



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
March 10, 2014
7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Communications:

4. Approval of the minutes of the meeting of February 24, 2014

Public Hearings:

5. Continuation of the public hearing concerning a local law amending Section C3.00 entitled "municipal officers enumerated", rescinding Article XIII entitled "the Department of Human Services" in its entirety and replacing said Article XIII to provide for the creation of "the Department of Parks and Recreation" within the Charter of the City of Newburgh.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

6. Resolution No. 46-2014
A resolution authorizing the transfer of real property to the Newburgh Community Land Bank.
7. Resolution No. 47-2014
A resolution approving a memorandum of understanding with Local 589 International Association of Fire Fighters to provide certain additional benefits to members who have been called to active military duty.

8. Resolution No. 48-2014
A resolution authorizing the interim City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited pre-renovation asbestos and lead paint surveys for the roof replacement project at the Activity Center at a cost of \$2,725.00.

9. Resolution No. 49-2014
A resolution amending Resolution No. 247-2013, the 2014 Budget for the City of Newburgh, New York to allocate \$5,000.00 from City Manager to Police Department for the purpose of funding the temporary part-time grant coordinator from March 1, 2014 to March 31, 2014.
10. Resolution No. 50-2014
A resolution of the City Council of the City of Newburgh expressing support for the 5 Scobie Drive Industrial Park project.
11. Resolution No. 51-2014
A resolution authorizing the Interim City Manager to apply for and to accept if awarded, a FY2014 Economic Development Assistance Grant from the U.S. Department of Commerce Economic Development Administration in an amount not to exceed \$3,275,000.00 for the 5 Scobie Drive Industrial Park Infrastructure Improvements project.
12. Resolution No. 52-2014
A resolution authorizing the Interim City Manager to enter into an agreement with the Unified Court System for State reimbursement in an amount subject to approval by the New York State Comptroller for the period April 1, 2013 to March 31, 2018 for court cleaning and minor repairs
13. Resolution No. 53-2014
A resolution of the City Council of the City of Newburgh declaring its intent to be lead agency under the State Environmental Quality Review Act for the West Trunkline Sewer Corridor Improvements project, declaring the project to be a Type I action, considering a full environmental assessment form and referring same to other interested and involved agencies.
14. Resolution No. 54-2014
A resolution declaring four iPad2 tablets as surplus and authorizing sale to members of the City Council at a purchase price of \$150.00 each.
15. Resolution No. 55-2014
A resolution to authorize a settlement in the matter of Cornelius Stubbs against the City of Newburgh in an amount to not exceed \$5,000.00

16. Resolution No. 56-2014
A resolution authorizing the Interim City Manager to execute a payment of claim with Allstate Insurance Company a/s/o Raymond Mott in the amount of \$4,377.24.
17. Resolution No. 57-2014
A resolution to authorize a settlement in the matter of Tanya Rhode against the City of Newburgh in the amount of \$7,500.00.
18. Resolution No. 58-2014
A resolution authorizing the Interim City Manager to enter into an agreement with Ernest Swiger Consulting, Inc. for professional consulting services in an amount not to exceed \$34,000.00 to develop the CDBG 2015-2019 Consolidated Plan.
19. Resolution No. 59-2014
A resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the year 2011 relative to 322 Robinson Avenue.
20. Resolution No. 60-2014
A resolution authorizing the repurchase of real property known as 318 North Montgomery Street at private sale to Christian D. Garrison and Erin Garrison.
21. Resolution No. 61-2014
A resolution authorizing the repurchase of real property known as 13 Poplar Street at private sale to Israel Rivera and Theresa Lopez.
22. Resolution No. 62-2014
A resolution authorizing the repurchase of real property known as 204 South Street at private sale to Doda Vucinic.
23. Resolution No. 63-2014
A resolution authorizing the repurchase of real property known as 53 South Robinson Avenue at private sale to Dora Tillman.
24. Resolution No. 64-2014
A resolution approving the consent judgment and authorizing the Interim City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Index Nos. 8239-2009, 8000-2010, 7002-2011, 5831-2012 and 5945-2013, involving Section 41, Block 1, Lot 2 and Section 41, Block 1 Lot 3 (Britain Woods Newburgh, LLC).

Old Business:

25. Local Law No. 1-2014

A local law amending Section C3.00 entitled "Municipal Officers Enumerated", rescinding Article XIII entitled "the Department of Human Services" in its entirety and replacing said Article XIII to provide for the creation of "the Department of Parks and Recreation" within the Charter of the City of Newburgh.

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 46 - 2014

OF

MARCH 10, 2014

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE NEWBURGH COMMUNITY LANDBANK**

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh that the sale of the properties on the list attached hereto as Schedule "A" to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule "B"; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcels are not required for public use.

SCHEDULE "A"

| SECTION | BLOCK | LOT | STREET NUMBER | STREET |
|---------|-------|-----|---------------|------------------|
| 30 | 3 | 7 | 48 | Lander Street |
| 30 | 3 | 6 | 50 | Lander Street |
| 30 | 1 | 20 | 19 | S. Miller Street |
| 30 | 2 | 39 | 24 | S. Miller Street |
| 30 | 2 | 42 | 30 | S. Miller Street |
| 30 | 1 | 11 | 37 | S. Miller Street |
| 30 | 2 | 50 | 46 | S. Miller Street |
| 30 | 2 | 51 | 48 | S. Miller Street |

“SCHEDULE B”

**Priorities Concerning the Disposition of Properties
Newburgh Community Land Bank**

The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the City of Newburgh, the laws of the state of New York, the articles of incorporation and bylaws of the City of Newburgh Land Bank, and the public purposes set forth therein.

As approved by the Board of Directors on September 19, 2012.

1. Priorities Concerning the Disposition of Properties

The disposition of properties shall be based upon a combination of three different factors. The first factor involves the intended or planned use of the property. The second factor considers the nature and identity of the transferee of the property. The third factor addresses the impact of the property transfer on the short and long term neighborhood and community development plans. Within each factor is a ranking of priorities. The disposition of any given parcel will be based upon an assessment of the most efficient and effective way to maximize the aggregate policies and priorities. The Board and Staff of the Land Bank shall at all times retain flexibility in evaluating the appropriate balancing of the priorities for the use of property, priorities as to the nature of the transferee of properties, and priorities concerning neighborhood and community development.

Priorities for Use of Property

1. Quality housing.
2. Return of the property to productive tax paying status.
3. Commercial and mixed use development.
4. Long term "banking" of properties for future strategic uses.
5. Provision of financial resources for operating functions of the Land Bank.

Priorities as to the Nature of the Transferee

1. Individuals who will own and occupy the residential property.
2. Qualified Landlords or real estate investors.
3. Qualified real estate developers; Entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporations and a private for-profit entity.
4. Businesses that will own and occupy commercial property.
5. Qualified nonprofits corporations that will hold title to the property on a long-term basis (primarily rental properties) or hold title to the property for purposes of subsequent redevelopment and re-conveyance to private third parties for homeownership.
6. Local government entities for public purpose use.

2. Land Disposition Policies

These policies pertain to transfers of property that may be vacant, improved or ready to occupy.

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the Treasurer shall be ineligible to be the transferee of such property from the Treasurer.
2. The transferee must not own any real property that: a) has any unremediated citation or violation of the state and local codes and ordinances; b) a history of chronic code citations or violations of the state and local codes and ordinances; c) is tax delinquent; d) was transferred to a local government as a result of tax foreclosure proceedings.
3. The transferee must not have any judgments against them during the past 5 years regarding a landlord/tenant issue.
4. All tax incentives and financing necessary for the development to be completed must be committed for the development prescribed in the development agreement prior to actual disposition.
5. Options to purchase real estate may be available for a specified percentage of the purchase price with a negotiated time frame to be determined by the Land Bank. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the Land Bank pertaining to property transfers.
6. A precise narrative description of future use of the property is required. The future use must be in-line with local development plans. The development agreement shall apply to stated use.
7. The proposed use must be consistent with current zoning requirements or a waiver for non-conforming use is a condition precedent to the transfer.
8. Transactions shall be structured in a manner that permits the Land Bank to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time. Such restrictions may be enforced, in certain cases, through reliance on subordinate financing held by the Land Bank.
9. Any non-local residents or entities with a local agent may acquire Land Bank property only with an enforceable plan to place the property into immediate productive use (meaning the property is to be occupied immediately or with the immediate commencement of some form of development project that fits the stated mission of the Land Bank). This applies to all real property.

10. Any exception to the policies governing disposition shall be taken to the governing body of the Land Bank for approval.
11. If code or ordinance violations exist with respect to the property at the time of the transfer, the development or transfer agreements shall specify a maximum period of time for elimination or correction of such violations, with the period of time be established as appropriate to the nature of the violation of the anticipated redevelopment or reuse of the property.
12. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).
13. The Land Bank will consider 'Land Leasing' as a method of disposition in any transactions.
14. Where part or all of the consideration for the transfer is the prospective affordability of the housing units, affordability requirements may be set forth in the transfer agreement and enforceable through recorded covenants, conditions or limitations upon title.

The following additional policies shall apply to properties to be transferred to individual transferees as part of a homeownership program.

1. The owner-occupant must complete renovations and move into the structure with in a time frame negotiated by the Land Bank.
2. The property may not be used solely as rental property.
3. For properties transferred for cash consideration below full fair market value of the property, the owner-occupant must reside in the property as his or her primary residence for at least a 5-year period. If the property is sold prior to the 5-year period, the transferee must either:
 - a) sell the property for no more than the purchase price from the Land Bank plus all cost of property improvements; or
 - b) repay the land bank the difference between the purchase price and the initial fair market value.

