this article.

40 § 214. Grounds for removal of tenants. 1. No landlord shall remove a
41 tenant from any housing accommodation, or attempt such removal or exclu-
42 sion from possession, notwithstanding that the tenant has no written
43 lease or that the lease or other rental agreement has expired or other-
44 wise terminated, except upon order of a court of competent jurisdiction
45 entered in an appropriate judicial action or proceeding in which the
46 petitioner or plaintiff has established one of the following grounds as
47 good cause for removal or eviction:

48 (a) The tenant has failed to pay rent due and owing, provided however
49 that the rent due and owing, or any part thereof, did not result from a
50 rent increase which is unreasonable or imposed for the purpose of
51 circumventing the intent of this article. In determining whether all or
52 part of the rent due and owing is the result of an unreasonable rent
53 increase, it shall be a rebuttable presumption that the rent for a
54 dwelling not protected by rent regulation is unreasonable if said rent
55 has been increased in any calendar year by a percentage exceeding either
56 three percent or one and one-half times the annual percentage change in

1 the Consumer Price Index for the region in which the housing accommo-
2 dation is located, as established the August preceding the calendar year
3 in question, whichever is greater;

4 (b) The tenant is violating a substantial obligation of his or her
5 tenancy, other than the obligation to surrender possession, and has
6 failed to cure such violation after written notice that the violation
7 cease within ten days of receipt of such written notice, provided howev-
8 er, that the obligation of tenancy for which violation is claimed was
9 not imposed for the purpose of circumventing the intent of this article;

10 (c) The tenant is committing or permitting a nuisance in such housing
11 accommodation, or is maliciously or by reason of negligence damaging the
12 housing accommodation; or the tenant's conduct is such as to interfere
13 with the comfort of the landlord or other tenants or occupants of the
14 same or adjacent buildings or structures;

15 (d) Occupancy of the housing accommodation by the tenant is in
16 violation of or causes a violation of law and the landlord is subject to
17 civil or criminal penalties therefore; provided however that an agency
18 of the state or municipality having jurisdiction has issued an order
19 requiring the tenant to vacate the housing accommodation. No tenant
20 shall be removed from possession of a housing accommodation on such
21 ground unless the court finds that the cure of the violation of law
22 requires the removal of the tenant and that the landlord did not through
23 neglect or deliberate action or failure to act create the condition
24 necessitating the vacate order. In instances where the landlord does not
25 undertake to cure conditions of the housing accommodation causing such
26 violation of the law, the tenant shall have the right to pay or secure
27 payment in a manner satisfactory to the court, to cure such violation
28 provided that any tenant expenditures shall be applied against rent to
29 which the landlord is entitled. In instances where removal of a tenant
30 is absolutely essential to his or her health and safety, the removal of
31 the tenant shall be without prejudice to any leasehold interest or other
32 right of occupancy the tenant may have and the tenant shall be entitled
33 to resume possession at such time as the dangerous conditions have been
34 removed. Nothing herein shall abrogate or otherwise limit the right of a
35 tenant to bring an action for monetary damages against the landlord to
36 compel compliance by the landlord with all applicable state or municipal
37 laws or housing codes;

38 (e) The tenant is using or permitting the housing accommodation to be
39 used for an illegal purpose;

40 (f) The tenant has unreasonably refused the landlord access to the
41 housing accommodation for the purpose of making necessary repairs or
42 improvements required by law or for the purpose of showing the housing
43 accommodation to a prospective purchaser, mortgagee or other person
44 having a legitimate interest therein;

45 (g) The landlord seeks in good faith to recover possession of a hous-
46 ing accommodation located in a building containing fewer than twelve
47 units because of immediate and compelling necessity for his or her own
48 personal use and occupancy as his or her principal residence, or the
49 personal use and occupancy as principal residence of his or her spouse,
50 parent, child, stepchild, father-in-law or mother-in-law, when no other
51 suitable housing accommodation in such building is available. This para-
52 graph shall permit recovery of only one housing accommodation and shall
53 not apply to a housing accommodation occupied by a tenant who is sixty-
54 two years of age or older or who is a disabled person;

55 (h) The landlord seeks in good faith to recover possession of any or
56 all housing accommodations located in a building with less than five

1 units to personally occupy such housing accommodations as his or her
2 principal residence.

