

A regular meeting of the City Council of the City of Newburgh was held on Monday, March 28, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Rev. Bill Banuchi of the New Harvest Christian Church followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

**Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Mejia, Councilwoman Rayford - 6
Absent - Councilwoman Holmes - 1**

COMMUNICATIONS

Approval of the minutes of the meeting of March 14, 2016

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6
Carried**

City Manager Update/ Gerente de la Ciudad pone al dia la audiencia de los planes de cada departamento

In absence of the City Manager, there were no updates.

PRESENTATIONS

There were no Presentations.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

There were no comments.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments.

CITY MANAGER'S REPORT

Resolution No. 71 - 2016 - NYSEFC/Engineering Planning Grant Agreement

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 72- 2016 - Proposal from B&L Sanitary Sewer Overflow Investigation

Mayor Kennedy noted that this is in our Budget and was planned for.

Jason Morris, City Engineer explained that this is a grant funded item with an in-kind match of \$25,000.00 which will be provided by the Engineering Department and DPW so there is no cash required from the City.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 73 - 2016 Sanitary Sewer Illicit Discharge Identification Study Type II Action

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 74 - 2016 Local Match EFC Engineering Planning Grant Program

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 75 - 2016 Declaring Lead Agency and Issuing a Negative Declaration on Historic Property Demolition Project

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 76 - 2016 -The Preservation League of NYS and the DRC

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 77 - 2016 - Release of covenants for 58 Henry Avenue

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 78 - 2016 - Purchase of 159 Lander Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 79 - 2016 - Donation by Delano Hitch Restoration Fund, Inc.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 80 - 2016 Ratification of 2015-2021 CBA with the PBA

Mayor Kennedy noted that this is a landmark agreement that we are putting in place.

Corporation Counsel, Michelle Kelson stated that it is an important agreement for the length of seven years and in her tenure we have not had any collective bargaining agreements that have had this length of time before. We worked very hard and representatives of the PBA, who are here tonight, worked very hard with their members to come to an agreement and they hope that the City Council will ratify it this evening.

Mayor Kennedy said that this is an opportunity for us stabilize. As we do these there is so much work to do that we keep going around and around with them and there is a whole lot of wasted time and energy.

Councilwoman Abrams added that she thinks the patrolmen are also very happy with this agreement and the incredible length of it is astounding. It is a seven year contract so we don't have to go back and start right away like we do with so many other contracts.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

Resolution No. 81-2016 - Fire Alarm Superintendent

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Adopted

NEW BUSINESS

Mayor Kennedy said that one of the things that has gotten us into some difficulty this past year has to do with the fact that back in 2010 we eliminated the position of Deputy Police Chief. She would like to put that discussion item back on the table to reinstate that position so that they can get a line of advancement for our police officers.

Councilwoman Rayford asked if we could beef up the security here at City Hall with bag checks and metal detectors as well as having an Officer here on nights that we are here late for Work Sessions, Executive Sessions and Council Meetings to help us turn off lights

and secure the doors. She has noticed that the Mayor is always turning off the lights and is the last one out of the building.

Corporation Counsel, Michelle Kelson noted that police officers are posted during Council Meetings and Work Sessions and someone is always at the door until the last person leaves the building.

Mayor Kennedy feels that we have come a long way from when she first started coming to meetings and there was no protection. We did have a metal detector here for a while but it didn't work and that is an expense that is not in the Budget right now. That part is a bit more complicated but we can make sure the rest happens.

Councilwoman Rayford suggested that the new Park on South Street should be named after Father Bill Scaffidi.

Mayor Kennedy said that she likes that idea so they can put that on the Agenda for their next meeting.

Councilman Harvey would like to have an update on the comprehensive video surveillance program from the City Manager, Police Chief, Comptroller and everyone involved to see where we are with that. He was just told as he was entering the building that there was a murder this past weekend on Benkard Avenue and we really need to come up with a comprehensive plan on how to deal with the violent crimes that continue to happen in our City. As the warm weather heats up it is a known fact that violence heats up and he is concerned about that. There was an eleven year old girl shot on that same street weeks ago so it is time to come together as a community, a legislative body and a government to see how we are going to maintain and guarantee public safety in this City.

Mayor Kennedy added that they need an overall update and it should be on a Monday night so that everyone can hear. When we start talking about cameras we are also talking about money and budgets so it has to be high on the list of wants.

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

OLD BUSINESS

There was no old business to discuss.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Omari Shakur, City of Newburgh said that he is here tonight with the family members of the young man who was shot and killed. This man was just getting out of his car when he was shot in front of his eleven year old son. Benkard Avenue is a hot spot and there have been many shootings there so why isn't someone sitting on that corner? This is common sense so we need to get on top of this. He put the word out on the street that this person needs to turn himself in because he killed a family in our community and enough is enough.

This woman lost her husband and he was the most gentle person he ever met. We need to get control of the children running the streets because they are running this City and nobody is saying anything. It could be any one of us next. Something is wrong in our community and we all have to work together to fix it.

Kippy Boyle, City of Newburgh offered condolences to the family who lost a loved one. She said that she has some ideas on the Civil Service Commission. Some of the community attended a special meeting this past week and what came out of it was really surprising. She said that she made a recording of that meeting if any of the Council members are interested. Here is how to correct the systemic dysfunction and the Chairman can make history by appearing before the City Council and the public and being accountable. He can acknowledge that there have never been regularly scheduled meetings of the CSC and that their *"irregularly scheduled"* meetings have not been posted nor open to the public. He can acknowledge that the December meeting was not open to the public and three months later the Minutes from that meeting are still not available. The Chairman should admit that the current Commissioners blindly followed a flawed system as told to them by an employee. They have never questioned it, tried to set regular meetings or in any other way create a commission that complies with the common standards for municipal boards and commissions. They should acknowledge that by operating under a flawed system their 2015 decisions are effectively null and void and that the Civil Service Commission is a failed Commission. She believes that the Council has an opportunity to suspend activities of the Civil Service Commission immediately and contact the Orange County Civil Service Commission to temporarily take over the City's CSC activities for six months or until a complete review and analysis has been completed. They should remove the title *"Civil Service Administrator"* from the office and determine exactly what the functions of that office should be. Now might be a good time to implement an HR Department with a qualified head. Systemic corruption cannot be corrected with a band aid. Does the City even need a Civil Service Commission? What should it look like? Can it be independent of politics and also be accountable?

Julie, City of Newburgh, expressed her condolences to the family for their loss. She added that there is an unlicensed Residential Re-entry Center (RRC) which is a halfway house for parolees in the City and there is no zoning for this. There is no place to set up a halfway house for parolees without going through the Planning Board, the Zoning Board and Codes and getting approval so this one has been operating illegally for two years. These people could have committed any type of crime and they are in a residential neighborhood so she wonders if there is enough security to protect the people there. If there are ten people in this halfway house, statistics show that five of them will re-offend in the first three years. Maybe these residents will have to see about having bars put on their windows. The parolee population is very vulnerable and they have no place else to go. RRC provides services and helps them get jobs but this one is unlicensed so we don't know if they are getting the help that they need. Something needs to be done about this. It should be shut down.

Ms. Diggs, 10 Bayview Terrace, told the family how sorry she is for their loss and said it is sad that we have to experience this so often in Newburgh. She understands that Councilwoman Holmes has filed a lawsuit against both the City and the City Manager and does not recall ever having a currently active City Council member doing this and continuing to remain on the Council. She is not sure if Councilwoman Holmes is not here

tonight because she has resigned or recused herself from the position. She wonders if this is a situation that Corporation Counsel has been asked to look into in terms of conflict of interest. She thinks it would be helpful for people to know what this means.

Pastor Austin came to the meeting tonight with some children to wish the Deputy Mayor a Happy Birthday. They came with flowers for her but decided to give them to the family who lost their loved one in the shooting. The children presented Councilwoman Angelo with a card for her Birthday.

Elder Carol Faulkner, grandmother of the eleven year old who was shot said she would like to know what is going to be done. The newspaper said that she was shot in her leg but she was shot in her side and by God's grace no internal organs were hit. She is a little afraid now and they are trying to move off of that block. She prays that we all can come together to find a solution to this problem and she expressed her condolences to the family here tonight. She knows them and he was a good family man who never bothered anybody so it's sad that they had to lose a husband and father.

Joshua Brown, Heights, said that he is representing a small group called "Newburghers for Bernie" and in regard to gun violence they were planning a small rally that has now turned into something bigger. Bernie Sanders' National Campaign has gotten involved and they would like to do an event in Newburgh on April 9th and also indicated that they would like to have a Town Hall meeting on gun violence. He invited the Council to this potential event and wanted to make them aware of it.

Mayor Kennedy said that as City Council members they cannot engage in any kind of political situation. They can as individuals but as a Council or a city government they cannot take part in a partisan situation.

Councilman Harvey noted that as an individual he will be there.

Novella Parkinson, City of Newburgh would like to know what is going to be done to insure the safety of the residents. On October 3rd and 4th her house was riddled with bullets and names were given but nothing has been done because they all have this no snitching attitude. When will this madness stop? In the area where she lives on Liberty Street it is very dark and she has called Central Hudson many times but it is still pitch black there. She is a victim too so she would like to know how this is going to be handled because it seems like it was just swept under the rug. Meetings are being held and her sons are being labeled as the bad guys so round them up and talk to them. This has to stop because she can't take it anymore.

Mike Pitt, President of the City of Newburgh PBA offered condolences to the family and said that he could not speak about an ongoing investigation but he is sure that the Police Department is doing everything they can and are working around the clock. He thanked the City Council for approving Resolution #80-2016 as well as Michelle Kelson, John Aber and City Manager, Michael Ciaravino for working hard on this. As it was said earlier, this is monumental as it is a seven year deal. They were without a contract since 2012 and this will take them through 2021 so we don't have to worry about it for a while.

Ms. McClean listened to all of the ideas tonight but it makes no sense when you don't feel

safe and there are shootings at all times of the day. No one wants to go outside because they are afraid of getting shot. We all work hard and we are very family oriented so none of this makes any sense to her. It's not fair.

****Mayor Kennedy said that they would suspend the Rules of Order for a few minutes because this is an unusual situation.**

Mayor Kennedy said that she has not been in their shoes so there is no way for her to know what they feel or how it feels to be where they are. To everyone listening she said that we have a family standing here tonight suffering the consequences of what goes on with these random shootings and crazy behaviors that are going on. We have a fairly small group of people out there who are carrying guns that are just shooting people randomly. We cannot arrest our way out of this so we all have to step up to the plate. If you have a child or someone you know who is involved in these shootings or carrying guns then they have to step forward. Innocent people end up dead and it keeps going on and on and then there is retribution. We have tried to set up programs for the youth and these opposing groups show up with guns and knives so instead of playing games we have to stop a War. We must have about one hundred Churches in this City and every single Church here has a responsibility to help with this problem by providing youth programs when they are young. The Government cannot do it all. She challenged every single Church to step up to the plate. Councilwoman Rayford's husband has run a basketball program for twenty-two years doing the best they can to provide activities for the youth but we need many, many more.