RESOLUTION NO.: 47 - 2014

OF

MARCH 10, 2014

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH THE LOCAL 589 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
TO PROVIDE CERTAIN ADDITIONAL BENEFITS
TO MEMBERS WHO HAVE BEEN CALLED TO ACTIVE MILITARY DUTY**

WHEREAS, the City of Newburgh and the Local 589 International Association of Fire Fighters (hereafter "Local 589"), are parties to a collective bargaining agreement; and

WHEREAS, Firefighters Matthew C. Morris and Jose Palomino of the Local 589 have been called to active duty in support of Operation Enduring Freedom and will be required to interrupt their regular City employment; and

WHEREAS, the City Council of the City of Newburgh wishes to grant certain additional benefits to such employees; and

WHEREAS, the City Council has reviewed the terms of the Memoranda of Understanding, copies of which are annexed hereto, and has consulted with the representatives of the City, who have recommended that the City Council approve the agreements;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh, the Memoranda of Understanding annexed hereto, or in substantially the same form; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh hereby extends its pride, gratitude, appreciation and admiration to every member of the Local 589 called to active duty on behalf of this Country.

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE LOCAL 589
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND
THE CITY OF NEWBURGH

WHEREAS, the CITY OF NEWBURGH (CITY) and THE LOCAL 589 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (LOCAL 589), are desirous of entering into an agreement between the parties to provide for extended military benefits for Firefighter Matthew M. Morris who is a military reservist and has been federally activated to military duty in support of Operation Enduring Freedom mandated by New York State Military Law.

IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Members of the Local 589 IAFF ordered to active military duty (including ordered service in the reserve force) in support of Operation Enduring Freedom, shall be entitled to receive the following benefits:
 - a) Members who have exhausted their entitlement to paid military leave under Section 242 of the Military Law shall be entitled to an additional thirty (30) calendar days or twenty-two (22) working days of supplemental military leave at full pay, whichever is greater, in any one calendar year, not exceeding in total sixty (60) calendar days for any one continuous period of absence;
 - b) Members who have exhausted their entitlement to the paid leave set forth in paragraph (a) above shall be entitled to military leave at reduced pay, which shall be the difference between the employee's rate of pay prior to their date of activation and compensation they receive as a result of active duty;
 - c) Members shall receive the same individual or family health insurance benefits provide pursuant to the Collective Bargaining Agreement, as received by such members prior to their date of activation;
 - d) Members shall accrue vacation leave during the period they receive benefits pursuant to this Memorandum.

2. The benefits provide in paragraph 1 of this Memorandum shall be in effect from March 6, 2014 to and including April 10, 2015, unless the employee receives subsequent orders from the Department of Defense reducing or extending his period of activation.

3. The parties agree and acknowledge that this agreement shall not establish any past practice or precedent for members called for active military duty for any reason other than the events of September 11, 2001, the currently ongoing overseas conflicts in Iraq, Afghanistan and related areas and in support of Operation Enduring Freedom.

Dated: March , 2014
 Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

By: _____
 JAMES A. SLAUGHTER, INTERIM CITY MANAGER

LOCAL 589 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

By: _____
 TIM HAGER, PRESIDENT

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE LOCAL 589
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND
THE CITY OF NEWBURGH

WHEREAS, the CITY OF NEWBURGH (CITY) and THE LOCAL 589 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (LOCAL 589), are desirous of entering into an agreement between the parties to provide for extended military benefits for Firefighter Jose Palomino who is a military reservist and has been federally activated to military duty in support of Operation Enduring Freedom mandated by New York State Military Law.

IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

4. Members of the Local 589 IAFF ordered to active military duty (including ordered service in the reserve force) in support of Operation Enduring Freedom, shall be entitled to receive the following benefits:
 - e) Members who have exhausted their entitlement to paid military leave under Section 242 of the Military Law shall be entitled to an additional thirty (30) calendar days or twenty-two (22) working days of supplemental military leave at full pay, whichever is greater, in any one calendar year, not exceeding in total sixty (60) calendar days for any one continuous period of absence;
 - f) Members who have exhausted their entitlement to the paid leave set forth in paragraph (a) above shall be entitled to military leave at reduced pay, which shall be the difference between the employee's rate of pay prior to their date of activation and compensation they receive as a result of active duty;
 - g) Members shall receive the same individual or family health insurance benefits provide pursuant to the Collective Bargaining Agreement, as received by such members prior to their date of activation;
 - h) Members shall accrue vacation leave during the period they receive benefits pursuant to this Memorandum.

5. The benefits provide in paragraph 1 of this Memorandum shall be in effect from March 1, 2014 to and including September 30, 2014, unless the employee receives subsequent orders from the Department of Defense reducing or extending his period of activation.

6. The parties agree and acknowledge that this agreement shall not establish any past practice or precedent for members called for active military duty for any reason other than the events of September 11, 2001, the currently ongoing overseas conflicts in Iraq, Afghanistan and related areas and in support of Operation Enduring Freedom.

Dated: March , 2014
 Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

By: _____
 JAMES A. SLAUGHTER, INTERIM CITY MANAGER

LOCAL 589 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

By: _____
 TIM HAGER, PRESIDENT

RESOLUTION NO.: 48 -2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR LIMITED PRE-RENOVATION ASBESTOS AND LEAD PAINT SURVEYS FOR THE
ROOF REPLACEMENT PROJECT AT THE ACTIVITY CENTER
AT A COST OF \$2,725.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for limited pre-renovation asbestos and lead paint surveys in connection with roof renovations for the Activity Center located within Delano-Hitch Recreation Park; and

WHEREAS, the proposal includes evaluation and asbestos sampling; and

WHEREAS, the cost for these services will be \$2,725.00 and funding shall be derived from the 2013 BAN; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited pre-renovation asbestos and lead paint surveys for the Roof Replacement Project at the Activity Center, 401 Washington Street, Newburgh, New York at a cost of \$2,725.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

February 25, 2014

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris, City Engineer

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: Recreation Center, 401 Washington Street, Newburgh, NY 12550 – 2014 Roof Replacement Project
Request for Proposal – Limited Pre-Renovation Asbestos & Lead-Based Paint Surveys

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to perform limited Pre-Renovation Asbestos & Lead-Based Paint Surveys to support the “2014 Roof Replacement Project” within specific interior and exterior locations of the above-referenced location.

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

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

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 4992-2006

NYSUCP DBE Certified

www.Qualityenv.com

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

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

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

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

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

Sincerely,



Louis N. Johnson III
Field & Technical Services
NYS/AHERA Inspector/Project Monitor
Cert. #AH 08-05954

Cc: QuES&T File

LIMITED PRE-RENOVATION ASBESTOS & LEAD-BASED PAINT SURVEYS

for

CITY OF NEWBURGH

83 Broadway

Newburgh, New York 12550

at

RECREATION CENTER –

“2014 ROOF REPLACEMENT PROJECT”

401 Washington Street

Newburgh, New York 12550

QuES&T agrees to provide the following services:

➤ **Limited Pre-Renovation Asbestos & Lead-Based Paint Surveys**

❖ **TASK #1 – Limited Asbestos Survey**

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform limited bulk sampling of suspect Asbestos-containing Materials (ACM) potentially affected by scheduled renovation/demolition activities, as described by Mr. Jason C. Morris, of the City of Newburgh, during the Pre-Inspection Walkthrough conducted on 2014-FEB-19.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) analytical protocol.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/QTEM).
- **QuES&T** will review building/structure plans and records, provided by the Owner and/or the Owner's Representative(s), for references to asbestos, ACM, PACM, suspect miscellaneous ACM or asbestos materials used in construction, renovation or repair in the affected building area(s).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Report Summary identifying estimated quantity, location, types, and condition of Asbestos-containing Materials (ACM).

QuES&T Services (CONT'D):

❖ **TASK #2 – Limited Lead-Based Paint Survey**

- Provide Niton-certified XRF Technician(s) to perform representative In-Situ measurements using a Niton Model XLP 300A XRF Meter on painted surfaces and immovable objects potentially affected by scheduled renovation/demolition activities, as described by Mr. Jason C. Morris, of the City of Newburgh, during the Pre-Inspection Walkthrough conducted on 2014-FEB-19.
- Locations and quantity of representative In-Situ measurements will be based on the observed homogeneity of painted surfaces.
- Sequential and summary reports will be provided of all surfaces tested.
- Preparation of one (1) Final Report Summary identifying lead-based paint(s), lead-containing materials, and condition of Lead-Based Paints (LBP).

The following Materials/Locations/Etc. are EXCLUDED from Scope of Inspection:

- Window/Curtain Wall Systems & associated components/materials.
- Door Systems & associated components/materials.
- Inaccessible/concealed Ceiling/Wall/Floor Cavities/Chases/Plenums & associated components/materials.
- Inaccessible/concealed HVAC Interiors & associated components/materials.
- Inaccessible/concealed Building Foundation/Slab components/materials.
- Adjacent Buildings & Properties.
- Remaining Interior/Exterior portions of building/structure.

LIMITED PRE-RENOVATION ASBESTOS & LEAD-BASED PAINT SURVEYS

for

CITY OF NEWBURGH
83 Broadway
Newburgh, New York 12550

at

RECREATION CENTER –
“2014 ROOF REPLACEMENT PROJECT”
401 Washington Street
Newburgh, New York 12550

*****ESTIMATED COSTS*****

➤ **Limited Pre-Renovation Asbestos & Lead-Based Paint Surveys**

| | |
|---|---------------------|
| Asbestos/Lead Inspector Labor (2 Inspector, ½ Day @ \$320/each) | \$ 640.00 |
| Technician Ass't Labor (1 Tech, ½ Day @ \$275/each) | No Charge |
| PLM Asbestos Bulk Sample Analysis – 20* @ \$14/layer | \$ 280.00* |
| QTEM/PLM Asbestos Bulk Sample Analysis – 30* @ \$41/layer | \$ 1,230.00* |
| 1 – Final Asbestos Summary Report w/KeyCAD Drawings | \$ 200.00 |
| XRF Lead-Analyzer Equipment (1 Day @ \$175/day) | \$ 175.00 |
| 1 – Final Lead Summary Report w/o Drawings | \$ 150.00 |
| Travel, S&H & Misc. Materials (1 Day @ \$50/day) | \$ 50.00 |
| Estimated Total: | \$ 2,725.00* |

NOTES:

1. Estimated number of samples to be collected/analyzed.
2. Client shall be charged for actual samples analyzed and services rendered.
3. Pricing based on Standard 5-Business-Day lab analysis turnaround.
4. Sample analysis turnaround commences upon laboratory receipt of samples, and excludes Holidays.
5. Pricing based on conduct of work during normal weekday “Business Hours” (M-F; 9am-5pm).
6. Additional services rendered shall be billed at attached QuES&T Unit Rates.
7. Pricing valid until December 31, 2014.