3 2. A tenant required to surrender a housing accommodation by virtue of
4 the operation of paragraph (g) or (h) of subdivision one of this section
5 shall have a cause of action in any court of competent jurisdiction for
6 damages, declaratory, and injunctive relief against a landlord or
7 purchaser of the premises who makes a fraudulent statement regarding a
8 proposed use of the housing accommodation. In any action or proceeding
9 brought pursuant to this provision a prevailing tenant shall be entitled
10 to recovery of actual damages, and reasonable attorneys' fees.

11 3. Nothing in this section shall abrogate or limit the tenant's right
12 pursuant to section seven hundred fifty-one of the real property actions
13 and proceedings law to permanently stay the issuance or execution of a
14 warrant or eviction in a summary proceeding, whether characterized as a
15 nonpayment, objectionable tenancy, or holdover proceeding, the underly-
16 ing basis of which is the nonpayment of rent, so long as the tenant
17 complies with the procedural requirements of section seven hundred
18 fifty-one of the real property actions and proceedings law.

19 § 215. Preservation of existing requirements of law. No action shall
20 be maintainable and no judgment of possession shall be entered for hous-
21 ing accommodations pursuant to section two hundred fourteen of this
22 article, unless the landlord has complied with any and all applicable
23 laws governing such action or proceeding and has complied with any and
24 all applicable laws governing notice to tenants, including without limi-
25 tation the manner and the time of service of such notice and the
26 contents of such notice.

27 § 216. Waiver of rights void. Any agreement by a tenant heretofore or
28 hereinafter entered into in a written lease or other rental agreement
29 waiving or modifying his or her rights as set forth in this article
30 shall be void as contrary to public policy.

31 § 2. Severability. If any provision of this act, or any application of
32 any provision of this act, is held to be invalid, that shall not affect
33 the validity or effectiveness of any other provision of this act, or of
34 any other application of any provision of this act, which can be given
35 effect without that provision or application; and to that end, the
36 provisions and applications of this act are severable.

37 § 3. This act shall take effect immediately and shall apply to actions
38 and proceedings commenced on or after such effective date.

STATE OF NEW YORK

305

2023-2024 Regular Sessions

IN SENATE

(Prefiled)

January 4, 2023

Introduced by Sens. SALAZAR, BRISPORT, STAVISKY, BAILEY, BRESLIN, BROUK, CLEARE, GIANARIS, GONZALEZ, HARCKHAM, JACKSON, KAVANAGH, KRUEGER, LIU, MAY, MAYER, MYRIE, RAMOS, RIVERA, SEPULVEDA, SERRANO -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary

AN ACT to amend the real property law, in relation to prohibiting eviction without good cause

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property law is amended by adding a new article 6-A to read as follows:

ARTICLE 6-A

PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

Section 210. Short title.

211. Definitions.

212. Applicability.

213. Necessity for good cause.

214. Grounds for removal of tenants.

215. Preservation of existing requirements of law.

216. Waiver of rights void.

§ 210. Short title. This article shall be cited as the "Prohibition of eviction without good cause law".

§ 211. Definitions. 1. The term "housing accommodation", as used in this article shall mean any residential premises, including a mobile home or land in a mobile home park.

2. The term "landlord" as used in this article shall mean any owner, lessor, sublessor, assignor, or other person receiving or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of the foregoing.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD00464-01-3

1 3. The term "tenant" as used in this article shall mean a tenant,
2 sub-tenant, lessee, sublessee, assignee, manufactured home tenant as
3 defined in paragraph one of subdivision a of section two hundred thir-
4 ty-three of this chapter, an occupant of a rooming house or hotel as
5 defined in section seven hundred eleven of the real property actions and
6 proceedings law or any other person entitled to the possession, use or
7 occupancy of any housing accommodation.

8 4. The term "rent" as used in this article shall mean any consider-
9 ation, including any bonus, benefit or gratuity demanded or received for
10 or in connection with the possession, use or occupancy of housing accom-
11 modations or the execution or transfer of a lease for such housing
12 accommodations.