Councilman Harvey extended his condolences to the family and said that he is really sick of this. Everyone in this community is somebody and this is something that he has been pressing for since he was sworn in as a Councilman. He has been to meetings about this but it seems like people are dragging their feet. He was raised in the streets and the Projects so he understands this yet he chose to live in this City. He bought a home in this community because he knows that Newburgh is better than this. He is sick and tired of the gun violence, the senseless violence and of the innocent dying young. He asked our City Manager, our Police Chief and all of the powers that be to meet with him to get a comprehensive video surveillance program in this city. We approved three brand new digital cameras that were supposed to go along with the other analog cameras that are already in existence. We had an Agency that was hired by the State of New York to put these cameras up immediately but since then he has not had an update so he doesn't know if those cameras are functional or not. We are asking for funding and a plan for more cameras on these streets. In 2010 he was doing a program at N.F.A. because we had a lot of gun violence at that time and they talked about these same issues. They did a Peace in the Streets March and Rev. Brock was the only Pastor who marched with them. They marched every block in this City shouting "*Peace in the Streets*", "*Stop the Shooting*" and "*Stop the Violence*". As Mayor Kennedy noted, there are one hundred or more Churches in this City and there are even more non-profit organizations who all need to come together in the interest of public safety to put our heads together and plan to get the funding for this video surveillance. People don't want to talk so they can't get people to testify or come forward. He is sick of this because it makes no sense for these senseless murders to be happening in this beautiful City and we are not solving these crimes. If we don't get this video surveillance program up and running immediately then we need to have an emergency meeting as soon as possible and get this on the Agenda. Whether our City

Manager is absent or not we need to move forward with this because as the spring and summer months heat up the violent crimes will too.

Councilwoman Rayford offered her condolences to this family and to all of the families who have suffered these violent crimes and murders. Several people have been murdered in her family so she knows how they feel. These are the times in which we live and the way our city is going is because of the Government. There are over one hundred Churches here in the City of Newburgh but on Thursday night she overheard Frank Skartados talking to someone else and he said that he had offered our City Manager and Mayor \$300,000.00 for the SNUG Program and they said they didn't want it because we don't need it.

Mayor Kennedy said that isn't quite exactly what happened. The SNUG Program isn't ours it belongs to Ms. Leslie Haskin.

Councilwoman Rayford continued that we know the Police Department gave Leslie Haskins \$250,000.00. She lives out in Montgomery and whatever program she has was supposed to help stop the violence but she hasn't seen her or her organization yet. She said that we have to gear up because this will not be the last time and it has been prophesized that blood in the streets will be knee deep. We have to take back our own streets because we can't wait for the Government to come and help us so we have to help ourselves. She found out that in regard to the surveillance cameras, we have five cameras that are not working and the ones that were ordered are coming. We are all in fear of walking outside of our homes. This is a four square mile radius city and guns are coming in but we can stop that by having police and detectives stationed at the entrances of our City. She hopes that we will see a change and if she knew something she would say so because that's transparency.

Mayor Kennedy said that this is obviously a number one priority and we need to do something about it ASAP. She asked the other Council Members if they could do a special meeting maybe next Saturday, April 2nd at the Activity Center but there has to be enough time to get information out to all of the Churches and the community as this needs to be a constructive conversation on what we as a community can do. She suggested that perhaps Thursday, April 14th would be better and announced that they will hold a community forum on violence on the 14th at 7:00 P.M. at the Activity Center. She is asking that the police be there and she is going to send this message out to the Ministers. she also wants Ms. Leslie Haskin to be there from the SNUG Program because we want to understand how these programs are working and how we can move forward to really take some positive action immediately.

Councilwoman Abrams said that her heart goes out to the family and she hasn't stopped by yet because she wanted to be respectful and give them a few days to grieve by themselves. As a Charter member of the Sandy Hook Promise, she has been following what guns do. We all say, "*I'm buying a gun to protect my family*" but you and your family members are forty-six times more likely to get shot if there is a gun in your house. You can't have guns to protect your family because they end up killing your family. She asked everyone to bring their guns down to the Police Department and not keep them in their homes anymore.

Mayor Kennedy said to all of the families that have experienced violence in one way or another that it begins with words, thoughts and in our hearts long before a gun is drawn.

As the Mayor, she hopes we can begin this conversation on April 14th to talk about how we deal with all types of violence and if we are going to make a difference here then we have to start thinking differently. She agrees with Councilman Harvey that we need cameras and surveillance but it will still not be enough because so much more has to happen. They will begin that conversation in earnest as a community on April 14th at 7:00 P.M. at the Activity Center.

Councilwoman Mejia offered condolences to the family. She has been a member of this community for a decade now and we have had Stop the Violence Movements but violence is the end of the journey. It starts with community pride and people talking to one another and all of the different activities that as a community we want to see. She has seen steps taken over the past several years that have gotten us to a higher level but hopes that we can all come together to get us that one step further. We all need to be involved and she feels that this is urgent so the 14th is too long to wait. They can start this discussion on a Saturday and suggested that there be just two items on the Agenda. First is an update from our Executive Office on the status of the surveillance cameras and an update on the investigations that are out there. If someone knows something they need to step up to the plate and tell it to them as an entire community so that they can follow through. The second item would be what are we doing on a block by block basis? This is about knowing who is on your block and who is doing things that you know they shouldn't be doing. This is the greatest Country in the World but we all have to hold ourselves accountable.

Councilman Harvey suggested that they do something on April 2nd, which is Saturday. He has been getting phone calls from Poughkeepsie where they have a program call SWAG "Societies at War Against Illegal Guns". They have an annual event with law enforcement involved on how to report a crime and how to get involved block by block and they also have a buy-back for guns. If we are going to have a forum where these things are going to be addressed, then he would also like to entertain the idea of looking into creating a SWAG Chapter here in Newburgh.

Mayor Kennedy said that she would like to get rid of the word "War". In terms of trying to plan this for Saturday, it would be hard to get all of this information out in just four days. Maybe just a smaller group on Saturday at Noon at the Activity Center. This will be on how to figure out the process because there are a lot of pieces to this and we need to figure out who is going to do what. She thanked the family for coming here tonight especially when the wound is still raw because it was a courageous thing to do. She explained that Assemblyman Skartados called her around 1:00 P.M. one day saying that they wanted to do something with the SNUG Program so she got in touch with the leader of that Program and was told that it was already funded. She had about a three hour window and in order to have something like that happen you have to have things already in line so that money can be applied.

Councilwoman Rayford noted that there are 501c3's that have that entity in their organization. For instance, the Newburgh Zion Lions and Ms. Novella's sons came up through that organization so they know that we have Coaches who are in law enforcement.

Mayor Kennedy said that's why this kind of meeting that they are talking about is very important so that they can put together the bigger picture. If we outline all of the parts and

pieces, then when an opportunity like that knocks at the door we know right where to go.

****Mayor Kennedy said that at this time they will return to public comments.**

Barbara Smith, City of Newburgh said that guns within our city that are used in crimes are not taken from the homes of people who legally carry them. Because they are considering this an emergency they can go back to CDBG and ask for more money for cameras for our hot spots. Demand that they put aside the play toys for the children for later while they are still living. Someone mentioned earlier about an illegal house for criminals and suggested that we put bars on our windows but that would make us the prisoners. Why are they there and should it be shut down? She e-mailed the City Council a reminder about the Mill Street Project and while listening to the Work Session it was as if we were at fault but they never stated that they came to the Zoning Board of Appeals and walked away.

Rev. Nelson McAllister, 412 Liberty St. offered his condolences to the family and said that he is glad the Council is addressing it by having a meeting.

Janet Gianopoulos extended her condolences to the family. She asked about the Police Community Relations Advisory Board and with the violence within our community couldn't this Board address various issues? She was at the meeting also regarding the Mill Street Partners and when it looked like things weren't going their way they left the meeting. They need to look back at the RFP and see what the original request was. Keep in mind that we have a Public Safety Building that we will need to address. Policies are very important and past Councils have approved Minutes that didn't exist. She believes that has been corrected for City Council meetings but it seems that for some of the meetings of Boards and Commissions that the Council appoints there are no proper Minutes being taken and posted and made available to the public. The public is supposed to be able to read the proposed items that the Council will be voting on but they did not have proposed Minutes from the last meeting that they voted on tonight.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams said that she has a little bit of good news about the Heights. When the City Manager returns, one of the first things on his Agenda will be to have a meeting with our Auxiliary Police and our Police Department to see when they will be moving back into 104 S. Lander Street so they will once again be walking the streets. She noted that in her Ward the gas lines will be replaced by Central Hudson over the next several months and read the list of streets aloud. Central Hudson will be having an open house at 104 S. Lander Street from 6:00 P.M. to 8:00 P.M. this Wednesday, March 30th to answer any questions.

Councilwoman Angelo announced that she and Councilwoman Holmes are doing a cleanup and they will get a Press Release out soon. The County will have a special cleanup for televisions, paint cans and such. She noted that there is an exhibit in the Lobby of City Hall of photos taken of people throughout the City. She saw an article in the Times Herald Record about a Skateboard Park in Middletown where they got a bid for only \$100,000.00 but our bid for the City of Newburgh was \$600,000.00.

Mayor Kennedy noted that she believes theirs was \$400,000.00 but it depends on the size of the Park too.

Councilwoman Angelo continued that the Parade is moving along with Bands, the Fire Department and the Color Guard. She added that the Library has many programs for children and adults which she will post downstairs. Broadway is in the historic district and buildings are being painted all sorts of colors but she feels it should look nice. There are too many signs on the poles also.

Councilman Harvey is looking forward to addressing these violent crime issues by being told what the proper protocol is and getting updates on when those three newly acquired digital cameras will be installed as he thought they were going up immediately. Ms. Diggs brought up the lawsuit being filed by one of our Council members and if they can do that and still be actively engaged as a Council person while pursuing that. At some point Michelle Kelson needs to speak to that and whether or not that person needs to recuse herself with that matter. Also it was mentioned that the lawsuit could be resolved if there are proper measures moving forward regarding addressing the issue of the City Manager not being able to delete things and not restore them without Council approval. He reminded everyone that Earth Day and the cleanup are just around the corner so we need to gear up for that.

Councilwoman Mejia thanked everyone for coming out. Her heart goes out to every family who has had a loss and she offered her prayers. She is happy that they are going to have the meeting sooner on April 2nd and will move forward with that. So much happens in this City but she believes that the light will always win out over darkness. The issue about the RRC in our community is a code issue and we need to tackle it. We have all been given

second, third and fourth chances at some point in our lives but there are regulations that need to be followed and questions are being asked. She wants the taxpayers of the City of Newburgh to know that she is trying to be as open book policy as possible. She is going to follow up on the comment about the notes from previous meetings being attached to the upcoming meetings material. She missed the opening of the Waterfront Park at the Consolidated Iron Site but she is anxious to hear from people who were there and participated. She noted that they are listening to what the taxpayers and residents want and we all need to be respectful and mindful of what we are asking people to do. She doesn't make promises but she likes to have actions speak for what she stands for. The surveillance cameras are important but they are not the whole answer. They are one additional tool but the greatest tool we have is keeping each other accountable. She again thanked everyone for coming and said that she will see them Saturday.

Councilwoman Rayford said that on Wednesday, March 23rd she went to the 7:00 meeting at the Library for the Pilgrim Pipeline. In February of 2015, the Council said no to this so she wonders if we can take their yard sign and put it in a window here at City Hall stating that we do not support it.

Corporation Counsel, Michelle Kelson said that she would look into it.

Councilwoman Rayford wished a Happy Belated Birthday to Deputy Mayor Regina Angelo. She told the family to contact her if there is anything she can do personally or that they can do as a Council to help them through this sorrowful time that they are facing. They can contact her at any time. She announced that the Newburgh Zion Lions will be having a Basketball Tournament next month on April 16th and 17th. They will be holding a raffle with the first prize being a 42" flat screen television, second prize is \$100.00 cash, third prize is a dinner for four at Red Lobster and the tickets are \$10.00 each. She told the community that they love them and they are not here for a paycheck. No one is here for a paycheck but our safety is first and foremost so we have to ban together in unity and put our differences away. Many times things are swept under the rug but now we have to take care of businesses. Councilwoman Holmes is not here because she is not feeling well but she personally, out of her own pocket, felt that she was treated unjustly and nobody supported her so she looked for help outside the Council for that support. She told everyone to Pray so that the answers we need will come forth and we can act upon it. She questioned that when our City Manager drew up litigation against the City, should he also be removed? She thanked everyone for coming out.