QuES&T

Quality Environmental Solutions & Technologies, Inc

I. ASBESTOS SERVICES:

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

- Sr. Principal: \$225/Hr ST; \$255/Hr OT
- Principal: \$185/Hr ST; \$225/Hr OT
- Project Manager: \$90/Hr ST/OT
- EPA/NYSDOL/NYCDEP Asbestos Inspector:
 - \$320/4-hr day Includes Calibrated Area A/S Equipment
 - \$500/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 80/hr OT
- EPA/NYSDOL Combined Project Monitor/Air Sampling Technician:
 - \$275/4-hr day Includes Calibrated Area A/S Equipment
 - \$400/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 75/hr; OT

Item 2: Asbestos Laboratory Services

- A/S Sample Analysis (PCM):
 - \$ 12/Sample Includes 72-hr turn-around of results
 - \$ 15/Sample Includes 24-hr turn-around of results
 - \$ 17/Sample Includes 6-hr turn-around of results
 - \$ 20/Sample Includes Rush turn-around of results.
- A/S Sample Analysis (AHERA-TEM):
 - \$100/Sample Includes 48-hr turn-around of results
 - \$125/Sample Includes 24-hr turn-around of results
 - \$175/Sample Includes 12-hr turn-around of results
 - \$225/Sample Includes 6-hr turn-around of results
- Bulk Sample Analysis (PLM):
 - \$ 14/Layer Includes 7 day turn-around of results
 - \$ 16/Layer Includes 5 day turn-around of results
 - \$ 20/Layer Includes 72-hr turn-around of results
 - \$ 25/Layer Includes 24-hr turn-around of results
 - \$ 30/Layer Includes 12-hr turn-around of results
 - \$ 45/Layer Includes Rush turn-around of results
- Bulk Sample Analysis (PLM-NOB):
 - \$ 16/Layer Includes 7 day turn-around of results
 - \$ 23/Layer Includes 5 day turn-around of results
 - \$ 30/Layer Includes 48-hr turn-around of results
 - \$ 40/Layer Includes 24-hr turn-around of results
 - \$ 60/Layer Includes 12-hr turn-around of results
- Bulk Sample Analysis (OTEM):
 - \$ 25/Layer Includes 7 day turn-around of results
 - \$ 50/Layer Includes 5 day turn-around of results
 - \$ 65/Layer Includes 48-hr turn-around of results
 - \$ 70/Layer Includes 30-hr turn-around of results
 - \$ 110/Layer Includes 12-hr turn-around of results

NOTE A:

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

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 4992-2006

www.Qualityenv.com

II. SAFETY & ENVIRONMENTAL SERVICES:

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

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- EPA LBP Inspector/Risk Assessor: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment
\$500/8-hr day Includes Calibrated Area A/S Equipment
\$ 80/hr; OT

Item 2: Laboratory Services

- Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA):
 - \$ 20/Sample Includes 3-5 Day turn-around of results
 - \$ 25/Sample Includes 48-hr turn-around of results
 - \$ 30/Sample Includes 24-hr turn-around of results
 - \$ 45/Sample Includes 6-hr turn-around of results
- PCB - Bulk Material Sample Analysis:
 - \$100/Sample Includes 5 Day turn-around of results
 - \$150/Sample Includes 3 Day turn-around of results
 - \$200/Sample Includes 48-hr turn-around of results
 - \$250/Sample Includes 24-hr turn-around of results

Item 3: Equipment Charges

- Niton XRF: \$175/Day
- Electrical Generator: \$ 75/Day (2-Day Minimum)
- SCBA: \$300/Day
- Confined Space Tripod: \$ 150/Day

NOTE A:

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

III. INDUSTRIAL HYGIENE SERVICES:

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

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- Industrial Hygiene Scientist/CBST: \$125/Hr ST; \$150/Hr OT
- Project Manager: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment
\$500/8-hr day Includes Calibrated Area A/S Equipment
\$ 80/hr; OT

Item 2: Microbiological Laboratory Services

- Air Sample Analysis (Total Spore Counts):
 - \$120/Sample Includes same-day turn-around of results
 - \$100/Sample Includes 24-48 hr turn-around of results
 - \$ 80/Sample Includes 5-7 day turn-around of results
- Air Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 70/Sample Enumeration & Identification to genus or species
 - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Air Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 70/Sample Enumeration & Identification to genus or species
- Bulk/Swab Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 90/Sample Enumeration & Identification to genus or species
 - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Bulk/Swab Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
 - \$ 90/Sample Enumeration & Identification to genus or species
- Other Microbiological Services and PCR Technology Available: CALL FOR PRICING
- Additional Industrial Hygiene Services Available: CALL FOR PRICING AND CAPABILITIES

Item 3: Equipment Charges

- Anderson Air Sampler: \$125/Day (Single Stage N-6 Impactor)
- Boroscope: \$ 50/Day
- 4-Gas Monitor w PID: \$200/Day
- Infrared Camera: \$225/Day
- Delinhorst BD-2100: \$100/Day (Moisture Survey Meter)
- ASHRAE IAQ Meter: \$200/Day
- PM-10 Impactor/Sampler: \$125/Day
- Additional Equipment: Call For Pricing

NOTE A:

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

IV. MISCELLANEOUS SERVICES

Item 4: Miscellaneous Services

- Asbestos/Lead/Environmental 'Letter' Report w/o Drawings - \$150/each.
- Asbestos/Lead/Environmental 'Letter' Report w/KeyCAD Drawings - \$200/each.
- Asbestos/Lead/Environmental 'Final Report' w/o Drawings - \$250/each.
- Asbestos/Lead/Environmental 'Final Report' w/KeyCAD Drawings - \$300/each.
- Abatement Specifications / AutoCAD / Bidding Process - Priced Based on Scope of Work.
- Conduct Onsite Bid Walkthrough w/Prospective Contractors - Priced Based on Scope of Work.
- Travel & Misc. Materials - Actual Mileage (@ \$0.550/mile) plus Actual Tolls & Parking.
- Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays.

RESOLUTION NO.: 49 - 2014

OF

MARCH 10, 2014

A RESOLUTION AMENDING RESOLUTION NO.: 247-2013,
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ALLOCATE \$5,000.00 FROM CITY MANAGER TO POLICE DEPARTMENT FOR
THE PURPOSE OF FUNDING THE TEMPORARY PART-TIME GRANT
COORDINATOR FROM MARCH 1, 2014 TO MARCH 31, 2014

WHEREAS, by Resolution No.: 3-2014 of January 13, 2014, this Council amended Resolution No.: 247-2013, the 2014 Budget of the City of Newburgh, to provide funding for a temporary part-time grant coordinator from January 1, 2014 until February 28, 2014 until the full-time grant coordinator is appointed; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to continue to fund a temporary part-time grant coordinator position from March 1, 2014 until March 31, 2014 until a full-time grant coordinator is appointed;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 247-2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows:

| | <u>Decrease</u> | <u>Increase</u> |
|---|-----------------|-----------------|
| A.1230.0101 City Manager - Salary | \$2,000.00 | |
| A.3120.0102 Police Department - Part time | | \$2,000.00 |

RESOLUTION NO.: 50 -2014

OF

MARCH 10, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING SUPPORT FOR THE 5 SCOBIE DRIVE INDUSTRIAL PARK PROJECT**

WHEREAS, by Resolution No. 143-2012 of August 13, 2012, Resolution No. 234-2012 of December 10, 2012 and Resolution No. 19-2013 of January 28, 2013, the City Council of the City of Newburgh memorialized its support of the proposal submitted by the City of Newburgh Industrial Development Agency ("the IDA") for the relocation and expansion of Hudson Valley Lighting to 5 Scobie Drive, including authorizing the City Manager to negotiate and execute on behalf of the City of Newburgh a land transfer agreement; and

WHEREAS, by Resolution No.: 160-2013 of August 1, 2013, the City of Newburgh authorized the Interim City Manager to apply for and accept if awarded a grant in support of the development of 5 Scobie Drive in the Consolidated Funding Application process; and

WHEREAS, the 5 Scobie Drive Project was designated as a Priority Project by the Hudson Valley Regional Economic Development Council; and

WHEREAS, the 5 Scobie Drive Industrial Park Infrastructure Improvements Project received an award of \$250,000.00 in the 2013 Consolidated Funding Application cycle; and

WHEREAS, the Project involves a public/private infrastructure partnership between an existing business, Hudson Valley Lighting d/b/a Scobie Partners, the City of Newburgh and the City of Newburgh Industrial Development Agency and requires the remediation of a former landfill for which Scobie Partners has entered into a Brownfields Clean Up Program Agreement with the NYS Department of Environmental Conservation to investigate and remediate the site; and

WHEREAS, the successful completion of the Project will provide for the relocation and expansion of Scobie Partners successful existing Hudson Valley Lighting business and help create a "shovel ready" business park with newly installed publicly operated infrastructure, which will retain hundreds of jobs within New York State and create up to 50 new jobs of the kind that City of Newburgh residents need and are qualified for and will foster and support advanced manufacturing, retain and support mature industry/distribution facilities, improve regional infrastructure/construction jobs, support our urban center, and leverage public-private resources;

NOW, THEREFORE, BE IT RESOLVED, that this City Council of the City of Newburgh, New York does hereby express its continued support for the 5 Scobie Drive Industrial Park Project and its potential benefits being in the best interests of the City of Newburgh and its further development.