13 5. The term "disabled person" as used in this article shall mean a
14 person who has an impairment which results from anatomical, physiolog-
15 ical or psychological conditions, other than addiction to alcohol,
16 gambling, or any controlled substance, which are demonstrable by
17 medically acceptable clinical and laboratory diagnostic techniques, and
18 which are expected to be permanent and which substantially limit one or
19 more of such person's major life activities.

20 § 212. Applicability. This article shall apply to all housing accommo-
21 dations except:

- 22 1. owner-occupied premises with less than four units;
- 23 2. premises sublet pursuant to section two hundred twenty-six-b of
24 this chapter, or otherwise, where the sublessor seeks in good faith to
25 recover possession of such housing accommodation for his or her own
26 personal use and occupancy;
- 27 3. premises the possession, use or occupancy of which is solely inci-
28 dent to employment and such employment is being lawfully terminated; and
- 29 4. premises otherwise subject to regulation of rents or evictions
30 pursuant to state or federal law to the extent that such state or feder-
31 al law requires "good cause" for termination or non-renewal of such
32 tenancies.

33 § 213. Necessity for good cause. No landlord shall, by action to evict
34 or to recover possession, by exclusion from possession, by failure to
35 renew any lease, or otherwise, remove any tenant from housing accommo-
36 dations covered by section two hundred twelve of this article except for
37 good cause as defined in section two hundred fourteen of this article.

38 § 214. Grounds for removal of tenants. 1. No landlord shall remove a
39 tenant from any housing accommodation, or attempt such removal or exclu-
40 sion from possession, notwithstanding that the tenant has no written
41 lease or that the lease or other rental agreement has expired or other-
42 wise terminated, except upon order of a court of competent jurisdiction
43 entered in an appropriate judicial action or proceeding in which the
44 petitioner or plaintiff has established one of the following grounds as
45 good cause for removal or eviction:

46 (a) The tenant has failed to pay rent due and owing, provided however
47 that the rent due and owing, or any part thereof, did not result from a
48 rent increase which is unreasonable or imposed for the purpose of
49 circumventing the intent of this article. In determining whether all or
50 part of the rent due and owing is the result of an unreasonable rent
51 increase, it shall be a rebuttable presumption that the rent for a
52 dwelling not protected by rent regulation is unreasonable if said rent
53 has been increased in any calendar year by a percentage exceeding either
54 three percent or one and one-half times the annual percentage change in
55 the Consumer Price Index for the region in which the housing accommo-

1 ation is located, as established the August preceding the calendar year
2 in question, whichever is greater;

3 (b) The tenant is violating a substantial obligation of his or her
4 tenancy, other than the obligation to surrender possession, and has
5 failed to cure such violation after written notice that the violation
6 cease within ten days of receipt of such written notice, provided howev-
7 er, that the obligation of tenancy for which violation is claimed was
8 not imposed for the purpose of circumventing the intent of this article;

9 (c) The tenant is committing or permitting a nuisance in such housing
10 accommodation, or is maliciously or by reason of negligence damaging the
11 housing accommodation; or the tenant's conduct is such as to interfere
12 with the comfort of the landlord or other tenants or occupants of the
13 same or adjacent buildings or structures;

14 (d) Occupancy of the housing accommodation by the tenant is in
15 violation of or causes a violation of law and the landlord is subject to
16 civil or criminal penalties therefore; provided however that an agency
17 of the state or municipality having jurisdiction has issued an order
18 requiring the tenant to vacate the housing accommodation. No tenant
19 shall be removed from possession of a housing accommodation on such
20 ground unless the court finds that the cure of the violation of law
21 requires the removal of the tenant and that the landlord did not through
22 neglect or deliberate action or failure to act create the condition
23 necessitating the vacate order. In instances where the landlord does not
24 undertake to cure conditions of the housing accommodation causing such
25 violation of the law, the tenant shall have the right to pay or secure
26 payment in a manner satisfactory to the court, to cure such violation
27 provided that any tenant expenditures shall be applied against rent to
28 which the landlord is entitled. In instances where removal of a tenant
29 is absolutely essential to his or her health and safety, the removal of
30 the tenant shall be without prejudice to any leasehold interest or other
31 right of occupancy the tenant may have and the tenant shall be entitled
32 to resume possession at such time as the dangerous conditions have been
33 removed. Nothing herein shall abrogate or otherwise limit the right of a
34 tenant to bring an action for monetary damages against the landlord to
35 compel compliance by the landlord with all applicable state or municipal
36 laws or housing codes;