Mayor Kennedy said that they have all expressed their feelings towards the situation and noted that it is from their hearts. There is a lot going on here and from her perspective we need to focus on what we want. We need to focus all of our energy, thoughts and creativity on the World we want to create. We want to focus on those good clean thoughts, ideas and programs in order to dissipate this idea of darkness. She agrees with Councilwoman Mejia that the light will win but we have to be the light with love, compassion and caring. She recommended a book titled, *"The Four Agreements"* that helps promote peace. The First Agreement in this book is called, *"Be Impeccable With Your Word"* which means do not say or repeat anything that you do not know to be an absolute fact. So much violence comes from people repeating and spreading rumors and talking trash. Then somebody takes offense which starts a downward spiral. Think before you speak. Did you hear the whole story or just a piece of it? That is how you start making your own assumptions

which is the Second Agreement, *"Don't Make Assumptions"*. If you don't know it for a fact or have the whole story, go check it out and ask questions before you just say whatever you heard. The Third Agreement is, *"Don't Take It Personal"*. It really isn't about you. It 's like the thing that happened with the data being erased on the iPads. It wasn't about one person; it was about the City Manager finding data that was co-mingled from a bunch of people. It wasn't about Councilwoman Holmes or any one particular person. She had her laptop erased too and each one of us reacted in different ways. It wasn't about one person so don't take it personal. The Fourth Agreement is, *"Do The Very Best On The First Three"* and keep trying. If we want to reduce violence, look to your own hearts. What are you thinking, what are you doing and what kind of light are you spreading? As a community, we have to work that idea of who we are, what we are and how are we being accountable. In speaking of spreading the light, she noted that the Boys and Girls Club will be holding their "Youth of the Year Award" on April 13th at Anthony's Pier Nine and we have eight students who are running for that award this year. We need to recognize and reward those students who are working hard. We also have coming soon the "Habitat Home Builders Blitz" with a ground breaking Thursday, March 31st at 10:00 A.M. on Ann Street. This is a fabulous thing to watch because these buildings go up in one week and it is like an amazing beehive of activity. She encouraged everyone to support the Newburgh Zion Lions and other organizations like the Armory. Support the youth programs to help them do what is good and to spread the light and to help our youth find a way to do good things versus using their energy thinking up things that they shouldn't be doing. We all have to work together. For Earth Day let's clean up our City on April 23rd. Let's see if we can get a thousand people out cleaning their blocks. Pride in your own World and cleaning your own space gives you a sense of good purpose so we can spread the light by cleaning our City. God bless us as we move forward.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:00 P.M.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 71 - 2016

OF

MARCH 28, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
GRANT AGREEMENT WITH THE NEW YORK STATE ENVIRONMENTAL FACILITIES
CORPORATION AND ALL OTHER DOCUMENTS NECESSARY TO FULFILL
THE CITY OF NEWBURGH'S OBLIGATIONS UNDER
THE ENGINEERING PLANNING GRANT AGREEMENT**

WHEREAS, by Resolution No. 170-2015 of July 13, 2015, the City Council of the City of Newburgh authorized Barton & Loguidice, D.P.C. to apply for a planning grant from the New York State Environmental Facilities Corporation through the Consolidated Funding Application process in an amount not to exceed \$125,000.00 and further authorized the City Manager to accept, if awarded, said planning grant; and

WHEREAS, the City of Newburgh was awarded an Engineering Planning Grant in the amount of \$100,000.00 administered through the New York Clean Water State Revolving Fund for the continued identification of point source sewage along the City's Hudson River waterfront; and

WHEREAS, the City of Newburgh wishes to accept the Award in the amount of \$100,000.00 as being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to execute a Grant Agreement with the New York State Environmental Facilities Corporation and any and all other contract, documents and instruments necessary to bring about the Project and fulfill the City of Newburgh's obligations under the Engineering Planning Grant Agreement; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Engineer is hereby authorized as the Minority Business Officer as defined in the New York State Environmental Facilities Corporation M/WBE Program for activities associated with the Requirements and is authorized to sign any and all documents and instruments necessary to bring about the Project and fulfill the City of Newburgh's obligations under the Minority and Women Owned Business Program Requirements in compliance with Executive Law Article 15-A as it pertains to the Engineering Planning Grant Program.

RESOLUTION NO.: 72 - 2016

OF

MARCH 28, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE II OF THE SANITARY SEWER OVERFLOW INVESTIGATION WITHIN THE CITY OF NEWBURGH AT A COST NOT TO EXCEED \$100,000.00

WHEREAS, by Resolution No. 170-2015 of July 13, 2015, the City Council of the City of Newburgh authorized Barton & Loguidice, D.P.C. to apply for a planning grant through the Consolidated Funding Application process in an amount not to exceed \$125,000.00 and further authorized the City Manager to accept, if awarded, said planning grant; and

WHEREAS, the City of Newburgh was awarded an Engineering Planning Grant in the amount of \$100,000.00 administered through the New York Clean Water State Revolving Fund for the identification of point source sewage along the City's Hudson River waterfront; and

WHEREAS, Barton & Loguidice, D.P.C. has prepared a proposal for the scope of professional engineering services necessary to complete the work outlined in grant proposal at a cost not to exceed \$100,000.00; and

WHEREAS, said grant requires a twenty (20%) percent local match in the amount of \$25,000.00, which will be derived from the in-kind services of the City's staff, for a total project cost of \$125,000.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that City Manager is hereby authorized to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated March 19, 2016 in an amount not to exceed \$100,000.00, with other provisions as Corporation Counsel may require, for the Phase II inspection of the City's combined sewer overflows and the identification of point source sewage along the City's Hudson River waterfront.

Celebrating over 50 years of service

March 16, 2016

Mr. Jason Morris
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Re: Proposal for Phase II Sanitary Sewer Overflow Investigation Project
NYSEFC/NYSDEC Wastewater Engineering Planning Study
File: P702.2712

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) is pleased the City of Newburgh requests our assistance to continue working with the City to investigate sanitary sewer overflows. The following proposal is for the completion of Phase II Sanitary Sewer Overflow Investigation. As you are aware, the City of Newburgh was successful with its grant request (prepared and submitted on behalf of the City by B&L) through the Consolidated Funding Application (CFA) process in December 2015. On behalf of everyone at B&L, congratulations!

This award consists of an Engineering Planning Grant of \$100,000, administered by the Clean Water State Revolving Fund (CWSRF) for identification of point source sewage pollution along the City's Hudson River Waterfront. This grant requires that the City provide a 20% minimum local share of the total project cost (i.e., \$25,000 minimum local match and \$125,000 total project cost required to maximize the grant). The grant also requires 30% participation by Minority and/or Women Owned Business Enterprises (M/WBE) for contracted services exceeding \$25,000.

Background:

A sample taken on May 14, 2014 by the Riverkeeper identified elevated levels of enterococcus, a more prominent indicator organism than E-coli; near the Newburgh Boat Launch. Over the years 58% of the samples taken in the vicinity of the Boat Launch have exceeded the EPA guidelines for safe swimming. The latest round of sampling conducted on July 9, 2014 indicate a count of 2420 which is in far excess of the EPA safe swimming guidelines of 60 counts. Upon investigation using dye testing, the City identified several properties along the two blocks bounded by Washington Street, Colden Street, Water Street and Renwick to have sanitary sewer laterals connected directly to the CSO #004 overflow pipe. These direct connections were previously not known to exist. The City has an active project to install a new gravity sanitary sewer and pump station to direct these flows to the Wastewater Treatment Plant and away from CSO #004. Through additional investigations and field testing with dye by the City Engineer and the Building Inspector, additional sanitary sewer overflow (SSO) connections similar to the one described above are suspected to exist.

The experience to **listen.**
The power to **solve.** 

Mr. Jason Morris, City Engineer
City of Newburgh
March 16, 2016
Page 2



In 2015, the City received an Engineering Planning Grant of \$27,840 (with local match of \$6,960) administered by the Clean Water Revolving Fund (CWSRF) to complete the Phase I SSO Investigation. Prior to starting this investigation, eleven (11) CSO pipes required inspection. The project included approximately 6,700 feet of closed circuit televised (CCTV) of CSO pipes that discharge to CSO #001, CSO #007, CSO #008, CSO #009, CSO #013, and the Carpenter Street drainage outfall (DO). Large debris and broken pipes impeded CCTV investigation in some pipe segments. Eleven (11) illicit connections were disconnected from CSO #013 and four (4) additional suspect connections were identified throughout the investigation areas.

For Phase II, B&L will continue to work with the City to prioritize the CCTV Inspections and outfalls with the available funds. These CCTV inspections of the overflow pipes would serve to identify any additional direct connections such as those found on Water Street and during the Phase I investigation.

We understand that the City desires to conduct inspections of the combined sewer system overflows and identify any direct sanitary connections causing sanitary sewer overflows downstream of Combined Sewer Overflow Regulators. The City desires to conduct prioritized CCTV inspections of overflow pipes from combined sewer regulators to their point of discharge into the Hudson River that the City has yet to investigate.

It is assumed that the 20% City local share requirement of the Grant Funding of \$25,000 will be met through in-kind services to be performed by City staff. In-kind services will include data collection, GIS mapping, cleaning of sewers, traffic control, CCTV observation, and public notification to residents and regulatory agencies. It is to be noted that the CCTV services will be subcontracted to a qualified Minority Business Enterprise (MBE) contractor, if possible, as our contract is subject to a 30% M/WBE participation goal, which we intend to meet. The project will be completed in accordance with the enclosed "Non-Construction Bid Packet" for the New York State Revolving Fund.

SCOPE OF SERVICES:

1. Kick off Meeting & Data Review:

Work under this task will include a meeting with the City Engineer and City Department of Public Works (DPW) to determine the prioritized locations for CCTV investigation. Determination will be based on knowledge of any ongoing concerns of the aging sewer infrastructure, past work performed, suspected areas of continually contributing sanitary sewer overflows, and records of documented SSO sources and maintenance problem areas.





B&L will review the City's collection system mapping with the City Engineer and DPW to confirm pipe sizes, materials, manhole numbering system, and flow directions to the greatest extent possible.

2. Project Mapping:

B&L will coordinate with the City GIS Department and City Engineer to generate project base maps illustrating the GIS mapping and sewer records for the project areas. The creation of these maps is anticipated to be included as part of the City's 20% in-kind services match.

B&L will use the project base maps to generate CCTV maps to illustrate to the CCTV Subcontractor the proposed locations for CCTV.

3. Closed Circuit Television (CCTV) Inspections of Regulator Overflow Pipes:

Based on our understanding of the project, the City desires to determine the presence of sanitary sewer connections to the combined sewer overflow pipes downstream of a regulator. In order to make the most of the grant funds, the City may consider utilizing its own staff to label, uncover and provide light cleaning prior to CCTV work. Note that this effort is anticipated to be part of the City's 20% in-kind services match.

The following table summarizes each known CSO and DO and status of work completed to date. CCTV inspections will be completed starting with highest priority CSO outfalls and working towards lower priority CSOs.