RESOLUTION NO.: 51 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A FY 2014 ECONOMIC DEVELOPMENT
ASSISTANCE GRANT FROM THE U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION IN AN AMOUNT NOT TO EXCEED
\$3,275,000.00 FOR THE 5 SCOBIE DRIVE INDUSTRIAL PARK
INFRASTRUCTURE IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh, the City of Newburgh Industrial Development Agency and Hudson Valley Lighting, d/b/a Scobie Partners, are collaborating in the redevelopment of a brownfield site to an industrial park to include the relocation and expansion of Hudson Valley Lighting known as the 5 Scobie Drive Project; and

WHEREAS, the 5 Scobie Drive Project was designated as a Priority Project by the Hudson Valley Regional Economic Development Council; and

WHEREAS, the 5 Scobie Drive Industrial Park Infrastructure Improvements Project received an award of \$250,000.00 in the 2013 Consolidated Funding Application cycle; and

WHEREAS, this 5 Scobie Drive Industrial Park Infrastructure Improvements Project will support and compliment the redevelopment of the entire site by providing infrastructure expansion and upgrades with additional infrastructure capacity created for adjoining industrially zoned properties; and

WHEREAS, additional funding is required to complete the infrastructure expansion and upgrades; and

WHEREAS, the City, the IDA and Scobie Partners propose to submit a joint application for funding to the U.S. Department of Commerce, Economic Development Administration in an amount not to exceed Three Million Two Hundred Seventy-Five Thousand (\$3,275,000.00) Dollars for the Project; and

WHEREAS, any matching funds required by the grant shall be derived from the contribution of Scobie Partners;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded a FY2104 Economic Development Assistance Grant from the U.S. Department of Commerce Economic Development Administration in support of the 5 Scobie Drive Industrial Park Improvements Project in an amount not to exceed Three Million Two Hundred Seventy Five Thousand (\$3,275,000.00) Dollars; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the Interim City Manager be and he is hereby authorized to engage professional consulting services as necessary and appropriate to administer the grant proceeds and facilitate the management of the Project.

RESOLUTION NO. 52 - 2014

OF

MARCH 10, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE PERIOD APRIL 1, 2013 TO MARCH 31, 2018
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY**

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, pursuant to Resolution No. 153-99, the City of Newburgh entered into an agreement with the State of New York Unified Court System ("UCS") for the purpose of obtaining cleaning services for the interior of the Newburgh City Court as well as minor and emergency repairs to that facility; and

WHEREAS, pursuant to Resolution No. 196-2002, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2003 and terminating on March 31, 2008; and

WHEREAS, pursuant to Resolution No. 34-2009, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2008 and terminating on March 31, 2013; and

WHEREAS, pursuant to said Agreement the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2013 to March 31, 2018, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York UCS, to provide the City with monetary reimbursement in the amount and for the period stated therein.

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
CITY OF NEWBURGH**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Newburgh
83 Broadway
Newburgh, NY 12550

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the

City of Newburgh Courthouse ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

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

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2013** for a maximum of five (5) years through **March 31, 2018**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2013** and terminate on **March 31, 2014**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds four (4) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Nancy Mangold, District Executive
Unified Court System
9th Judicial District Administrative Office
111 Dr. Martin Luther King Blvd.
White Plains, NY 10601

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300363

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
City of Newburgh

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name:

Title:

Dated: _____

Maureen McAlary, Director

Division of Financial Management

Dated: _____

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
- In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form
 (Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2013-March 31, 2014

Name of County or City: City of Newburgh

| List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space) | Owned or Leased | | Total Building Net Usable Square Feet | Court Spaces to be Cleaned and Repaired Pursuant to this Budget Court Related | Aid Eligible Percentage |
|--|-----------------|--------|---|---|----------------------------|
| | Owned | Leased | | | |
| Newburgh City Courthouse 300 Broadway, Newburgh, NY 12550 | | | 55,000 | 55,000 | 100% |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Combined | | | 55,000 | 55,000 | 100% |

Note: Divide Court SF by Total SF for percent

| Anticipated Changes in Location or Space Utilization: Name and Address of Affected Building(s) | Nature of Changes | Target Date |
|---|-------------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

1 Cleaning Costs:
1(a) Service Contracts

| Budget Line # | Contractor | Type of Service | Building | Contract Amounts for Budget Period | Aid Eligible Percentage | Budget Request |
|-----------------------|---------------------------------|------------------------------|--------------|------------------------------------|-------------------------|-----------------|
| 1 | NYS Industries for the Disabled | April 2013-Mar 2014 Cleaning | 300 Broadway | \$66,000 | 100% | \$66,000 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 1(a) Subtotal: | | | | | | \$66,000 |

1(b) Local Payroll

| No. of Positions | Building | Annual Wages | Fringe Benefits | Total Personal Service Costs | Aid Eligible Percentage | Budget Request |
|-----------------------|----------|--------------|-----------------|------------------------------|-------------------------|----------------|
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 1(b) Subtotal: | | | | | | \$0 |

1(c) Supplies and Equipment

| Type of Material | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|-----------------------------|------------|---------------|---------|-------------------------|----------------|
| Misc. Toilet Paper & Towels | | | | | |
| Cleaning Products | Courthouse | 1 | \$3,000 | 100% | \$3,000 |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 1(c) Subtotal: | | | | | \$3,000 |

1(d) - Total Cleaning Costs (1a+1b+1c):

\$69,000

2 Trash Removal and Disposal
2(a) Trash Removal

| Contractor or Agency | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|-----------------------|------------|---------------|---------|-------------------------|----------------|
| 19 City of Newburgh | | | | | |
| 20 Sanitation Workers | Courthouse | 1 | \$3,500 | 100% | \$3,500 |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 2(a) Total: | | | | | \$3,500 |

2(b) Trash Disposal

| Contractor or Agency | Building | Quantity / Unit | Costs | Aid Eligible Percentage | Budget Request |
|--|----------|-----------------|-------|-------------------------|----------------|
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 2(b) Total: | | | | | \$0 |
| 2(c) - Total Trash Removal & Disposal (2a+2b): | | | | | \$3,500 |

3 HVAC Cleaning Costs
3(a) Duct Work Cleaning and Filter Changing By Service Contract

| Contractor | Type of Service | Building | Contract Amounts for Budget Period | Aid Eligible Percentage | Budget Request |
|-------------------|-----------------|------------|------------------------------------|-------------------------|----------------|
| 29 MDS-HVAC-R Inc | | Courthouse | \$2,000 | 100% | \$2,000 |
| 30 | | | | | |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |

3(a) Subtotal:

\$2,000

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

| No. of Positions | Building | Annual Wages | Fringe Benefits | Total | | Aid Eligible Percentage | Budget Request |
|------------------|----------|--------------|-----------------|------------------------|--|-------------------------|----------------|
| | | | | Personal Service Costs | | | |
| 35 | | | | | | | |
| 36 | | | | | | | |
| 37 | | | | | | | |
| 38 | | | | | | | |
| 39 | | | | | | | |
| 40 | | | | | | | |
| 3(b) Subtotal: | | | | | | | \$0 |

3(c) Filter Changing - Filters Only

| Type of Material | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|------------------|----------|---------------|-------|-------------------------|----------------|
| | | | | | |
| 42 | | | | | |
| 43 | | | | | |
| 44 | | | | | |
| 45 | | | | | |
| 46 | | | | | |
| 3(c) Subtotal: | | | | | \$1,000 |

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$3,000

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$75,500

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting
 b - Painting
 c - Interior Ceilings
 d - Bathrooms
 e - Fixtures
 f - Minor Renovation
 g - Other (Identify)

Work to be Performed:

| Code | Describe Work | Building | Wages | Fringe | Supplies | Total Costs | Aid Eligible Percentage | Budget Request |
|------------|---------------|----------|-------|--------|----------|-------------|-------------------------|----------------|
| 47 | g Misc | Court | | | \$5,000 | \$5,000 | 100% | \$5,000 |
| 48 | f Misc | Court | | | \$5,000 | \$5,000 | 100% | \$5,000 |
| 49 | | | | | | | | |
| 50 | | | | | | | | |
| 51 | | | | | | | | |
| 52 | | | | | | | | |
| 53 | | | | | | | | |
| 54 | | | | | | | | |
| 55 | | | | | | | | |
| 56 | | | | | | | | |
| 57 | | | | | | | | |
| Total (5): | | | | | | | | \$10,000 |

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
 (Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$85,500**

7 Building and Property Maintenance:

7(a) Service Contracts Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

| Code | Contractor | Type Work Performed | Building | Contract | | Aid Eligible Percentage | Budget Request |
|----------------|-----------------------|--------------------------|------------|------------------------------|--------|----------------------------|-------------------|
| | | | | Amounts for Budget Period | Period | | |
| 58 | A Craig Thomas Pest | Extermination | Courthouse | \$1,500 | | 100% | \$1,500 |
| 59 | B Schindler Elevator | Repair & Maint | Courthouse | \$2,500 | | 100% | \$2,500 |
| 60 | C MDS HVAC | Repairs | Courthouse | \$11,000 | | 100% | \$11,000 |
| 61 | E&F Foxmans Safe&lock | Service-Security Repairs | Courthouse | \$1,000 | | 100% | \$1,000 |
| 62 | E CDR Electronics | Security&Alarm System | Courthouse | \$2,000 | | 100% | \$2,000 |
| 63 | E Pastec | Security Cameras | Courthouse | \$5,000 | | 100% | \$5,000 |
| 64 | E NY Tel/Verizon | Alarms | Courthouse | \$2,000 | | 100% | \$2,000 |
| 65 | | | | | | | |
| 66 | | | | | | | |
| 67 | F Other/Misc | Simplex/Doors/Other | Courthouse | \$7,000 | | 100% | \$7,000 |
| 68 | | | | | | | |
| 7(a) Subtotal: | | | | | | | \$32,000 |

7(b) Local Payroll

| No. of Positions | Building | Annual Wages | Fringes | Total Costs | Aid Eligible Percentage | Budget Request |
|---------------------|---------------------------|-----------------|---------|----------------|----------------------------|-------------------|
| | | | | | | |
| 70 | 1 Snow Removal-Courthouse | \$10,000 | | \$10,000 | 100% | \$10,000 |
| 71 | 1 Landscape Courthouse | \$3,000 | | \$3,000 | 100% | \$3,000 |
| 72 | 1 Various-Courthouse | \$3,500 | | \$3,500 | 100% | \$3,500 |
| 73 | | | | | | |
| 74 | | | | | | |
| 75 | | | | | | |
| 76 | | | | | | |
| 7(b) Subtotal: | | | | | | \$16,500 |