37 (e) The tenant is using or permitting the housing accommodation to be
38 used for an illegal purpose;

39 (f) The tenant has unreasonably refused the landlord access to the
40 housing accommodation for the purpose of making necessary repairs or
41 improvements required by law or for the purpose of showing the housing
42 accommodation to a prospective purchaser, mortgagee or other person
43 having a legitimate interest therein;

44 (g) The landlord seeks in good faith to recover possession of a hous-
45 ing accommodation located in a building containing fewer than twelve
46 units because of immediate and compelling necessity for his or her own
47 personal use and occupancy as his or her principal residence, or the
48 personal use and occupancy as principal residence of his or her spouse,
49 parent, child, stepchild, father-in-law or mother-in-law, when no other
50 suitable housing accommodation in such building is available. This para-
51 graph shall permit recovery of only one housing accommodation and shall
52 not apply to a housing accommodation occupied by a tenant who is sixty-
53 two years of age or older or who is a disabled person;

54 (h) The landlord seeks in good faith to recover possession of any or
55 all housing accommodations located in a building with less than five

1 units to personally occupy such housing accommodations as his or her
2 principal residence.

3 2. A tenant required to surrender a housing accommodation by virtue of
4 the operation of paragraph (g) or (h) of subdivision one of this section
5 shall have a cause of action in any court of competent jurisdiction for
6 damages, declaratory, and injunctive relief against a landlord or
7 purchaser of the premises who makes a fraudulent statement regarding a
8 proposed use of the housing accommodation. In any action or proceeding
9 brought pursuant to this provision a prevailing tenant shall be entitled
10 to recovery of actual damages, and reasonable attorneys' fees.

11 3. Nothing in this section shall abrogate or limit the tenant's right
12 pursuant to section seven hundred fifty-one of the real property actions
13 and proceedings law to permanently stay the issuance or execution of a
14 warrant or eviction in a summary proceeding, whether characterized as a
15 nonpayment, objectionable tenancy, or holdover proceeding, the underly-
16 ing basis of which is the nonpayment of rent, so long as the tenant
17 complies with the procedural requirements of section seven hundred
18 fifty-one of the real property actions and proceedings law.

19 § 215. Preservation of existing requirements of law. No action shall
20 be maintainable and no judgment of possession shall be entered for hous-
21 ing accommodations pursuant to section two hundred fourteen of this
22 article, unless the landlord has complied with any and all applicable
23 laws governing such action or proceeding and has complied with any and
24 all applicable laws governing notice to tenants, including without limi-
25 tation the manner and the time of service of such notice and the
26 contents of such notice.

27 § 216. Waiver of rights void. Any agreement by a tenant heretofore or
28 hereinafter entered into in a written lease or other rental agreement
29 waiving or modifying his or her rights as set forth in this article
30 shall be void as contrary to public policy.

31 § 2. Severability. If any provision of this act, or any application of
32 any provision of this act, is held to be invalid, that shall not affect
33 the validity or effectiveness of any other provision of this act, or of
34 any other application of any provision of this act, which can be given
35 effect without that provision or application; and to that end, the
36 provisions and applications of this act are severable.

37 § 3. This act shall take effect immediately and shall apply to actions
38 and proceedings commenced on or after such effective date.

Res. No.

Resolution calling upon the New York State Legislature to pass, and Governor Kathy Hochul to sign, A.4454/S.305, in relation to prohibiting eviction without good cause

By

Whereas, The housing affordability crisis and homelessness crisis are immediate and pressing problems both in the city of Newburgh and across the State of New York; and

Whereas, Increased numbers of evictions threaten to impact the most vulnerable Newburgh residents and would put enormous pressure on Orange County's homeless services; and

Whereas, A.4454, also known as Good Cause Eviction, sponsored by Assemblymember Pamela Hunter in the New York State Assembly and companion bill S.305, sponsored by State Senator Julia Salazar in the New York State Senate, would prohibit landlords from taking any action to evict, to fail to renew a lease or to remove a tenant from a housing accommodation unless it was done for a good cause; and

Whereas, A study by the Community Service Society found that 67% of renter households in Orange County would be protected from arbitrary evictions by Good Cause Eviction; and