From Regulator/ Diversion Chamber	To CSO/DO	Location	CCTV Investigation Status	Priority
	CSO #01	S. Interceptor along S. Water St.	At WWTP, CCTV not necessary	High
Reg #01	CSO #02	Along Water St. from CSX crossing	Started under Phase I, requires additional heavy cleaning to CCTV	High – Complete Heavy Cleaning
Reg #02	Reg #02	West trunk sewer overflow	Completed under West Trunk Sewer Project	No Action Required
Reg #03	CSO #03	Along Renwick St. north of Colden St.	Completed by City	No Action Required
Reg #04	CSO #04	Along S. William St. just south of Edward St.	Not Completed	Moderate
Reg #05	CSO #06	First St. at intersection with	Not Completed	Moderate





		Montgomery St.		
Reg #06	CSO #07/ DO #03	Along Second St. south of Grand St.	Started under Phase I, requires additional heavy cleaning to CCTV	High, Requires heavy cleaning
Div Ch. C	CSO #08	Fourth St. at intersection with Front St.	Completed	No Action Required
Reg #07	CSO #10	South St. from Smith St.	Started under Phase I, requires removal of trash rack to CCTV	High, City to Remove Trash Rack
Div Ch. D	City investigated and discovered no Chamber in this location		Completed by City	No Action Required
Reg #08	CSO #11	Along Clinton St. north of Water St.	To be completed under Liberty & Grand project	No Action Required
Reg #09	CSO #09	Broad St. at intersection with Water St.	Started under Phase I, requires additional heavy cleaning to CCTV	High, heavy cleaning required
Reg #10	CSO #12	Along Nicoll St. just north of Hudson St.	Not Completed	High
Reg #11/ Div Ch. E	CSO #13	Park Place at intersection with Montgomery St.	Completed	No Action Required
Div Ch. A	CSO #05/ DO #01	Along Washington St. at intersection with Colden St.	Not Completed	Moderate
N/A	DO #02	Carpenter Ave. from Water St.	Started under Phase I, requires repair collapsed pipe to CCTV	Pipe Repair Required
N/A	DO #04	Third St. from Front St.	Not Completed	Low
Div Ch. B	DO #05	Fourth St. from Front St.	Not Completed	Moderate
N/A	DO #06	Fifth St. from Front St.	Not Completed	Moderate
N/A	DO #07	South St. from Carpenter Ave.	Not Completed	Moderate

B&L staff will be available during the CCTV activities, but it is assumed the City staff will be onsite to identify direct connections of sanitary laterals to these outfalls. Direct connections will be flagged and the City Engineer & Contracted Operator to complete the two (2) hour notification sheet and Report of Non Compliance for submission to the NYSDEC within two (2) hours of discovery of a Direct Connection or Sanitary Sewer





Overflow (SSO). Note that this effort is anticipated to be part of the City's 20% in-kind services match.

These inspections should not only indicate the presence of direct connections, but should also indicate pipe sags, displaced joints and debris, root ball intrusions or other obstacles that would prevent the pipe from flowing freely. It is assumed that no bypass pumping will be necessary to facilitate the CCTV as the work will occur when it is not raining. B&L will subcontract CCTV services with a qualified subcontractor. It is preferred that the contractor use the GRANITE™ software so that these can be directly uploaded into the City's electronic database. All data files will be submitted to the City on a thumb drive.

B&L intends to subcontract the CCTV Services with a certified M/WBE firm to fulfill 30% MWBE requirement of the grant. The amount of CCTV completed will depend upon the amount of heavy cleaning required and the budget available. Remaining CCTV work required will be prioritized using the available funds.

The City will be responsible for maintaining traffic control during the CCTV work. Acceptable protection from traffic must be provided to the CCTV subcontractor. Note that this effort is anticipated to be part of the City's 20% in-kind services match.

4. Draft Sewer Investigative Report:

Combining the information gathered during the tasks above, the B&L team will prepare a draft version of the Sewer Investigative Report for review with the key stakeholders. The report will document the results of the sanitary sewer evaluation activities summarized above. The report will include sewer GIS Maps prepared by the City and updates showing the identified SSO's within the existing sanitary sewer system. Note that this effort can be part of the City's 20% in-kind services match. B&L and the City of Newburgh representatives will then meet to discuss the draft report. Three (3) hard copies and one (1) electronic copy of the Draft Report will be submitted to the City for review.

5. Final Sewer Investigative Report:

Once the Draft Sewer Investigative Report is reviewed and revised based on input from project stakeholders, B&L will develop a presentation that summarizes the results. This information will then be presented during a City Council meeting.

A Final Report will be prepared for presentation to the project stakeholders and the public. It is assumed that attendance at one (1) City Council Meeting or Workshop will be necessary to present the findings of the Final Report. Five (5) hard copies and one (1) electronic copy of the Final Report will be submitted to the City upon completion. Additional copies can be provided at cost.





6. Regulatory Coordination:

The City will need to coordinate with regulatory agencies and identify applicable regulations pertaining to the work proposed including the April 24, 2009 Guidelines for Sanitary Sewer Overflow Abatement Analysis. Continued correspondence with regulatory staff may be required throughout the duration of the project.

TECHNICAL ASSUMPTIONS

SEQR –The proposed action is defined as a Type II Action in compliance with State Environmental Quality Review (SEQR; 6 NYCRR Part 617). Specifically, Subdivision 6.15(c)(1); maintenance or repair involving no substantial changes in an existing structure or facility.

Wetland Delineation – It is assumed that the sewers are located along public rights-of-way used for travel and no wetlands exist. Should a Wetland Delineation be necessary B&L would complete these as an additional service, under a separate authorization.

Archeological and Threatened/Endangered Species –Similar to other work within public right of ways it is anticipated that no impacts to archeological and/or threatened or endangered species will occur. Should screening or mitigation be is determined necessary B&L would complete these services as an additional service under separate authorization.

Topographic & Boundary Surveying Services are not included. Should these be determined to be necessary to achieve the project goals, B&L would complete these as an additional service under a separate authorization.

Easements Maps and Descriptions –It is assumed that all sewers are within existing sewer easements or right-of-ways. Therefore additional easement procurement has not been included in this proposal.

Subsurface Investigations – It is assumed that no excavation will be required; therefore costs for subsurface investigations have not been included.

SPDES NOI and SWPPP Preparation – It is assumed that no excavation or construction will be required; therefore preparation of a SWPPP or SPDES NOI has not been included.

Sewer Cleaning - It is assumed that all light cleaning will be provided by the City and heavy cleaning is to be provided by the CCTV subcontractor. If additional hours are required or additional finds to complete additional heavy cleaning, B&L will request the City's authorization under a separate authorization to proceed forward. We will not bill beyond this amount without a change in scope and approval of the City Council.



Mr. Jason Morris, City Engineer
City of Newburgh
March 16, 2016
Page 7



Municipal Advisor Services - The services Barton & Loguidice proposes to provide DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice is understood by the parties to be strictly engineering opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The parties to whom this proposal is being provided should determine independently whether they require the services of an municipal advisor.

CWSRF Planning Grant – M/WBE Utilization Compliance

B&L shall comply with provisions of the NYS Environmental Facilities Corporation (EFC) "Required Terms for Contracts and Subcontracts Receiving SRF Financial Assistance", included in the attached "NYSEFC Required Terms" and incorporated into and made a part of this Agreement and all other terms and conditions reasonably required by EFC, as of the date of this agreement.

SCHEDULE

The final Preliminary Engineering Report will be completed within nine (9) months of execution of the grant agreement in accordance with program guidelines.

SERVICES NOT INCLUDED

Additional services will be required to complete a capital improvement project (should the City elect to do so), which are not included as part of this proposal. Tasks specifically not included are as follows:

- Topographic, Boundary & Bathometric Surveys
- SEQR, environmental impact statement or environmental studies
- Supplemental environmental field work or studies as required by agencies
- Subsurface investigations
- Excavation
- Design, bid, permitting or construction related services



Mr. Jason Morris, City Engineer
City of Newburgh
March 16, 2016
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FEE FOR SERVICES

For the Scope of Services presented above, Barton & Loguidice, D.P.C (B&L) proposes to be compensated on a Lump Sum basis. The fee for services would be a lump sum fee of One Hundred Thousand Dollars (\$100,000). Billing is proposed to be monthly in proportion to the services completed through the date of the invoice. Barton & Loguidice, D.P.C. proposes to provide the Scope of Services described herein for the following fees:

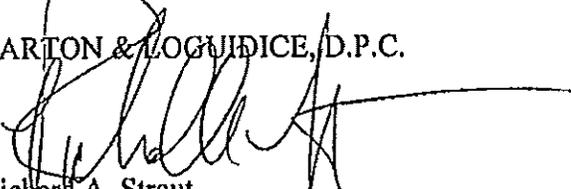
Kickoff Meeting, Data Review Mapping & Grant Administration	\$ 6,000 Lump Sum
Closed Circuit Television (CCTV) & Cleaning	\$74,000 Lump Sum
Sewer Investigative Report	<u>\$20,000 Lump Sum</u>
Total:	\$100,000 Lump Sum

This project will be in accordance with our Standard Terms and Conditions for Professional Engineering Services (copy attached). Authorization of these services may be done by signature below. Please retain one (1) copy for City files and return one (1) to B&L.

We appreciate this opportunity to provide further professional services to the City and look forward to expanding our working relationships with City officials and staff. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Anthony Eagan or me.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.


Richard A. Straut
Executive Vice President

ATE/BLS/ojf
Encl.



Mr. Jason Morris, City Engineer
City of Newburgh
March 16, 2016
Page 9



Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the City of Newburgh to proceed with the services described herein in accordance with the Terms and Conditions proposed herein and the attached terms and conditions.

RECOMMENDED BY:

Jason Morris P.E. Date
City Engineer

APPROVED AS TO FINANCES:

John Aber Date
City Comptroller

APPROVED AS TO FORM:

Michelle Kelson Date
Corporation Council

AUTHORIZED:

Michael Ciaravino Date
City Manager



Mr. Jason Morris, City Engineer
City of Newburgh
March 16, 2016
Page 10

NYSEFC Required Terms

**ENGINEERING PLANNING GRANT (EPG) PROGRAM
PROJECT BUDGET AND PLAN OF FINANCE**

Date: January 18, 2016

EPG Project Number: 55537

Project Name/Description: Phase II Sanitary Sewer Overflow Investigation

Recipient Name: City of Newburgh

County: Orange

	<u>COST</u>	<u>SUBTOTAL</u>
ENGINEERING		
Planning	\$ 100,000.00	
Design		
Administrative		
Other		\$ 100,000.00
LEGAL		\$ 0.00
ADMINISTRATIVE FORCE ACCOUNT		\$ 0.00
TECHNICAL FORCE ACCOUNT		
In Kind Services	\$ 25,000.00	\$ 25,000.00
OTHER (SPECIFY)		\$ 0.00
CONTINGENCY		\$ 0.00
	Project Costs	\$ 125,000.00
	Grant Amount	\$ 100,000.00
	Local Share (minimum 20%)	\$ 25,000.00
	Other Sources of Funding (please specify)	

RESOLUTION NO.: 73 - 2016

OF

MARCH 28, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DETERMINING THAT THE PROPOSED CITY SANITARY SEWER ILLICIT
DISCHARGE IDENTIFICATION STUDY IS A TYPE II ACTION UNDER THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND WILL NOT HAVE A
SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT**

WHEREAS, on July 13, 2015 through resolution 170-2015 the City Council authorized Barton & Loguidice, D.P.C. to submit a planning grant through the consolidated funding application process to apply for and accept an award in an amount up to \$125,000.00; and

WHEREAS, Barton & Loguidice D.P.C. prepared and submitted the Wastewater Infrastructure Engineering Planning Grant (EPG) application to the New York State Department of Environmental Conservation/Environmental Facilities Corporation through the consolidated funding application process at no cost to the city; and

WHEREAS, on December 10, 2015 the Governor announced that the City was awarded a \$100,000.00 EPG administered by the New York State Environmental Facilities Corporation (NYSEFC) for the commissioning of a Phase II Sanitary Sewer Illicit Discharge Identification Study (the "Project"); and

WHEREAS, the City has been notified of the award of a \$100,000.00 EPG by the New NYSEFC for the commissioning of the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, and the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6 NYCRR Part 617 (the "Regulations"), the City desires to comply with SEQRA and the Regulations with respect to the project; and

WHEREAS, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under SEQRA provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation reviewed the Project in accordance with the New York State Historic Preservation Act of 1980 and issued an opinion that the Project will have no impact upon archaeological and/or historical resources listed in or eligible for the New York State and National Registers of Historic Places;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby determines that the proposed Phase II Sanitary Sewer Illicit Discharge Identification Study is a Type II action in accordance with 6 NYCRR Section 617.5(c)(18) and (21) which constitutes an engineering study and is therefore not subject to review under 6 NYCRR Part 617.