7(c) Supplies and Equipment

| | Type of Material | Building | Quantity/Unit | Costs | Aid Eligible Percentage | Budget Request |
|----------------|-------------------|------------|---------------|---------|-------------------------|----------------|
| 77 | Misc-W.W. Granger | Courthouse | 1 | \$2,000 | 100% | \$2,000 |
| 78 | | | | | | |
| 79 | | | | | | |
| 80 | | | | | | |
| 81 | | | | | | |
| 7(c) Subtotal: | | | | | | \$2,000 |

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): \$50,500

8 Total - Building and Property Maintenance Costs: \$50,500

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) \$12,625

10 Total Proposed Direct Costs (Item 6 + Item 9): \$98,125

11 Overhead Costs (Item 10 x .05): \$4,906

12 Total Proposed Contract Amount (Item 10 + Item 11): \$103,031

13 Local Government Certification:
 I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

| | |
|------------|-----------------|
| Name: | County or City: |
| Title: | Address: |
| Signature: | |

Phone:

Date:

RESOLUTION NO.: 53 - 2014

OF

MARCH 10, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR THE WEST TRUNKLINE SEWER CORRIDOR
IMPROVEMENTS PROJECT DECLARING THE PROJECT TO BE A TYPE-I ACTION,
CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM AND REFERRING
SAME TO OTHER INTERESTED AND INVOLVED AGENCIES**

WHEREAS, the West Trunkline Sewer Corridor Improvements Project (Project) includes the following:

- cleaning and performing closed-caption televised inspections of the 54-inch West Trunkline Sewer, and 36-inch Southern Interceptor Sewer in order to evaluate the condition of and identify improvements to these sewers
- improvements may include rehabilitation of sewer sections via installation of cured-in-place pipe (CIPP) lining system and repair or replacement of sewer sections too severely deteriorated to be repaired by CIPP
- installation of manhole structures, as well as clearing and grubbing to allow for construction of new access pathway to facilitate future access to and maintenance of the sewers; and

WHEREAS, in addition to the sewer rehabilitation, stabilization and realignment of the Quassaick Creek is proposed to protect the West Trunkline Sewer from future failures as follows:

- Quassaick Creek will be realigned south of its existing channel
- Holden Dam will also be partially breached
- Additional stabilization and restoration of the Creek is proposed downstream of the rechannelization; and

WHEREAS, the Project is an "action" as defined by the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, a Part 1 of the Long Environmental Assessment Form (LEAF) has been completed and must be circulated to all Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA/SERP review of the Project; and

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

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council duly authorizes the Interim City Manager and the City's Engineer to circulate said Long Environmental Assessment Form to the following "Involved Agencies" and "Interested Agencies" under cover of the attached "Notice of Intent to Establish Lead Agency" letter for purposes of establishing Lead Agency status under SEQRA/SERP;

Involved Agencies:

- New York State Department of Environmental Conservation
- New York State Environmental Facilities Corporation
- New York State Office of Parks, Recreation and Historic Preservation
- New York State Department of Transportation
- New York State Department of Agriculture and Markets
- Town of New Windsor
- United States Army Corps of Engineers
- United States Fish and Wildlife
- Environmental Notice Bulletin c/o Business Environmental Publishing, Inc.
- CSX Transportation, Inc.

Interested Agencies:

- Orange County Planning & Development
- Orange County Land Trust
- Quassaick Creek Watershed Alliance
- City of Newburgh Planning Department

BE FURTHER RESOLVED, that the City Council duly authorizes the Interim City Manager and the City's Engineers to take all actions, serve all notices, and complete all documents in order to give full force and effect to this determination.

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows;

| | | | |
|---------------|---------------------|-------|--------|
| Judy Kennedy | Mayor | Voted | Yes/No |
| Genie Abrams | City Council Member | Voted | Yes/No |
| Regina Angelo | City Council Member | Voted | Yes/No |
| Cedric Brown | City Council Member | Voted | Yes/No |
| Cindy Holmes | City Council Member | Voted | Yes/No |
| Gay Lee | City Council Member | Voted | Yes/No |
| Karen Mejia | City Council Member | Voted | Yes/No |

The foregoing resolution was thereupon declared duly adopted.

Dated: _____

I hereby certify that this resolution was adopted on _____ and is recorded in the City of Newburgh Minute Book of the Mayor and City Council.

Lorene Vitek
City of Newburgh, City Clerk

Full Environmental Assessment Form
Part I - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Sponsor Information.

| | | |
|---|--------------|--|
| Name of Action or Project: West Trunkline Sewer Corridor Improvements Project | | |
| Project Location (describe, and attach a general location map): | | |
| Brief Description of Proposed Action (include purpose or need): <p>Provided below is a description of the proposed sewer improvements: Clearing and grubbing along the 54" West Trunkline Sewer, 36" & 42" Southern Interceptor Sewer, and 60" Combined Sewer Overflow (CSO). Cleaning and Closed Circuit Televised Inspection of these sewer sections, as well as the 36" Gravity Sewers Mill St and Robinson Ave. Rehabilitation to the aforementioned sewer sections may include replacement, spot repairs, and installation of cured-in-place pipe lining. Additionally, proposed manholes and a proposed access pathway will facilitate access and maintenance to the sewers.</p> <p>Provided below is a description of the Quassaick Creek stream restoration efforts: Proposed partial breach of Holden Dam and realignment of approximately 1,200 feet of the stream to facilitate reestablishment of a stable stream channel through the area. The realigned stream would eliminate the impounded waters behind the Dam and relocate the current stream channel away from the West Trunkline sewer. The realigned stream will provide additional protection through reduced streamflow velocities through the corridor. Additional channel and bank stabilization along approximately 1,700 feet the Creek channel downstream of the proposed channel tie-in.</p> | | |
| Name of Applicant/Sponsor: CITY OF NEWBURGH - JAMES SLAUGHTER, INTERIM CITY MANAGER | | Telephone: (845) 569-7301 |
| | | E-Mail: JSlaughter@cityofnewburgh-ny.gov |
| Address: 83 BROADWAY | | |
| City/PO: NEWBURGH | State: NY | Zip Code: 12550 |
| Project Contact (if not same as sponsor; give name and title/role): JASON MORRIS - CITY ENGINEER, Primary Contact | | Telephone: (845)-569-7447 |
| | | E-Mail: JMorris@cityofnewburgh-ny.gov |
| Address: 83 BROADWAY | | |
| City/PO: NEWBURGH | State: NY | Zip Code: 12550 |
| Property Owner (if not same as sponsor): | | Telephone: |
| | | E-Mail: |
| Address: | | |
| City/PO: | State: | Zip Code: |

B. Government Approvals

| B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.) | | |
|---|---|---|
| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
| a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees | City of Newburgh | October 2012, October 2013 |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| c. City Council, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City of Newburgh, Town of New Windsor | Spring/Summer 2014 (Sewer), Fall 2014/Winter 2015 (Stream) |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | CSX Transportation, Inc. | November 2013 |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | NYS DOT, NYSEFC, NYSDEC, NYSDOS | Spring/Summer 2014, Fall 2014/Winter 2015 (Stream) |
| h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Army Corps of Engineers, US Fish and Wildlife | Spring/Summer 2014 (Sewer), Fall 2014/Winter 2015 (Stream) |
| i. Coastal Resources. | | |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C. Planning and Zoning

| | |
|--|--|
| C.1. Planning and zoning actions. | |
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| <ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 | |
| C.2. Adopted land use plans. | |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, identify the plan(s): Remediation Sites: 336036 (American Felt and Filter), E336075 (Orange County Parcel) Quassaick Creek Watershed Management Plan (DRAFT), Hudson River Valley Greenway, City of Newburgh Future Land Use Plan (2011), Mid-Hudson Regional Sustainability Plan (2013), New York State Open Space Conservation Plan (2009), Statewide Comprehensive Outdoor Recreational Plan (2009) | |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, identify the plan(s): Orange County Open Space Plan (2004) | |

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
I-1 (Heavy Commercial, Light Industrial), W-2 (Waterfront Industrial)

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

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?
City of Newburgh Police Department

c. Which fire protection and emergency medical services serve the project site?
City of Newburgh Fire Department, Newburgh Volunteer Ambulance

d. What parks serve the project site?
Parks contiguous to the project site include Delano-Hitch Park, Aquatic Center, Hasbrouck Street Park, and Xavier Lunan Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 48.84 acres
b. Total acreage to be physically disturbed? 10 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 8.03 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

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

iii. Number of lots proposed?

iv. Minimum and maximum proposed lot sizes? Minimum Maximum

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

i. If No, anticipated period of construction: months

ii. If Yes:

- Total number of phases anticipated 2
- Anticipated commencement date of phase 1 (including demolition) Aug month 2014 year
- Anticipated completion date of final phase Oct month 2015 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

The project is split into two phases: sewer and stream. The sewer component is anticipated to begin in Summer of 2014 and will be completed independently of the stream phase. The stream phase of work is anticipated to begin in the Spring of 2015

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

| | One Family | Two Family | Three Family | Multiple Family (four or more) |
|---------------|------------|------------|--------------|--------------------------------|
| Initial Phase | _____ | _____ | _____ | _____ |
| At completion | _____ | _____ | _____ | _____ |
| of all phases | _____ | _____ | _____ | _____ |

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? Sewer repairs and installation of manholes, relocation and stabilization of Quassaick Creek
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): 3,500 cy
 • Over what duration of time? Two Years; August 2014 thru October 2015, as previously indicated
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Excavated/Dredged materials are proposed to be reused onsite where possible. Materials to be removed and disposed of offsite include suspected contaminated sediment impounded by Holden Dam, as well as existing concrete building foundation along Creek realignment.