Whereas, in October 2021 the Newburgh City Council passed a local Good Cause Eviction law based on the statewide Good Cause Eviction bill; and

Whereas, the state Appellate Court ruled that local Good Cause Eviction laws are preempted by state law which made Newburgh's local law unenforceable; and

Whereas, In order for City of Newburgh residents to be protected from evictions without good cause, thus allowing more tenants to stay housed, the statewide Good Cause Eviction law must be passed; now, therefore,

Be it resolved, That the City of Newburgh Common Council calls upon the New York State Legislature to swiftly pass, and the Governor to sign, A.4454/S.305, in relation to prohibiting eviction without good cause.

RESOLUTION NO.: 84 - 2023

OF

MAY 8, 2023

**A RESOLUTION RE-APPOINTING TODD VENNING
AS CITY MANAGER OF THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Todd Venning be and hereby is appointed as City Manager of the City of Newburgh effective as of 12:00 A.M. on May 23, 2023 pursuant to City Charter Section C.5.00(A)(3). The terms and conditions of the appointment shall be memorialized in a written contract of employment as follows:

1. The term of the agreement shall be two (2) years.
2. He shall receive an annual salary gross salary of \$206,045.00 to be increased by 1.5% effective on the completion of each year of service.
3. He shall maintain residence within the City of Newburgh as required by City Charter Section C.5.00(C) and the Public Officers Law for the entire term of the appointment.
4. He shall be entitled to carry over unused vacation, personal and sick days accrued during his service as City Comptroller. He shall be entitled to the same vacation as other non-bargaining unit members as set forth in Resolution No. 293-2021 of December 13, 2021.
5. Except for vacation, personal and the sick leave carryover covered above, he shall be entitled to the same paid leave policies as other non-bargaining unit managerial employees as set forth in Resolution No. 293-2021 of December 13, 2021.
6. He shall be entitled to the same paid holidays as other non-bargaining unit managerial employees as set forth in Resolution No. 293-2021 of December 13, 2021.
7. He shall be entitled to the same health, dental, optical, life and disability insurances as other non-bargaining unit managerial employees as set forth in Resolution No. 293-2021 of December 13, 2021.
8. He shall be entitled to participate in the New York State and Local Employees' Retirement System and the New York State Deferred Compensation Plan as provided to all City employees to the extent provided by New York State law.
9. The City Council shall make an annual budget appropriation for the cost of courses, conferences and seminars for the purposes of education and professional development; to pay for dues and membership fees in the International City/County Management Association and other professional

and local civic organizations relevant to the duties of City Manager; and to pay the cost of travel expenses associated with professional and official travel to meetings, conferences and other events for the purposes of carrying out the duties of City Manager.

10. He shall be entitled to defense and indemnification of legal claims arising out of the scope of his employment as City Manager as provided to all other public officers and non-bargaining unit managerial employees as provided by Section 18 of the Public Officers Law and City Charter Section C.3.92.
11. Termination shall be in accordance with City Charter Section C.5.00(D).
12. Council shall provide 60 days' notice of non-renewal.
13. Severance, if terminated in accordance with the procedure provided in City Charter Section C.5.00 (D), shall include a payment equal to the 14 weeks at his then current salary. Upon separation from service for any reason, he shall be entitled to the same severance as provided to other non-bargaining unit managerial employees as set forth in Resolution No. 293-2021 of December 13, 2021.

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh, New York that the Mayor be and he hereby is authorized to execute a written employment agreement for the services as City Manager with Todd Venning incorporating and consistent with the terms and conditions provided in this Resolution and with applicable law.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 20____, by and between **THE CITY OF NEWBURGH**, a municipal corporation organized and existing under the laws of the State of New York and having its principal office for the transaction of business at City Hall, 83 Broadway, Newburgh, New York, hereinafter referred to as (“the City”) and **TODD VENNING** currently residing at 121 Lander Street, #4, Newburgh, New York, hereinafter referred to as (“Mr. Venning”) for the employment of Mr. Venning as City Manager of the City of Newburgh pursuant to the terms and conditions set forth in Resolution No. ____-2023 of _____, 2023:

In consideration of the mutual promises hereinafter set forth, the parties do hereby agree as follows:

Article 1. Appointment.