RESOLUTION NO.: 74 - 2016

OF

MARCH 28, 2016

A RESOLUTION AUTHORIZING AND APPROPRIATING
THE LOCAL MATCH REQUIRED BY THE
NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
THE ENGINEERING PLANNING GRANT PROGRAM

WHEREAS, by Resolution No. 170-2015 of July 13, 2015, the City Council of the City of Newburgh authorized Barton & Loguidice, D.P.C. to apply for a planning grant from the New York State Environmental Facilities Corporation through the Consolidated Funding Application process in an amount not to exceed \$125,000.00 and further authorized the City Manager to accept, if awarded, said planning grant; and

WHEREAS, the City of Newburgh was awarded an Engineering Planning Grant in the amount of \$100,000.00 administered through the New York Clean Water State Revolving Fund for the continued identification of point source sewage along the City's Hudson River waterfront; and

WHEREAS, said Engineering Planning requires a twenty (20%) percent local match in the amount of \$25,000.00, which will be derived from the in-kind services of the City's staff, for a total project cost of \$125,000.00; and

WHEREAS, the City of Newburgh finds that authorizing and appropriating the local match required is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York authorizes and appropriates a minimum of 20% local match as required by the Engineering Planning Grant Program for the Phase II Sanitary Sewer Illicit Discharge Identification Study. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the City Manager shall not exceed \$25,000.00 based upon 20% of the total project cost of \$125,000.00 based upon a total estimated maximum project cost of \$125,000.00. The City Manager may increase this local match through the use of in-kind services without further approval from the City Council of the City of Newburgh.

RESOLUTION NO.: 75 - 2016

OF

MARCH 28, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR THE VACANT HISTORIC BUILDING
DEMOLITION PROJECT, ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM
AND ISSUING A NEGATIVE DECLARATION**

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

WHEREAS, the City of Newburgh proposes undertake the financing of several capital improvement projects including the Vacant Historic Building Project (the "Project") which includes the demolition of the buildings located at 115, 139, and 169 Johnston Street, 191 South Street, 68 Campbell Street, 254 Liberty Street, 161 Lander Street, and 140 and 251 Third Street; and

WHEREAS, by Resolution No. 29-2016 of February 8, 2016, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classified the Project as a Type I Action, proposed to accept a Long Environmental Assessment Form and referred same to the involved and interested agencies; and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh now wishes to assume Lead Agency status, approve and adopt a Long Environmental Assessment Form; and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of demolishing these vacant and distressed buildings located within the East End Historic District and has determined that there will be no negative environmental impacts regarding same;

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

1. That the City Council of the City of Newburgh hereby declares itself to be Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council proposes to adopts the Long Environmental Assessment Form attached hereto; and

3. Issues a Negative Declaration pursuant to the SEQRA.

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 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 1 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 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Vacant Building Demolition - Historic District		
Project Location (describe, and attach a general location map): Multiple Properties throughout the City of Newburgh		
Brief Description of Proposed Action (include purpose or need): Demolition of vacant dilapidated buildings located at 115, 139, and 169 Johnston Street, 191 South Street, 68 Campbell Street, 2 and 254 Liberty Street, 161 Lander Street, and 140 and 251 Third Street. It has been determined that the buildings are structurally unsafe and pose a threat to public safety.		
Name of Applicant/Sponsor: City of Newburgh	Telephone: (845) 569-7301	E-Mail:
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Jason Morris, P.E. - City Engineer	Telephone: (845) 569-7447	E-Mail: jmorris@cityofnewburgh-ny.gov
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
Property Owner (if not same as sponsor): See Attached	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, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	ARC	
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	SHPO	
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input 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 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 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 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 type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	

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 type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	

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?
Broadway Corridor, Downtown Neighborhood, Medium Density Residential

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 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 Department, Mobile Life Support Services, Inc.

d. What parks serve the project site?
Downing Park, Audrey Carey Park, Tyrone Crab Park, Courtney Avenue 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)? building demolition and greening of the vacant parcel.

b. a. Total acreage of the site of the proposed action? 0.69 acres
b. Total acreage to be physically disturbed? 0.55 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? n/a 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 _____
- Anticipated commencement date of phase 1 (including demolition) April month 2016 year
- Anticipated completion date of final phase March month 2018 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 demolition shall commence as funding is available and will continue as funding is available.

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

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

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): _____

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:

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

If Yes, describe: _____

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: _____

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?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

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)?

 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)
 Excavator, skidsteer, and/or other equipment necessary to knock down and remove debris. _____
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
 n/a _____
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
 n/a _____

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 ½ 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: <ul style="list-style-type: none"> • Monday - Friday: _____ 7:00 a.m. to 7:00 p.m. _____ • Saturday: _____ by permit only _____ • Sunday: _____ n/a _____ • Holidays: _____ n/a _____ 	ii. During Operations: <ul style="list-style-type: none"> • Monday - Friday: _____ n/a _____ • Saturday: _____ n/a _____ • Sunday: _____ n/a _____ • Holidays: _____ n/a _____
---	--

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:
Ambient levels will likely be increased to excavator, skidsteer, and/or other equipment necessary to knock down and remove debris.

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

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: _____ 25 tons per _____ month (unit of time)
- Operation : _____ n/a tons per _____ n/a (unit of time)

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

- Construction: Onsite recycling or reuse of demolished materials is not proposed.
- Operation: n/a

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

- Construction: licensed/permited facility chosen by the contractor and/or their hauler.
- Operation: n/a

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): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.55	0	- 0.55
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Landscape</u>	0.14	.69	+ 0.55

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:

e. Does the project site contain an existing dam? Yes No
 If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

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:

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): _____
 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): B00189, 336042, 546031, 336031, 336055, B00188
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Several sites in current stages of remediation are relatively proximate to the sites. None are adjacent. None will have any effect, positive nor negative, on those existing remediation sites.

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? _____ 6.56 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:

MdB - Mardin Gravelly Silt Loam	_____	58 %
MdC - Mardin Gravelly Silt Loam	_____	42 %
	_____	%

d. What is the average depth to the water table on the project site? Average: _____ 1.41 feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ 100 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 85 % of site
 10-15%: _____ 15 % of site
 15% or greater: _____ % 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 _____	Classification _____
• Lakes or Ponds:	Name Polly Pond	Classification C
• Wetlands:	Name _____	Approximate Size _____
• 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:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">squirrels</td> <td style="width: 33%; border-bottom: 1px solid black;">woodchucks</td> <td style="width: 33%; border-bottom: 1px solid black;">birds</td> </tr> <tr> <td style="border-bottom: 1px solid black;">rats</td> <td style="border-bottom: 1px solid black;">cats</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	squirrels	woodchucks	birds	rats	cats	
squirrels	woodchucks	birds					
rats	cats						
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:							
<i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____							
<i>ii.</i> Source(s) of description or evaluation: _____							
<i>iii.</i> Extent of community/habitat:							
<ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Known occurrences are documented within the vicinity of the project site. The project site is consistent with dense urban development and no impact is anticipated to occur.							
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? <input type="checkbox"/> Yes <input type="checkbox"/> No							
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____							
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:							
<i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes:							
<i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> 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 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, US Post Office - Newburgh, Dutch Reformed Church, Old Town Cemetery and Palatine Church Site</u>	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
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 type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
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 type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<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.): _____	
<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 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 Michael G. Ciaravino Date _____

Signature _____ Title City Manager

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Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (The Land), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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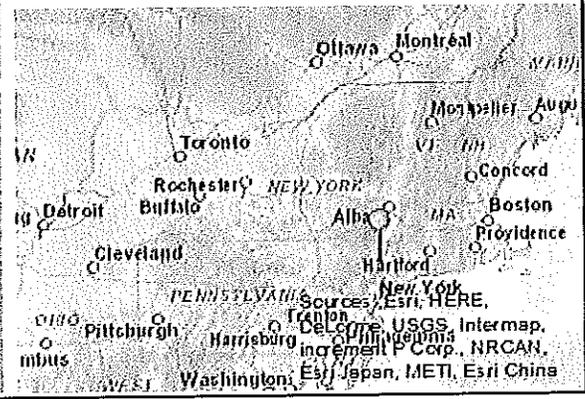
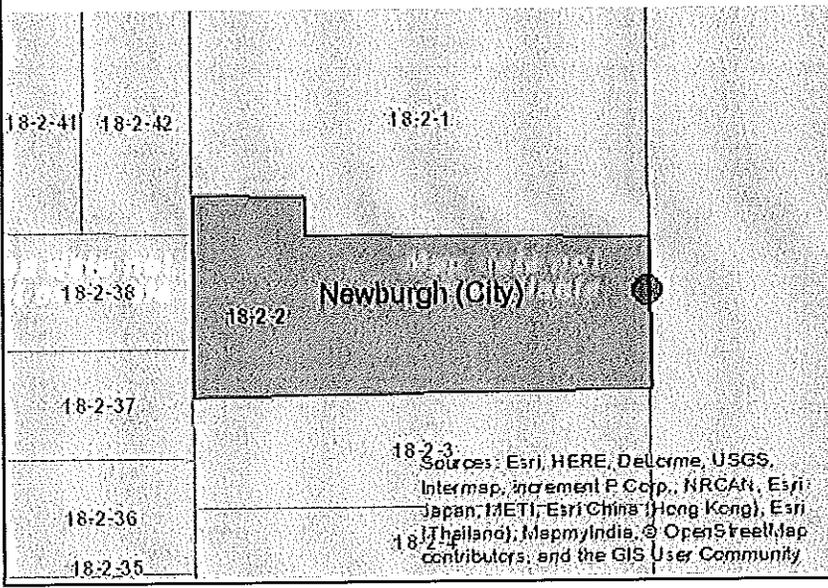


18-2-28	18-2-13	
	18-2-14	
18-2-27	18-2-15 Newburgh (City)	
	18-2-16	
18-2-26	Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community	