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. Dewatering and processing of excavated materials will be necessary during the removal of any contaminated sediments at the foot of Holden Dam.

v. What is the total area to be dredged or excavated? _____ 1.0 acres
 vi. What is the maximum area to be worked at any one time? _____ 2.25 acres
 vii. What would be the maximum depth of excavation or dredging? _____ 16 feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan:
Rechannelization of the Quassaick Creek will infill the existing channel with the excavated materials for the proposed channel where possible. If sediment sampling confirms the presence of contaminants, the dredged sediment will be legally disposed of offsite. It is anticipated that all excavated materials for the sewer rehabilitation will be reused onsite. Floodplain revegetation, and seeding of disturbed access ways will be implemented during restoration.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): As part of the project scope, portions of the Quassaick Creek will be relocated south, away from the West Trunkline Sewer. Holden Pond, which will decrease in size as a consequence of breaching Holden Dam, is identified as Freshwater Pond Wetland by the USFWS National Wetlands Inventory.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Quassaick Creek and Holden Pond will be altered due to excavation, fill, and alteration of channels, banks, and shorelines. Holden Pond will be partially removed due to the partial breach of Holden Dam. The proposed improvements will marginally change the total water surface area within the project corridor. Natural channel restoration methods will be used to stabilize the realigned portions of the Creek and adjacent floodplain, eliminating the existing channelized nature of the stream.

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: Disturbances are due to dredging and excavation for new channel, as well as stream stabilization and sediment removal.

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

If Yes:

- acres of aquatic vegetation proposed to be removed: _____

- expected acreage of aquatic vegetation remaining after project completion: _____

- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

- proposed method of plant removal: _____

- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

Realignment of Quassaick Creek through new channel

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

If Yes:

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

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

If Yes:

- Name of district or service area: _____

- Does the existing public water supply have capacity to serve the proposal? Yes No

- Is the project site in the existing district? Yes No

- Is expansion of the district needed? Yes No

- Do existing lines serve the project site? Yes No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- Source(s) of supply for the district: _____

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

If, Yes:

- Applicant/sponsor for new district: _____

- Date application submitted or anticipated: _____

- Proposed source(s) of supply for new district: _____

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

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

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

If Yes:

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

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

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

If Yes:

- Name of wastewater treatment plant to be used: _____

- Name of district: _____

- Does the existing wastewater treatment plant have capacity to serve the project? Yes No

- Is the project site in the existing district? Yes No

- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ 300 Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ 40 acres (parcel size)
 ii. Describe types of new point sources. Proposed culverts will be used to convey stormwater

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 Stormwater runoff is proposed to be directed to on-site stormwater management facilities

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
 Heavy equipment (e.g., excavators) will be utilized during construction. There will be no mobile sources of air emissions after construction completion.
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

| | | | |
|-------------------------|------------------------|------------------------|-----------------------|
| i. During Construction: | | ii. During Operations: | |
| • Monday - Friday: | _____ 6 AM - 8PM _____ | • Monday - Friday: | _____ 24 hr/day _____ |
| • Saturday: | _____ 6 AM - 8PM _____ | • Saturday: | _____ 24 hr/day _____ |
| • Sunday: | _____ 6 AM - 8PM _____ | • Sunday: | _____ 24 hr/day _____ |
| • Holidays: | _____ 6 AM - 8PM _____ | • Holidays: | _____ 24 hr/day _____ |

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
 During planned construction, previously indicated between August 2014 and October 2015, noise levels will increase due to construction activities approximately 5 days per week, 14 hours per day.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: Clearing and grubbing for the sewer easement and new stream channel will remove existing vegetation. However, the project site is densely vegetated making it unlikely that the removal of vegetation will have any deleterious effects on existing noise barriers.

n.. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Utilities

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces | 0.0 | 0.0 | 0.0 |
| • Forested | 8.7 | 7.7 | -1.0 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 0.0 | 1.2 | +1.2 |
| • Agricultural (includes active orchards, field, greenhouse etc.) | 0.0 | 0.0 | 0.0 |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | 1 | 1.1 | +0.1 |
| • Wetlands (freshwater or tidal) | 0.1 | 0.0 | -0.1 |
| • Non-vegetated (bare rock, earth or fill) | 0.0 | 0.0 | 0.0 |
| • Other Describe: <u>Existing Concrete Building Foundation</u> | 0.2 | 0.0 | -0.2 |

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes, explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
 South Junior High School, Nora Cronin Presentation Academy, St. Francis of Assisi Elementary School, Liberty Street School, Healthy Kids Before/After School Program (New Windsor), Greater Hudson Valley Family Health Center, Newburgh Armory

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ 12 feet
 • Dam length: _____ 100 feet
 • Surface area: _____ 1 acres
 • Volume impounded: _____ 3 gallons OR acre-feet
 ii. Dam's existing hazard classification: A
 iii. Provide date and summarize results of last inspection:
 7/20/2010, Data taken from NYSDEC Dam Inventory for Holden Dam (ID: 195-0535B) updated 7/6/2009; Inspection Results: Debris in spillway, voids and cracks in left crest of spillway, and undesirable growth on either side of the abutments. Project scope proposes a partial breach of Holden Dam.

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
 The proposed Creek rechannelization transects a parcel (City of New Windsor, Orange County SBL: 9-1-65) which was a paper mill during the late 18th and early 19th centuries. An 1884 Sanborn Map identifies a Bleach House as part of the facility. A 1913 Sanborn Map shows sulfuric acid storage onsite.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): 1206663 (Sewer Failure 10/12, Closed)
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): 336042, 336031, 1206663, B00127, B00188, 546031, 336077
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 336036 (Remedial Design), E336075 (ERP), 336055 (Remedial Design), 336042 (Remedial Action), 336031 (Site Characterization), 1206663 (Closed), B00127 (Remedial Action), B00188 (Remedial Design), 546031 (Remedial Action), 336077 (Potential Registry)

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 1.5 to >6.6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

| | | |
|-----|-------|--------|
| HoB | _____ | 36.2 % |
| MdB | _____ | 33.4 % |
| W | _____ | 11.0 % |

d. What is the average depth to the water table on the project site? Average: _____ 0 to >6.6 feet

e. Drainage status of project site soils: Well Drained: _____ 39.3 % of site
 Moderately Well Drained: _____ 42.4 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 50.3 % of site
 10-15%: _____ 0.5 % of site
 15% or greater: _____ 23.3 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Quassaick Creek Classification C, C
- Lakes or Ponds: Name Holden Pond Classification N/A
- Wetlands: Name Holden Pond (Freshwater Pond Wetland) Approximate Size 3 acre-feet
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____
 _____ Northern Water Snake, Pickerel Frog _____
 _____ Common Snapping Turtle, Green Frog _____ White-tailed Deer, Eastern Chipmunk _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 According to USFWS Orange County, NY is listed as potentially supporting the following species (not confirmed on project site): Dwarf Wedgemussel (*Alasmidonta heterodon*), Bog Turtle (*Clemmys muhlenburgii*), Indiana Bat (*Myotis sodalis*), Small Whorled Pogonia (*Isotria medeoloides*) – All sites within NY State have been extirpated (Small Whorled Pogonia Recovery Plan, 1992), Woodland Agrimony (*Agrimonia striata*)

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

| | | |
|---|---|--|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes: | | |
| <i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District | | |
| <i>ii.</i> Name: <u>East End Historic District</u> | | |
| <i>iii.</i> Brief description of attributes on which listing is based: <u>The site's proximity to the New York State Armory (approx. 1,500 ft) and Washington's Headquarters (approx. 2,500 ft from project site)</u> | | |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | | |
| <i>i.</i> Describe possible resource(s): _____ | | |
| <i>ii.</i> Basis for identification: _____ | | |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes: | | |
| <i>i.</i> Identify resource: <u>Washington's Headquarters (0.5 miles), Hudson River (0.1 miles)</u> | | |
| <i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Revolutionary War Heritage Trail</u> | | |
| <i>iii.</i> Distance between project and resource: _____ miles. | | |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If Yes: | | |
| <i>i.</i> Identify the name of the river and its designation: _____ | | |
| <i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666? | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

F. Additional Information

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

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

G. Verification

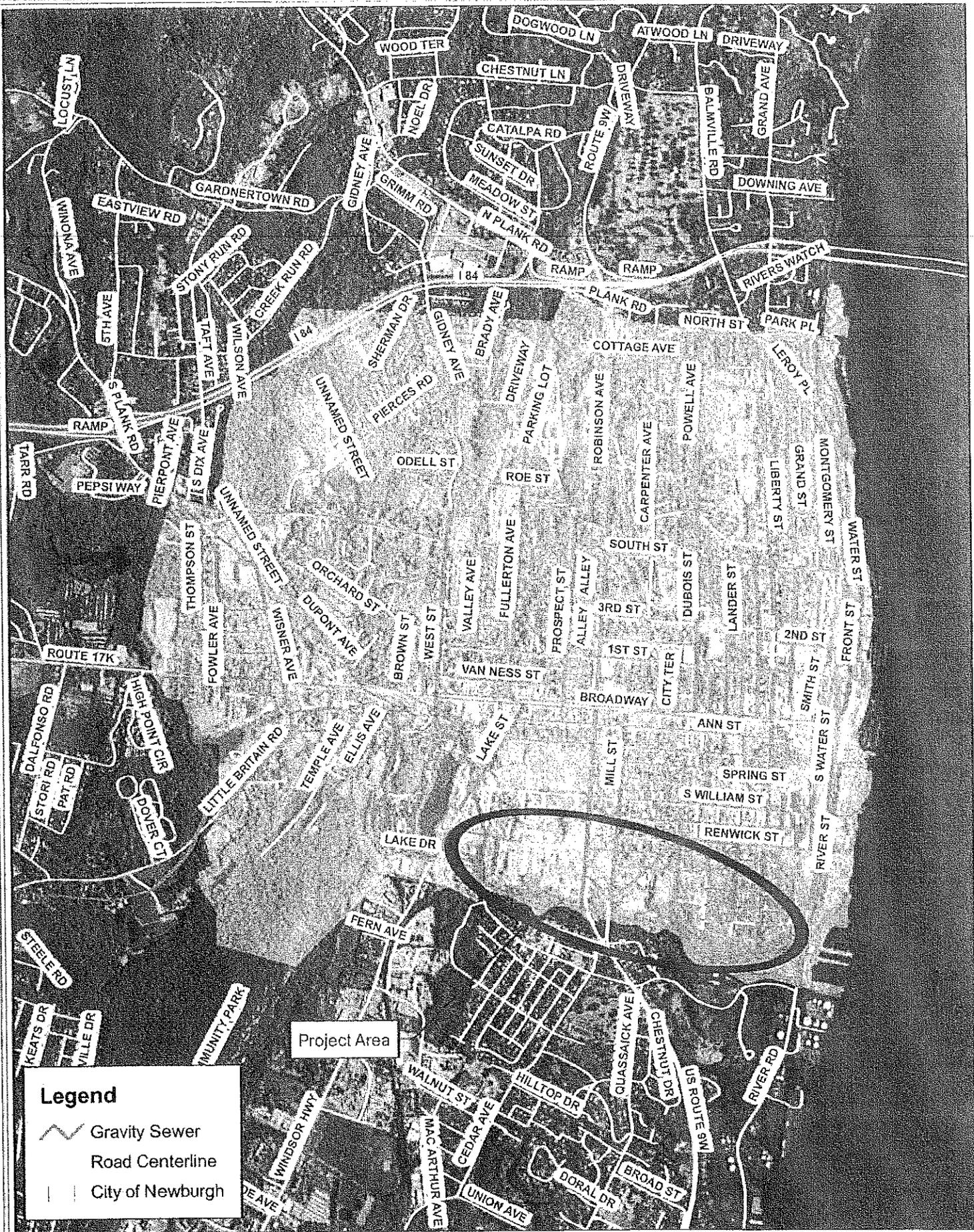
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