- A. The City agrees to employ Todd Venning as the City Manager of the City of Newburgh (hereinafter “City Manager”) for a two (2) year term to commence performing the duties of said position as of 12:00 a.m. on May 23, 2023, on a full-time basis. The parties acknowledge that the duties and responsibilities of City Manager may require performance of work starting before 8:30 a.m., or ending after 4:00 p.m., including work on Saturdays, Sundays or Holidays. The days and hours of work to be performed shall be at a minimum Monday through Friday beginning at 8:30 a.m. and ending at 4:00 p.m. comprising a workweek of thirty-five (35) hours per week.
- B. Todd Venning agrees to accept employment as City Manager of the City of Newburgh and to perform the duties and responsibilities of the position faithfully, competently and to his best ability. Mr. Venning agrees that his employment as City Manager shall be his exclusive full time employment for the term of this agreement and that he shall not be employed full time for any other employer unless or until his employment as City Manager is terminated as provided in City Charter Section C.5.00 (D), City Council Resolution No. ____-2023 of _____, 2023 and this Agreement. For purposes of this Agreement, other full time employment shall be defined as the performance of services for compensation for another person or entity on an average of thirty-five (35) hours or more per week. Mr. Venning shall not engage in any professional activity on behalf of any party other than the City without the express prior consent of the City Council.

Article 2. Residence.

The parties acknowledge the residency provisions in City Charter Section C.3.00 and C.5.00(C). Mr. Venning shall maintain residence within the City as required by the City

Charter and the Public Officers Law for the duration of the term of the Agreement as set forth is City Council Resolution No. ____-2023 of _____, 2023, Article 1(A) and Article (4) of this Agreement, and as required by the City Charter.

Article 3. Scope of Work.

Mr. Venning agrees to perform the duties and responsibilities of the position of City Manager as set forth in City Charter Section C.5.05 and Section C.5.06 and to perform other legally permissible duties and functions as the City Council may assign from time to time.

Article 4. Term of Agreement.

The term of the appointment of Mr. Venning shall commence on May 23, 2023 and end on May 22, 2025. The term of this Agreement shall not be extended except by a majority plus one vote by the entire City Council membership in accordance with City Charter Section C.5.00 (A) (2).

Article 5. Compensation.

In consideration for his agreement to serve as the City Manager, Mr. Venning shall be paid an annual salary of \$206,045.00. The annual salary shall be increased 1.5% effective on the completion of each year of service.

Article 6. Paid Leave and Benefits.

A. Paid Leave.

1. Mr. Venning shall be entitled to the same leave policies as other non-bargaining unit managerial employees as set forth in Resolution No. 293-2021 of December 13, 2021.
2. Mr. Venning shall be entitled to the same paid holidays as other non-bargaining unit managerial employees as set forth in Resolution No. 293-2021 of December 13, 2021.

B. Insurances. Mr. Venning shall be entitled to the same health, dental, optical, life and disability insurances on the same terms as other non-bargaining unit managerial employees as set forth Resolution No. 293-2021 of December 13, 2021.

C. Retirement. Mr. Venning shall be entitled to participate in the New York State and Local Employees' Retirement System and the New York State Deferred Compensation Plan as provided to all City employees to the extent provided by New York State Law.

D. Expenses.

1. Education. The City Council shall make an appropriation in the City's annual budget to pay the cost of such courses, conferences and seminars as Mr. Venning may attend for the purpose of education and professional development. The City Council shall make an appropriation in the City's annual budget to pay for Mr. Venning's membership in the International City County Management Association (ICMA) and other professional organizations or local civic organizations relevant to his duties as City Manager.
2. Travel Expenses. The City Council shall make an appropriation in the City's annual budget to pay for the expenses associated with conferences, educational and other professional courses and networking meetings, such as meals lodging, fuel, tolls and parking.
3. Defense and Indemnification. Defense and Indemnification for any and all claims, demands, actions, causes of action, liabilities, losses, judgments, fines, costs and expenses, including reasonable attorney's fees and settlement expenses, arising out of any alleged act or alleged omission which occurred or allegedly occurred while Mr. Venning was acting within the scope of his employment by the City shall be in accordance with the requirements set forth in Section 18 of the Public Officers Law and City Charter Section C.3.92. The City represents that to its knowledge no bonding is presently required under law or ordinance, but the City shall pay the cost of all bonds required of Mr. Venning as city manager if legislation requires same in the future, or if discovered to be required by existing law or ordinance.