B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

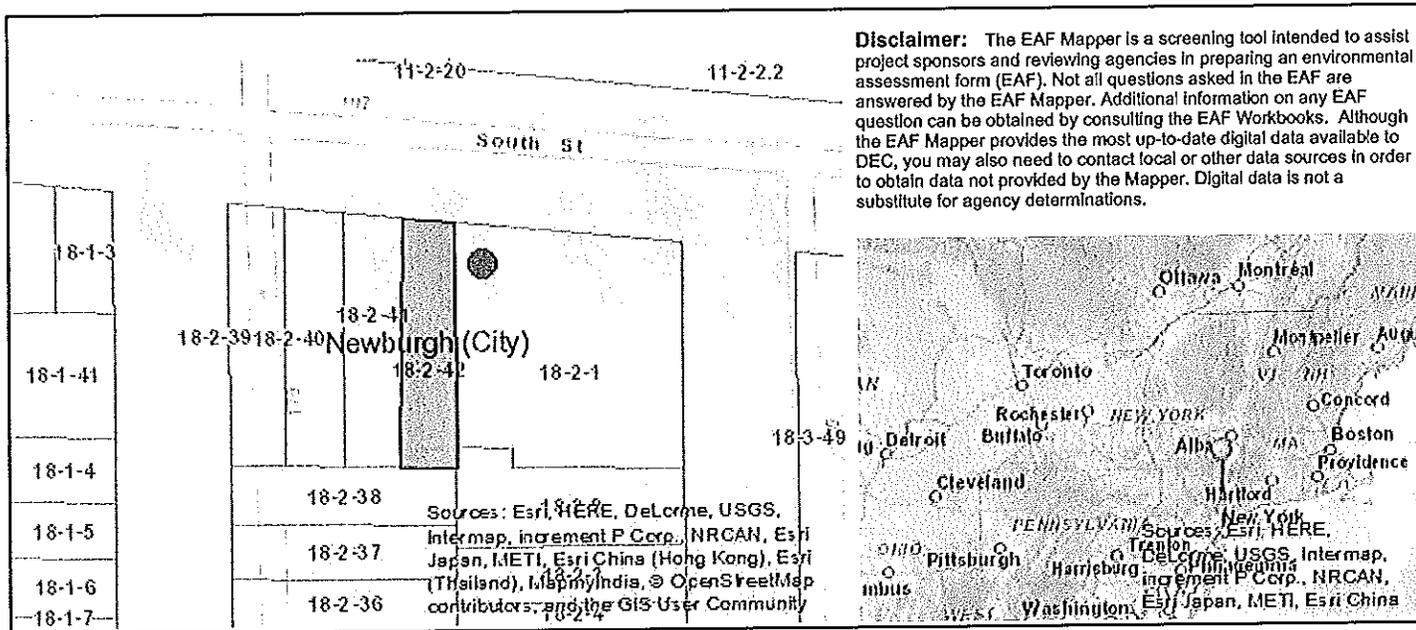
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
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E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

23-1-1

Newburgh (City)

23-2-19, 23-2-20, 23-2-5, 23-2-6, 23-2-18, 23-2-7, 23-2-17, 23-2-8, 23-2-16, 23-2-9, 23-2-14, 23-2-10, 23-2-15, 23-2-13, 23-2-11, 23-2-12

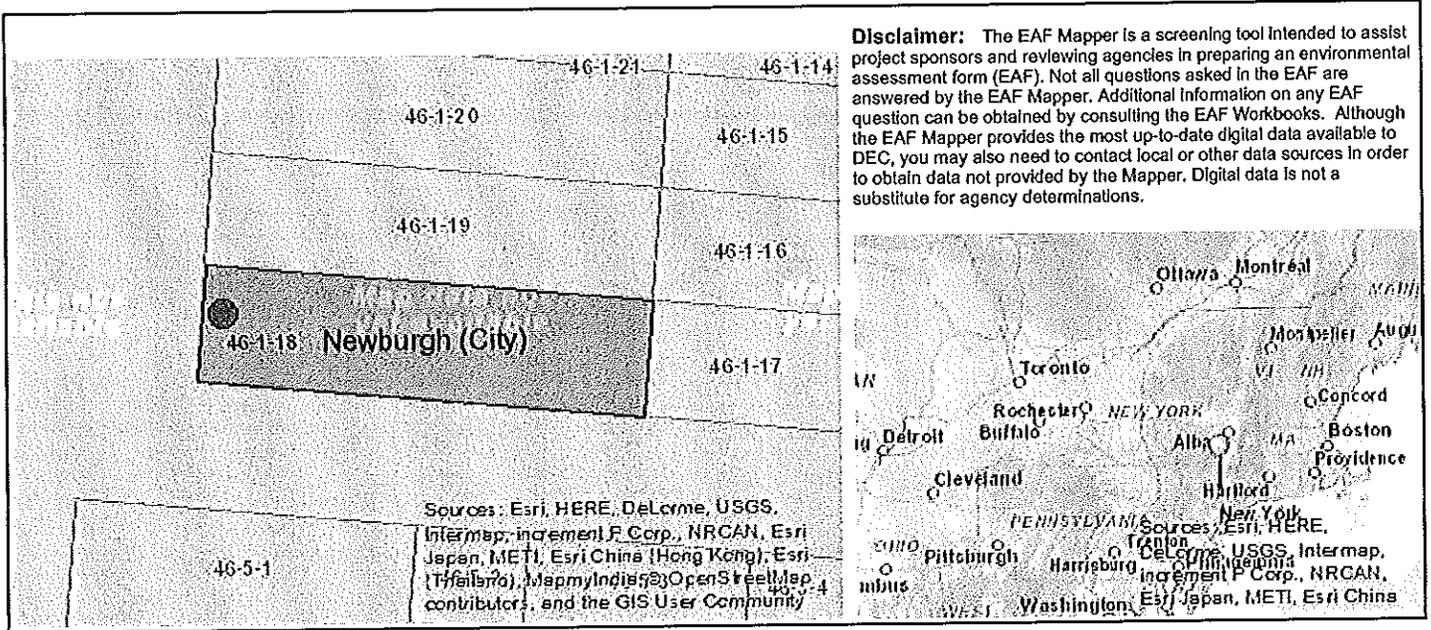
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), Swire, India, © OpenStreetMap contributors, and the GIS User Community

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B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
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E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336042
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

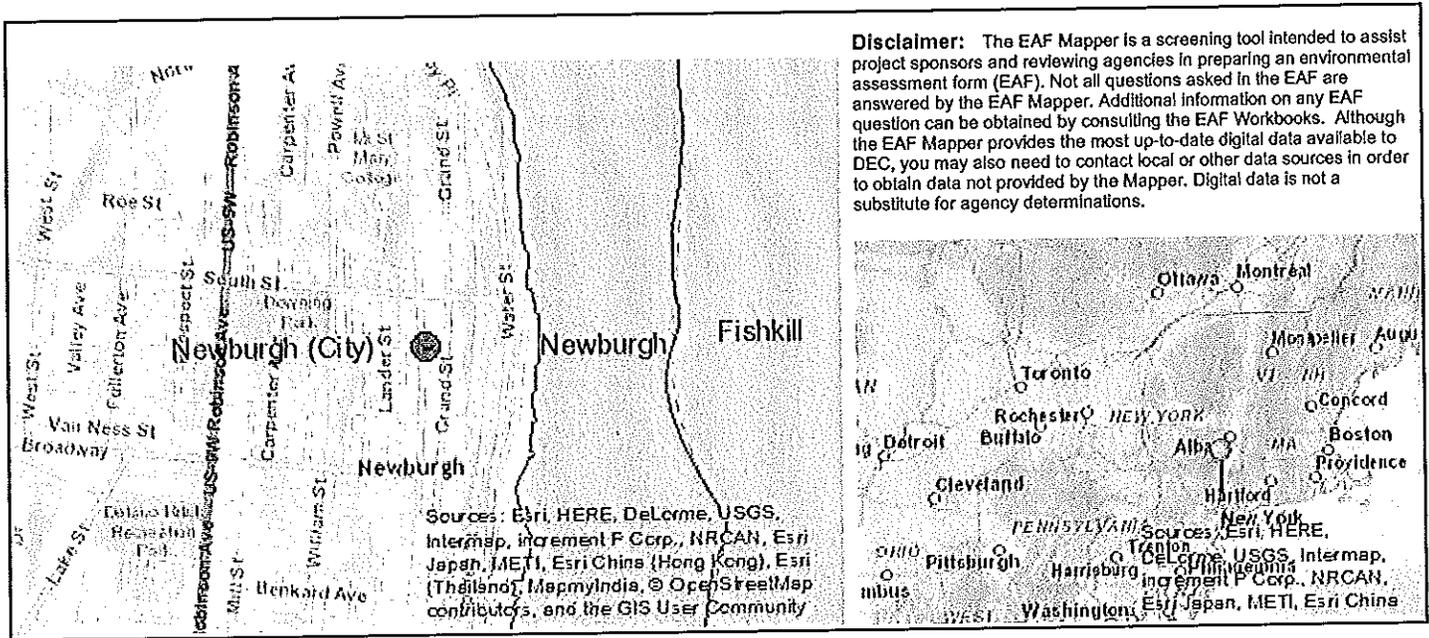
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District, US Post Office--Newburgh
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



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B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
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E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031 , 336031 , 336055 , B00188
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



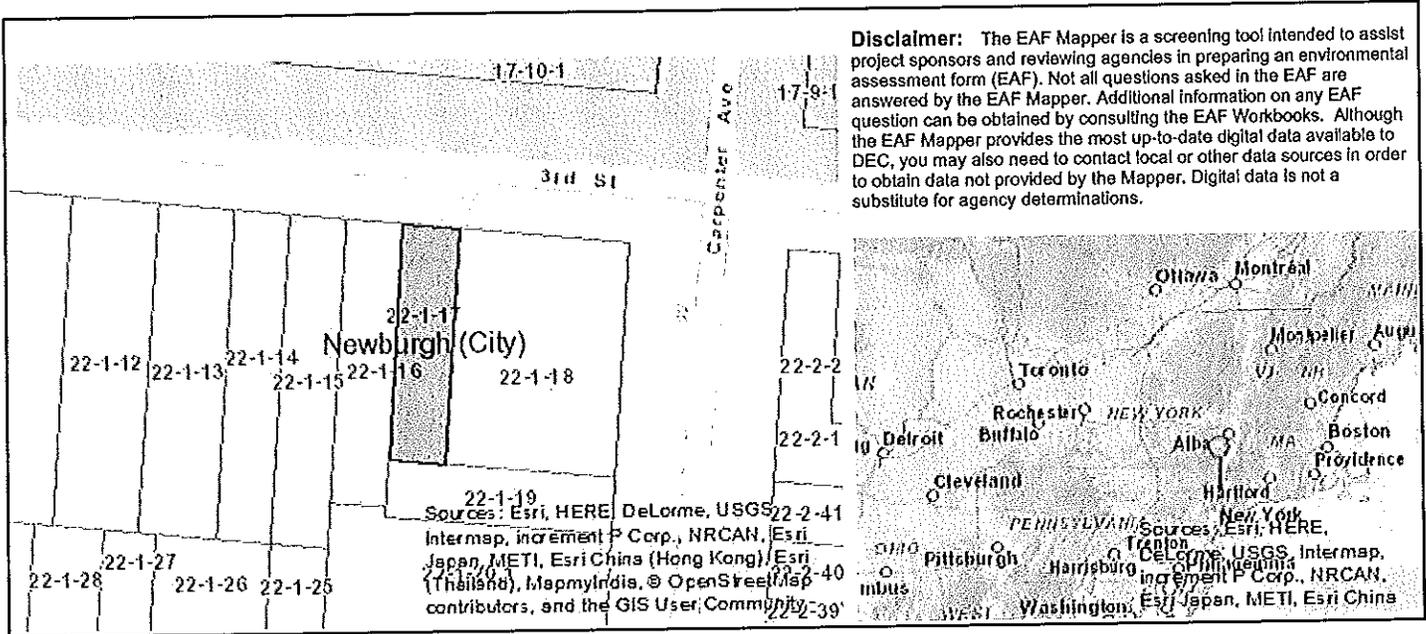
B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
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E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031 , 336042 , B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District, Dutch Reformed Church, US Post Office--Newburgh
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

18-4-50	18-4-5	<p>Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.</p> 
18-4-49	18-4-6	
18-4-48 Newburgh (City)	18-4-7	
18-4-47	18-4-8	
<p>Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community</p>		