Required Approvals for West Trunkline Sewer Corridor Improvements Project

| Agency | Required Approval |
|---|--|
| City of Newburgh | Council Approval |
| Newburgh City Council Zoning Board of Appeals | Council Approval |
| New Windsor Town Zoning Board of Appeals | Board Approval |
| CSX Transportation, Inc. | Right of Entry/Maintenance Agreement |
| New York State Department of Transportation | Highway Work Permit (Utility) |
| New York State Environmental Facilities Corporation | Approval for Wastewater Improvements |
| New York State Department of Environmental Conservation | Water Quality Permit, Freshwater Wetlands Permit |
| New York State Department of State | Coordination Letter |
| Army Corps of Engineers | Nationwide Permit #27 |
| United States Fish and Wildlife Service | Declaration of No Impact |



Legend

- Gravity Sewer
- Road Centerline
- City of Newburgh

Project Area

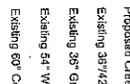
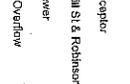


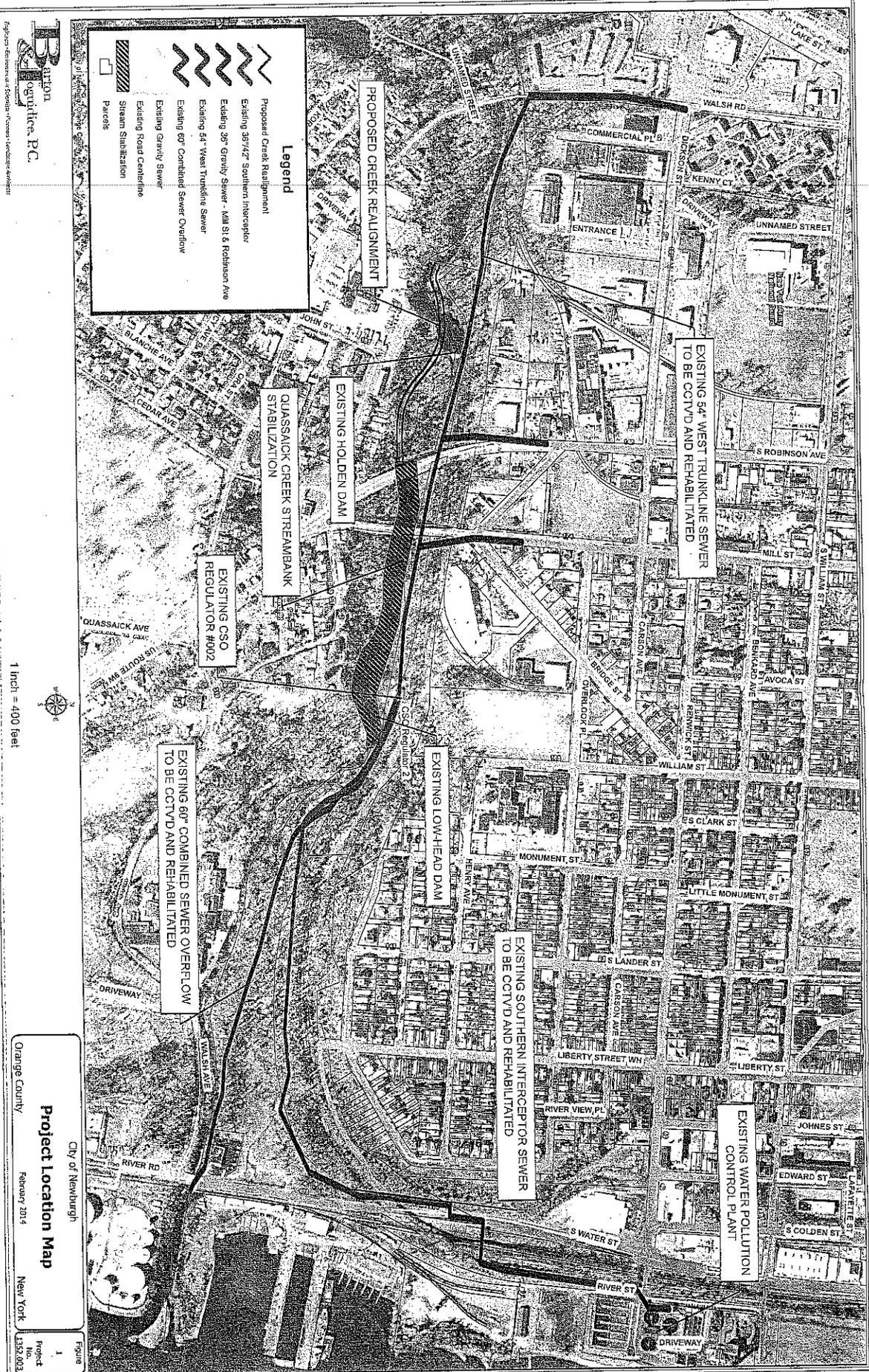
Scale = 2,000 feet

City of Newburgh
Location Map
 Orange County October 2022 New York

Figure
 1
 Project No.
 1/152-2022

Legend

-  Proposed Creek Realignment
-  Existing 36"/42" Southern Interceptor
-  Existing 36" Gravity Sewer - Mill St & Robinson Ave
-  Existing 64" West Trunkline Sewer
-  Existing 60" Combined Sewer Overflow
-  Existing Road Centerline Stream Stabilization
-  Existing Road Centerline Stream Stabilization
-  Existing Road Centerline Stream Stabilization
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1 inch = 400 feet



City of Newburgh
 Orange County
Project Location Map
 February 2014
 New York
 Figure 1
 Project No. 1332.003

RESOLUTION NO.: 54 - 2014

OF

MARCH 10, 2014

**A RESOLUTION DECLARING FOUR IPAD2 TABLETS AS SURPLUS AND
AUTHORIZING SALE TO MEMBERS OF THE CITY COUNCIL AT A PURCHASE
PRICE OF ONE HUNDRED FIFTY DOLLARS EACH**

WHEREAS, the City of Newburgh has four iPad2 tablets which are no longer needed nor can they be of further use by or for City purposes; and

WHEREAS, it has been determined that said tablets cannot be used by any other department and members of the City Council have requested to purchase the tablets at a purchase price of One Hundred Fifty (\$150.00) Dollars;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that said tablets be and are hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED, that a direct sale of one tablet each to Mayor Kennedy and Councilman Cedric Brown and two tablets to Councilwoman Gay Lee with a purchase price of One Hundred Fifty (\$150.00) each be and hereby is approved.

RESOLUTION NO.: 55 - 2014

OF

MARCH 10, 2014

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
CORNELIUS STUBBS AGAINST THE CITY OF NEWBURGH
IN AN AMOUNT NOT TO EXCEED \$5,000.00

WHEREAS, Cornelius Stubbs brought a claim against the City of Newburgh; and

WHEREAS, the parties have agreed to payment of the claim in an amount not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) 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 an amount not to exceed \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Corporation Counsel is hereby authorized to settle the claim of Cornelius Stubbs in an amount not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) and that the Interim City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 56 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH ALLSTATE INSURANCE COMPANY a/s/o RAYMOND MOTT
IN THE AMOUNT OF \$4,377.24

WHEREAS, Allstate Insurance Company a/s/o Raymond Mott brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Four Thousand Three Hundred Seventy-Seven and 24/100 Dollars (\$4,377.24) 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 Interim City Manager is hereby authorized to settle the claim of Allstate Insurance Company a/s/o Raymond Mott in the total amount of Four Thousand Three Hundred Seventy-Seven and 24/100 Dollars (\$4,377.24) and that the Interim City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 57 - 2014

OF

MARCH 10, 2014

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
TANYA RHODE AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS

WHEREAS, Tanya Rhode has brought an action against the City of Newburgh; and

WHEREAS, the plaintiff and the City of Newburgh have reached an agreement for the payment of the settlement in the amount of Seven Thousand Five Hundred (\$7,500.00) Dollars 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 plaintiff and the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Tanya Rhode against the City of Newburgh in the total amount of Seven Thousand Five Hundred (\$7,500.00) Dollars and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 58 - 2014

OF

MARCH 10, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH ERNEST SWIGER CONSULTING, INC.
FOR PROFESSIONAL CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED
THIRTY FOUR THOUSAND (\$34,000.00) DOLLARS
TO DEVELOP THE CDBG 2015-2019 CONSOLIDATED PLAN**

WHEREAS, the City of Newburgh is awarded Community Development Block Grant ("CDBG") funds for eligible community development projects by the Department of Housing and Urban Development ("HUD;") and

WHEREAS, the rules and regulations of HUD require that the City of Newburgh submit a Five-Year Consolidated Plan which outlines needs and priorities for CDBG funding; and that the City's current plan expires at the end of 2014 making it appropriate and necessary to develop the 2015-2019 Consolidated Plan; and

WHEREAS, a Request for Qualifications("RFQ") was issued by the Department of Planning and Development seeking proposals from qualified professional firms able to provide consulting services in connection with the development of said Consolidated Plan; and the most competitive proposal as to price, qualifications and experience was submitted by Ernest Swiger Consulting, Inc.; and

WHEREAS, it is in the best interests of the City of Newburgh to retain the professional services of Ernest Swiger Consulting, Inc. to coordinate, manage and develop the Five-Year Consolidated Plan in compliance with the rules and regulations of HUD;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute on behalf of the City of Newburgh a professional services contract with the firm of Ernest Swiger Consulting, Inc. in connection with the preparation of the CDBG Consolidated Plan for the years 2015 - 2019, at a cost not to exceed Thirty Four Thousand (\$34,000.00) Dollars; and he is further authorized to take all such further actions as are appropriate and necessary to comply with all rules, regulations and requirements of HUD and carry out the provisions of the CDBG program with respect thereto.