Article 7. Conflict of Interest.

Mr. Venning represents and warrants that he has no interest nor shall he acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Mr. Venning acknowledges the provisions of Section 806 of the New York State General Municipal Law and the Ethics Law of the City of Newburgh, Chapter 34 of the Code of Ordinances of the City of Newburgh and acknowledges his continuing duty to comply with the same.

Article 8. Confidential Information.

In the course of his employment, Mr. Venning may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to City. Mr. Venning agrees that he will keep and maintain such information securely and confidentially, and not disclose such information to any third parties to the same extent that the New York State Freedom of Information Law exempts such information from disclosure unless a court order compels disclosure of such information. Mr. Venning's obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the City shall survive the termination or expiration of this Agreement. In no event shall

this article be construed to prevent disclosure of information, documents, or other things pursuant to lawful requests for same.

Article 9. Separation from Service.

- A. Termination shall be in accordance with the procedure provided in City Charter Section C.5.00 (D). If terminated in accordance with the procedure provided in City Charter Section C.5.00 (D), Mr. Venning shall be entitled to a payment equal to 14 weeks of salary at his then current salary in addition to any other payments upon severance provided in this Agreement.
- B. Upon separation from service for any reason, Mr. Venning shall be entitled to the same severance as provided to other non-bargaining unit managerial employees as set for the in Resolution No. 293-2021 of December 13, 2021.
- C. The City Council shall provide Mr. Venning with at least 60 days' notice that it does not intend to renew this agreement and/or re-appoint Mr. Venning as City Manager. If the City Council fails to give 60 days' notice of non-renewal and/or non-reappointment, Mr. Venning shall be entitled to a payment equal to 60 days' of his salary at his then current salary.
- D. The severance payments due under this Article 9 shall be payable no later than 30 days from date of separation from service.

Article 10. Construction, Governing Law and Dispute Resolution.

- A. Construction. Nothing in this Agreement shall conflict with the City Charter of the City of Newburgh. If any term or provision of this Agreement varies from the requirements of the City Charter then the provisions of the City Charter shall govern.
- B. Governing Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of New York, without regard to its conflict of laws principles.
- C. Venue. Mr. Venning shall render all Services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Services are rendered. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided in accordance with New York law in a court of competent jurisdiction located in the County of Orange, State of New York.

Article 11. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

This Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 12. Modification.

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

Article 13. Severability.

If any clause, sentence, paragraph, section, provision, or any portion thereof, contained in this Agreement shall be adjudged by any court of competent jurisdiction to be unconstitutional, invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, or portion thereof, shall be confined in its operation to the clause, sentence, paragraph, section, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered and such judgment shall not affect the remainder of this Agreement, which and shall remain in full force and effect.

Article 14. Titles.

The titles of the paragraphs of this agreement are for convenience only and shall not affect the meaning or interpretation of the paragraphs.

Article 15. Notice.

All notices or other communication required or permitted to be given pursuant to the Agreement shall be in writing and shall be deemed given when delivered by hand or five (5) business days if sent by certified mail, return receipt requested or the next business day if sent by generally recognized, pre-paid overnight mail service.

If to the City:

If to Mr. Venning:

Torrance Harvey, Mayor
City of Newburgh
83 Broadway
Newburgh, NY 12550

With a copy to:

Michelle Kelson, Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

With a copy to:

Article 16. Waiver.

The failure of either party to enforce any rights hereunder shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver, which has been signed by the party to be charged. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

BY: _____
Torrance Harvey
Mayor

BY: _____
Todd Venning

Approved as to form:

Witnessed:

MICHELLE KELSON
Corporation Counsel

LORENE VITEK
City Clerk

JANICE GASTON
Comptroller

Seal

RESOLUTION NO.: 85 - 2023

OF

MAY 8, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PAYMENT OF CLAIM WITH RONALD J. PACHECO
IN THE AMOUNT OF \$150,000.00**

WHEREAS, Ronald J. Pacheco brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Ronald J. Pacheco in the total amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.