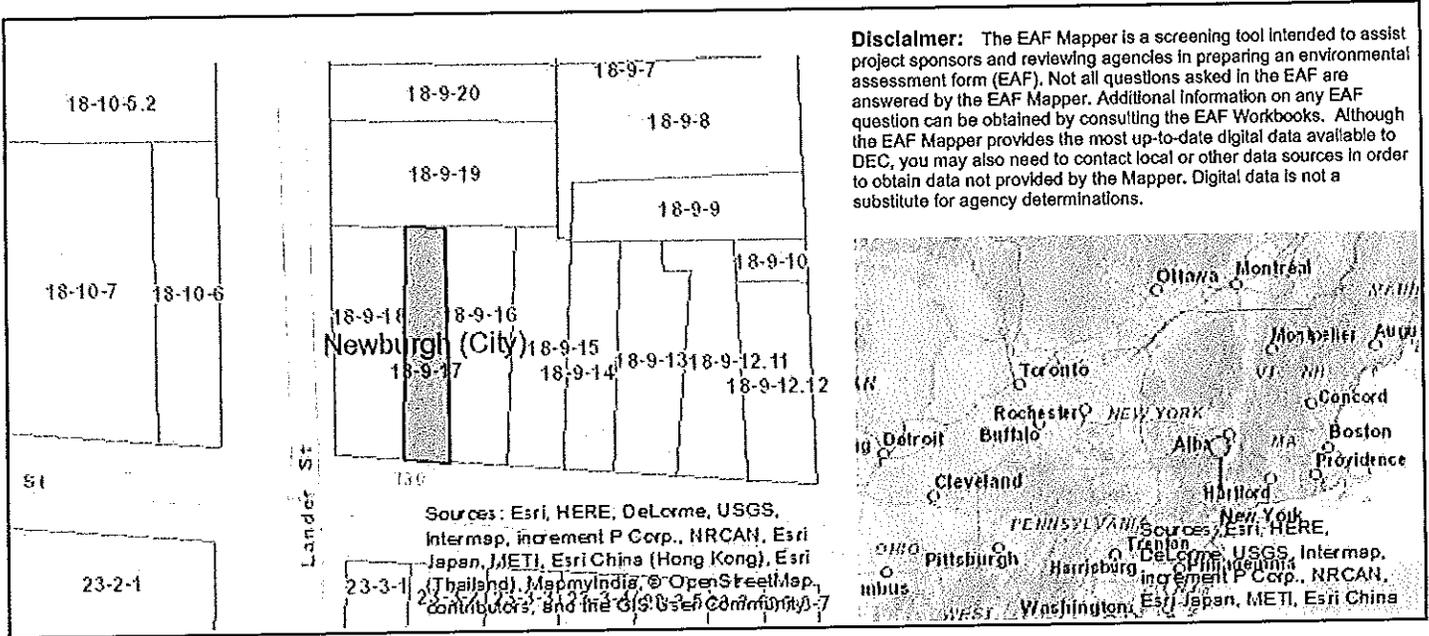
B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031 , B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District, Old Town Cemetery and Palatine Church Site
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
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E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336042 , B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District, US Post Office--Newburgh
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Project :

Date :

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1, E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

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

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1, D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

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

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

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

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

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

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

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

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

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

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health			
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

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

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

Project :

Date :

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

The review of Part I and subsequent completion of Part II of the LEAF revealed that the Proposed Action may have a moderate to large impact on Historic and Archaeological Resources due the identified properties being located within the East End Historic District. The City has worked closely with the U.S. Department of Housing and Urban Development related to Section 106 compliance and the New York State Historic Preservation Office in order to determine the best course of action to take with relation to the identified properties. Due to the extremely blighted and distressed nature of these structures; it has been determined there is an immediate threat to the health, safety, and general welfare of City residents due to identified structural deficiencies. Therefore, a Memorandum of Understanding among the City of Newburgh, New York State Historic Preservation Office, Advisory Council on Historic Preservation, and the U.S. Department of Housing and Urban Development has been developed to outline appropriate stipulations to be followed and implemented during the demolition process.

The structures will be demolished, including any foundation. Each site will be cleared and graded, then appropriately fenced to deter dumping. The cleared and stabilized lots will be offered to Habitat for Humanity for new construction of housing for their homeownership program. Any parcel that Habitat is not interested in, and cannot be transferred to a similar, known, not-for-profit homeownership development company, will be offered to adjacent property owners for ownership and use as a side yard.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status:

 Type 1 UnlistedIdentify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Memorandum of Understanding among the City of Newburgh, New York State Historic Preservation Office, Advisory Council on Historic Preservation, and the U.S. Department of Housing and Urban Development, see attached.

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

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

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

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

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

Name of Action: Vacant Building Demolition - Historic District

Name of Lead Agency: City of Newburgh Council

Name of Responsible Officer in Lead Agency: Michael G. Ciaravino

Title of Responsible Officer: City Manager

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date: March 17, 2016

For Further Information:

Contact Person: Alexandra Church, City Planner

Address: 83 Broadway, Newburgh, New York 12550

Telephone Number: (845) 569-7388

E-mail: achurch@cityofnewburgh-ny.gov

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

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

Other involved agencies (if any)

Applicant (if any)

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

RESOLUTION NO.: 76 - 2016

OF

MARCH 28, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE PRESERVATION LEAGUE OF NEW YORK STATE CONNECTION WITH PROFESSIONAL ENGINEERING SERVICES FOR THE DUTCH REFORMED CHURCH

WHEREAS, the Dutch Reformed Church is a historical, architectural and cultural gem in the heart of the City of Newburgh; and is the object of a dedicated campaign of generous and public-spirited citizens and local and national organizations to preserve, protect and restore; and

WHEREAS, the Preservation League of New York State ("Preservation League") is among the organizations devoted to the preservation of the Dutch Reformed Church; and

WHEREAS, the Preservation League proposes to assist the City in the continuing preservation efforts by engaging the firm of Ryan Biggs Clark Davis Engineering and Surveying, P.C. ("Ryan Biggs") to conduct a professional engineering assessment of the Dutch Reformed Church's current conditions in order to determine the next steps in the stabilization of the Church; and

WHEREAS, the Preservation League has obtained a proposal from Ryan Biggs to perform a structural engineering assessment of the Dutch Reformed Church at a cost of approximately \$18,500,000 which costs will be funded by the City's Community Development Block Grant Program; and

WHEREAS, the preservation, protection and restoration of the Dutch Reformed Church and the collaboration of the City and the Preservation League requires an agreement between the City and the Preservation League; the same being in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized on behalf of the City of Newburgh to enter into a sub-recipient grant agreement with the Preservation League of New York State for the retention and management of a professional engineering services contract with Ryan Biggs Clark Davis Engineering and Surveying, P.C. to perform a structural engineering assessment of the Dutch Reformed Church at a cost of approximately \$18,500,000 in substantially the form attached hereto with such other terms and conditions as may be required by Corporation Counsel as required by law and as being in the best interests of the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to take all such actions as are appropriate and necessary to carry out the terms and conditions of such contracts and carry out the subject work in furtherance of the preservation, protection and restoration of the Dutch Reformed Church; same as being in the best interests of the City of Newburgh.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2016

BY AND BETWEEN:

NAME: **Preservation League of New York State**

ADDRESS: 44 Central Avenue, Albany, New York 12206

FEDERAL EMPLOYER ID #: _____

A not-for-profit corporation established under the laws of the State of New York, having its principal office at 44 Central Avenue, Albany, New York, hereinafter referred to as referred to as the "Sub-grantee", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "City",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement (**Attachment A**); and

WHEREAS, City wishes to engage the Preservation League as sub-grantee to conduct the aforementioned program for the period of such agreement;

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Attachment A, and the project budget not to exceed \$20,000.

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

(1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager of the City.

(5) The Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof or as otherwise provided herein.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

- (1) Upon request by the Sub-grantee, the City may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's independent auditors. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed \$20,000.00 as full payment for all services rendered by the Sub-grantee during the period of this agreement.
- (3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the as Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Law of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR New York STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt

To the City: City Manager
Executive Office
83 Broadway,
Newburgh, NY 12550

To the Sub-grantee:

With a copy to:

With a copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh NY 12550

IN WITNESS WHEREOF, the **Sub-grantee, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

WITNESS BY: _____

Preservation League of New York

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS BY: _____

By _____

City Manager

Date _____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller



RYAN BIGGS
CLARK DAVIS
ENGINEERING & SURVEYING

October 16, 2015
Revised January 29, 2016

Ms. Erin Tobin
Preservation League of NYS
44 Central Avenue
Albany, NY 12206

Re: Dutch Reformed Church - Newburgh, New York
Ryan Biggs | Clark Davis Proposal P9892

Dear Ms. Tobin:

We are pleased to submit this revised proposal for limited professional services to be performed for the structural evaluation at the Dutch Reformed Church in Newburgh, New York.

The existing structure is approximately 50 feet wide by 100 feet long. The building has wood-framed floors and roof supported by stone and brick-masonry exterior walls and foundations. The roof framing consists of heavy wood timber trusses spanning across the building, heavy timber beams between the truss top chords, and rafters supported by the beams. There have been previous foundation stabilization and floor reinforcing projects. Partial roof framing reinforcing was designed and drawings were prepared by Ryan-Biggs Associates in 2009 as part of a roof repair project by Mesick Cohen Wilson Baker Architects. The roof reinforcing project was limited in load capacity for construction loading to allow the installation of a new roof. The project was not performed.

In January 2012, the existing arched, plaster ceiling collapsed. We visited the site at that time and the following structural concerns were noted during our site visit:

- There were cracked floor framing members. This was caused by the impact of the falling ceiling.
- Areas of the balconies may have displaced.
- The trusses may have been damaged. Additional truss reinforcement from the damage may be required.
- The truss reinforcement should consider current snow loading and supports for the future ceiling framing.
- The existing masonry walls may have been damaged.

This proposal is based on the conditions observed at the site in January 2012 and January 2016. Portions of the ceiling debris have been removed. Additional limited removals may be required to allow access for a lift to provide safe access to observe the truss connections and high wall conditions.

RYAN BIGGS | CLARK DAVIS
ENGINEERING & SURVEYING
www.ryanbiggs.com
info@ryanbiggs.com

CAPITAL DISTRICT-CORPORATE OFFICE
257 Ushers Road
Clifton Park, NY 12065
p 518 406.5506

FINGER LAKES OFFICE
4592 Jordan Road, PO Box 217
Skaneateles Falls, NY 13153
p 315 685.4732

HUDSON VALLEY OFFICE
20 Shaker Road, PO Box 730
New Lebanon, NY 12125
p 518 794.8613

Ryan Biggs | Clark Davis Engineering & Surveying, P.C., (Ryan Biggs | Clark Davis) and the Preservation League of NYS (Client) agree as set forth below.

A. SCOPE OF SERVICES

The scope of services provided by Ryan Biggs | Clark Davis will be to:

Investigation Phase

1. Make interior and exterior observations and take measurements of existing conditions as required for our work. A lift in the interior of the building will be used to observe each joint and member of the existing roof trusses, roof framing, and walls at truss bearing points. Observe the balcony framing and connections to the existing walls. Ceiling and balcony floor removals will be required to observe the conditions.

If conditions are found during the investigation that require stabilization, Ryan Biggs | Clark Davis will provide stabilization sketches to be installed. We have assumed 12 hours of engineering effort for this work if needed. The estimated professional fee for this work has been separated out in Section B, Compensation for Professional Services.