RESOLUTION NO.: 59 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2011 RELATIVE TO
322 ROBINSON AVENUE (SECTION 3, BLOCK 9, LOT 25)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2012-001071; and

WHEREAS, former owner Donald Anderson, by his attorney, served an Answer to such action in regard to the foreclosure of 322 Robinson Avenue (Section 3, Block 9, Lot 25); and

WHEREAS, the former owner's attorney has advised the City that he is prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to withdraw the liens on the property located at 322 Robinson Avenue (Section 3, Block 9, Lot 25), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Twenty Seven Thousand Four Hundred Thirty And 91/100 (\$27,430.91) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2013-2014 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before March 31, 2014.

RESOLUTION NO.: 600 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 318 NORTH MONTGOMERY STREET
(SECTION 4, BLOCK 7, LOT 6)
AT PRIVATE SALE TO CHRISTIAN D. GARRISON AND ERIN GARRISON

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the former owners of 318 N. Montgomery Street, being more accurately described as Section 4, Block 7, Lot 6 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 318 N. Montgomery Street, Section 4, Block 7, Lot 6, to Christian D. Garrison and Erin Garrison be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Fifty Six Thousand Seven Hundred Sixty One And 34/100 (\$56,761.34) Dollars, no later than March 31, 2014; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 61 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 13 POPLAR STREET
(SECTION 25, BLOCK 3, LOT 16)
AT PRIVATE SALE TO ISRAEL RIVERA AND THERESA LOPEZ

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Wells Fargo Real Estate Tax Services, LLC, on behalf of the former owners of 13 Poplar Street, being more accurately described as Section 25, Block 3, Lot 16 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 13 Poplar Street, Section 25, Block 3, Lot 16, to Israel Rivera and Theresa Lopez be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Six Thousand Three Hundred Sixty Two And 00/100 (\$6,362.00) Dollars, no later than March 31, 2014; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 62 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 204 SOUTH STREET
(SECTION 11, BLOCK 1, LOT 21)
AT PRIVATE SALE TO DODA VUCINIC

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, J. T. Abstract Co., Inc., on behalf of the former owner of 204 South Street, being more accurately described as Section 11, Block 1, Lot 21 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 204 South Street, Section 11, Block 1, Lot 21, to Doda Vucinic be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Ten Thousand Three Hundred Fifteen And 45/100 (\$10,315.45) Dollars, no later than March 31, 2014; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 63 - 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 53 SOUTH ROBINSON AVENUE
(SECTION 38, BLOCK 6, LOT 1)
AT PRIVATE SALE TO DORA TILLMAN

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, HSBC, on behalf of the former owner of 53 S. Robinson Avenue, being more accurately described as Section 38, Block 6, Lot 1 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 53 S. Robinson Avenue, Section 38, Block 6, Lot 1, to Dora Tillman be and hereby is confirmed and that the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of Twenty Four Thousand Seven Hundred Seventy Four And 10/100 (\$24,774.10) Dollars, no later than March 31, 2014; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 64-2014

OF

MARCH 10, 2014

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 8239-2009, 8000-2010, 7002-2011, 5831-2012 AND 5945-2013, INVOLVING SECTION 41, BLOCK 1, LOT 2 AND SECTION 41, BLOCK 1, LOT 3 (BRITAIN WOODS NEWBURGH, LLC)

WHEREAS, Britain Woods Newburgh, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax assessment years bearing Orange County Index Nos. 8239-2009, 8000-2010, 7002-2011, 5831-2012 and 5945-2013; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Britain Woods Newburgh, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 41-1-2 be reduced to a market value of \$115,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 41-1-2 be reduced to a market value of \$106,650.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 41-1-2 be reduced to a market value of \$106,650.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 41-1-2 be reduced to a market value of \$106,650.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 41-1-2 be reduced to a market value of \$106,650.
- 6- That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 as tax map number 41-1-3 be discontinued with prejudice.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that James A. Slaughter, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
BRITAIN WOODS NEWBURGH, LLC

Petitioner,

CONSENT JUDGMENT

- against -

THE CITY OF NEWBURGH, CITY OF, A
MUNICIPAL CORPORATION, ITS ASSESSOR
AND BOARD OF ASSESSMENT REVIEW,

Respondents.

**Index Nos. 2009-8239
 2010-8000
 2011-7002
 2012-5831
 2013-5945**

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, and 2013-2014 tax years, as follows:

Tax Map No. 41-1-2

be reduced in market value from \$152,700.00, \$118,500.00, \$118,500.00, \$118,500.00 and \$118,500.00, respectively, to market values of \$115,000.00, \$106,650.00, \$106,650.00, \$106,650.00 and \$106,650.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, and 2013-2014 School, County and City

taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the County of Orange, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, and 2013-2014 as tax map number 41-1-3 be discontinued with prejudice; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2014-2015, 2015-2016 and 2016-2017 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) sixty days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: March ____, 2014
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JAMES A. SLAUGHTER
Interim City Manager
Dated:

ROBERT W. WOLPER, ESQ.
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

mark up

LOCAL LAW NO.: _____ - 2014

OF

A LOCAL LAW AMENDING SECTION C3.00 ENTITLED "MUNICIPAL OFFICERS ENUMERATED", RESCINDING ARTICLE XIII ENTITLED "THE DEPARTMENT OF HUMAN SERVICES" IN ITS ENTIRETY AND REPLACING SAID ARTICLE XIII TO PROVIDE FOR THE CREATION OF "THE DEPARTMENT OF PARKS AND RECREATION" WITHIN THE CHARTER OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Section C3.00 entitled 'Municipal Officers Enumerated,' Rescinding Article XIII entitled 'Department of Human Services' in its entirety and replacing said Article XIII to provide for the creation of the 'Department of Parks and Recreation' within the Charter of the City of Newburgh".

SECTION 2. PURPOSE AND INTENT

All of the citizens of the City of Newburgh highly value the many parks and recreational facilities located in and operated and administered by the City. The City's parks and facilities offer vital opportunities to every resident to recreate, exercise, and enjoy invigorating activities to foster growth through individual and group activities and programs.

The residents of the City of Newburgh should be provided with various programs, services and facilities with the goal of fostering their mental, physical and spiritual growth. It is therefore appropriate and necessary for the Charter of the City of Newburgh to be amended to provide the appropriate structures and staffing organization to properly support the administration and operation of these vital functions.

SECTION 3. AMENDMENTS TO CITY CHARTER

§ C 3.00, Paragraph C of the City Charter is hereby amended as follows:

The officers of the city or municipality shall be as follows:

~~Strikethrough~~ denote deletions

Underlining denotes additions

C. One Corporation Counsel, one City Comptroller, one City Assessor, one City Collector, one City Purchasing Agent, one City Engineer, one Superintendent of Public Works, one Superintendent of Water, one Police Chief, one Fire Chief, one Building Inspector, one Plumbing Inspector, one Registrar of Vital Statistics, one Deputy Registrar of Vital Statistics and one Director of Human Services Parks and Recreation Director.

Article XIII of the City Charter is hereby rescinded in its entirety and the following is substituted therefor:

Article XIII. Department of Parks and Recreation

§ C 13.00. Department established.

There is hereby created and established a Department of Parks and Recreation. It shall be headed by a Parks and Recreation Director. The Department of Parks and Recreation shall include a Youth Bureau Division.

§ C 13.01. Parks and Recreation Director.

The Parks and Recreation Director shall, subject to the supervision and oversight of the City Manager, have supervision and control of the Parks and Recreation Department and shall oversee and coordinate the administration and functions of the Youth Bureau Division. The Parks and Recreation Director shall be appointed by the City Manager, shall report directly to the City Manager, and in addition to having immediate responsibility for the operations of the Department shall have responsibility for such other functions and duties as may be assigned by the City Manager. The Parks and Recreation Director shall work closely with the Department of Public Works to ensure that all City parks, trails, playgrounds and other recreational facilities are maintained in good order; and shall devise, plan and supervise programs and activities for adults, if and when directed by the City Manager.

§ C 13.02. Department scope, powers and duties.

The Department of Parks and Recreation shall administer, supervise, plan, promote and conduct recreation activities and programs on City-owned playgrounds, parks, trails and other recreational facilities, as well as other recreation activities approved by the City.

§ C 13.03. Youth Bureau Division.

There shall be a Youth Bureau Division within the Department of Parks and Recreation which shall ensure that there are youth programs and activities available to develop, arrange, promote, administer, supervise and conduct recreational and other programs for the City's youth. Such programs may be developed and managed internally by the Youth Division or contracted with other Youth organizations that deliver youth services within the City. The Youth Bureau Division shall be supervised by the Parks and Recreation Director.

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SECTION 4. VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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LOCAL LAW NO.: 1 - 2014

OF

A LOCAL LAW AMENDING SECTION C3.00 ENTITLED "MUNICIPAL OFFICERS ENUMERATED", RESCINDING ARTICLE XIII ENTITLED "THE DEPARTMENT OF HUMAN SERVICES" IN ITS ENTIRETY AND REPLACING SAID ARTICLE XIII TO PROVIDE FOR THE CREATION OF "THE DEPARTMENT OF PARKS AND RECREATION" WITHIN THE CHARTER OF THE CITY OF NEWBURGH

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