Access and construction services needed to assist in the evaluation will be provided by the Client or Owner. This includes:

- a. Selective removal of existing debris to allow access for the lift.
 - b. Lift and operator.
 - c. Ceiling and floor removals to observe the balcony framing and connections.
 - d. Installation of stabilization measures, if needed.
2. Perform an analysis of the existing roof trusses using the loads prescribed in the current building code (2010 *Building Code of New York State*). The purpose of the analysis is to identify reinforcing needed to upgrade the trusses to current code snow loads and new ceiling loads, and address additional structural damage that may have been caused by the progressive ceiling collapse.
 3. Perform a structural analysis of the existing walls and balcony structure. The connections of the balcony to the walls are of particular importance.
 4. Prepare a preliminary report of our findings. In the report, we will:
 - a. Identify problems observed.
 - b. Recommend additional removals for areas displaying symptoms of possible problems, if needed.
 - c. Develop a priority list of concept-level repair work to address problems observed.
 - d. Prepare an opinion of probable construction cost for repairs identified.
 5. Meet with Client to review the preliminary report and Client's comments. Issue final report.
 6. Prepare a proposal for the Design, Bid, and Construction Phases.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.

1. Provide material testing and engineering services.
2. Retain a contractor to provide access and construction services.
3. Prepare full bidding package and front-end documents.
4. Attend public review meetings or hearings.

B. COMPENSATION FOR PROFESSIONAL SERVICES

Ryan Biggs | Clark Davis will perform the listed services on an hourly basis for the following estimated fees plus the reimbursable expenses listed in C below.

Structural Evaluation and report:	\$16,500
Stabilization Sketches (if needed)	<u>\$ 2,000</u>
Total Professional Fee	\$18,500

Because the existing conditions of the site and trusses are not fully known, the scope of services may change, our fee is an estimate only. If the estimate is expected to be exceeded, you will be notified.

C. COMPENSATION FOR EXPENSES

Reimbursable expenses incurred by Ryan Biggs | Clark Davis for the project are in addition to the fee and shall include the following: printing, postage, shipping, courier services, and travel mileage to locations more than 25 miles from our office.

1. Reimbursable expenses will be billed monthly for the actual cost of expenditures plus a 10 percent administrative fee.
2. Reimbursable expenses are estimated to be \$500, but the amount invoiced may be greater depending upon the costs incurred.

D. TERMS AND CONDITIONS

1. Billing and Payment

- a. Invoice will be sent monthly.
- b. Payment shall be mailed to: Ryan Biggs | Clark Davis Engineering & Surveying, P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Payment is due upon receipt.
- d. After 90 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.

- e. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$225
Principal Associate	200
Senior Associate	175
Associate	160
Senior Engineer	140
Chief Surveyor	130
Professional Engineer	120
Design Engineer/Technician	100
Senior CADD	90
CADD	80
Non-Technical	55

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

3. Additional Services

Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Construction Cost

An opinion of probable construction cost is made on the basis of Ryan Biggs | Clark Davis' experience and best judgment as a design professional. However, since Ryan Biggs | Clark Davis has no control over cost of labor, materials, or equipment, or over competitive bidding or market conditions, Ryan Biggs | Clark Davis cannot guarantee that proposals, bids, or the construction cost will not vary from its opinion of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

6. Hazardous and Asbestos-Containing Materials

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil.

7. Existing Conditions

Inasmuch as the evaluation of an existing structure requires that certain assumptions be made regarding existing conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

8. Documents

- a. All documents produced by Ryan Biggs | Clark Davis under this agreement shall remain the property of Ryan Biggs | Clark Davis and may not be used by this Client or provided by this Client to any third party for any other endeavor without the written consent of Ryan Biggs | Clark Davis.
- b. Ryan Biggs | Clark Davis reserves the right to rescind the documents for failure of the Client to make payment under the terms of this agreement.

9. Electronic Media

- a. Electronic media refers to any exchange of non-tangible documentation.
- b. Any use or reuse of altered electronic media files by the Client or others after the final document submittal, without written verification by Ryan Biggs | Clark Davis or adaptation for the specific purpose intended will be at the Client's risk and full legal responsibility. Furthermore, the Client will, to the fullest extent permitted by law, indemnify and hold Ryan Biggs | Clark Davis harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle Ryan Biggs | Clark Davis to additional compensation at its current rates.

10. Allocation of Risk

Professional Standards

The only obligation of Ryan Biggs | Clark Davis and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$100,000.

Indemnification

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees and Subconsultants/Subcontractors from and against any and all damages, losses, liabilities or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all damages, losses, liabilities or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

11. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

12. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

13. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.

- b. This proposal is valid for a period of 60 days from the date on the first page.
- c. The agreement period is to last 18 months from the Ryan Biggs | Clark Davis signature date on the last page.

14. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

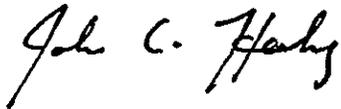
Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please return (1) one signed copy of this proposal to:
 Ryan Biggs | Clark Davis Engineering & Surveying, P.C.
 257 Ushers Road
 Clifton Park, New York 12065
 by mail or contracts@ryanbiggs.com by e-mail.

Agreed to by:

RYAN BIGGS | CLARK DAVIS
 ENGINEERING & SURVEYING, P.C.

PRESERVATION LEAGUE OF NYS



 Authorized Signature

 Authorized Signature

Jack C. Healy, P.E., Principal
 Print Name & Title

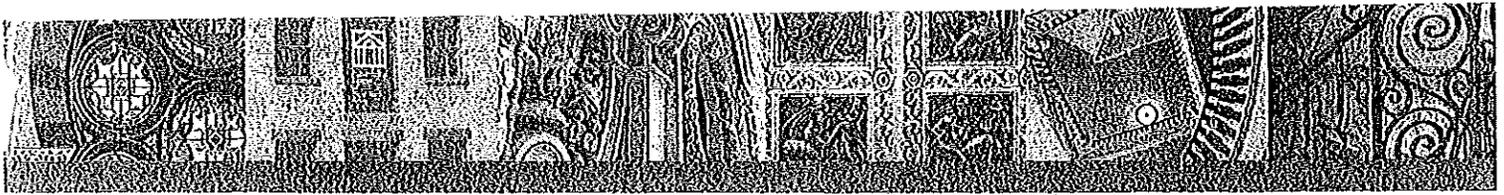
 Print Name & Title

January 29, 2016
 Date

 Date

JCH/vma/02

 Client Project Number or Purchase Order Number



Preservation
League
of
New York
State

44 CENTRAL AVENUE
ALBANY, NY 12206-3002
518-462-5658
FAX 518-462-5684
WWW.PRESERVENYS.ORG

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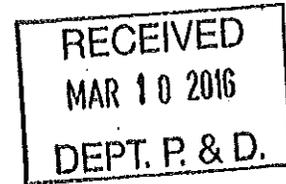
Charlotte Worthy

Caroline Rob Zaleski

Jay DiLorenzo
President

February 29, 2016

Mr. Michael G. Claravino
Newburgh City Manager
City Hall - 83 Broadway
Newburgh, New York 12550



Dear Mr. Claravino,

Beginning in August, staff from the Preservation League of New York State have been engaged in conversations with staff from the City of Newburgh and others, regarding the future of the 1835, National Historic Landmark, Dutch Reformed Church. Like you, we have been concerned for some time about the deteriorating condition of this building of national importance. With the collapse of a significant portion of the barrel-vaulted ceiling over the nave in 2012, we think that the time is right to do whatever we can to see that this landmark is stabilized and protected. If we wait much longer, we fear the building may be lost.

There have been a number of assessments of the building's conditions over the years, as well as the completion of a historic structure report that was funded with a \$15,000 grant from the Preservation League in 2002. However, since the collapse of the ceiling, we feel that it is important to have an updated professional engineering assessment of the church's current conditions in order to determine the next steps in the building's stabilization.

In January we toured the church with an engineer from the firm of Ryan Biggs Clark Davis who is familiar with the structure. His primary concern was that the ceiling collapse could have further compromised the truss system of the ceiling, as well as adding excessive weight to the nave floor and mezzanine. These situations must be assessed and remedied before debris removal can take place and stabilization work commenced.

Ryan Biggs Clark Davis proposes the following:

1. Make interior and exterior observations and take measurements of existing conditions as required. A lift in the interior of the building will be used to observe each joint and member of the existing roof trusses, roof framing, and walls at truss bearing points. Observe the mezzanine framing and connections to the existing walls. If conditions are found during the investigation that require stabilization, Ryan Biggs Clark Davis will provide stabilization sketches.
2. Perform an analysis of the existing roof trusses using the loads prescribed in the current building code. The purpose of the analysis is to identify reinforcing needed to upgrade the trusses to current code snow loads and new ceiling loads, and address additional structural damage that may have been caused by the progressive ceiling collapse.

2015-2016
TRUSTEES COUNCIL

Kent Barwick
George H. Beane
William L. Bernhard
Constance L. Clapp
William Clarkson
Henry S.F. Cooper
Randall T. Crawford
Joan K. Davidson
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Robert A.M. Stern
Cynthia C. Walnwright
Diana S. Walte
Steven J. Weiss
Caroline Rob Zaleski

Mr. Michael G. Claravino
February 29, 2016
Page 2 of 2

3. Provide a structural analysis of the existing walls and mezzanine structure. The connections of the mezzanine to the walls are of particular importance.
4. Prepare a preliminary report of all findings that will identify problems observed; recommend additional removals for areas displaying symptoms of possible problems; develop a priority list of concept-level repair work; prepare an opinion of probable construction cost for repairs identified.

The estimated cost for this work is not to exceed \$19,999.

We would like to secure funding from the City of Newburgh in order to contract with Ryan Biggs Clark Davis to complete this work. We believe that this conditions assessment will give us all a better understanding of the structure and what needs to be done in order proceed to the next step of stabilization.

I look forward to hearing your response and am available by telephone or email to discuss this matter further. Thank you again for all that you have done protect this important national landmark.

Sincerely,



Jay DiLorenzo
President

Cc: Deirdre Glenn, Director of Planning and Development
Alexandra Church, City Planner

RESOLUTION NO.: 77 - 2016

OF

MARCH 28, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC. TO THE PREMISES KNOWN AS 58 HENRY AVENUE
(SECTION 48, BLOCK 11, LOT 23)**

WHEREAS, on February 7, 2006, the City of Newburgh conveyed property located at 58 Henry Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 48, Block 11, Lot 23, to Habitat for Humanity of Greater Newburgh, Inc.; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc., by its attorney, has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, 6 and 7 of the aforementioned deed.

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

RESOLUTION NO.: 78 - 2016

OF

MARCH 28, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 159 LANDER STREET (SECTION 18, BLOCK 4, LOT 47) AT PRIVATE
SALE
TO ROBERT AND ERIKA URIE FOR THE AMOUNT OF \$1,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 159 Lander Street, being more accurately described as Section 18, Block 4, Lot 47 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 27, 2016, being ninety (90) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
159 Lander Street	18 - 4 - 47	Robert and Erika Urie	\$1,000.00

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

Terms and Conditions Sale

159 Lander Street, City of Newburgh (18-4-47)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2015-2016 School Taxes and 2016 County Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015-2016 School Taxes and 2016 County Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 27, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and

shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 79 - 2016

OF

MARCH 28, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ACCEPT A DONATION FROM THE DELANO HITCH RESTORATION FUND, INC.
IN THE AMOUNT OF \$250.00 TO PROVIDE FUNDING FOR
BASEBALL FIELD IMPROVEMENTS**

WHEREAS, the Delano Hitch Restoration Fund, Inc. is a group of dedicated persons who wish to devote their efforts to the protection, maintenance, promotion, improvement and enhancement of the Park through donations of funds and other works to benefit the Park and to improve the quality of life of the citizens of the City of Newburgh; and

WHEREAS, the Delano Hitch Restoration Fund, Inc. wishes to donate \$250.00 to provide funding for baseball field improvements; and

WHEREAS, this Council has determined that accepting such donation is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a donation from the Delano Hitch Restoration Fund, Inc., in the amount of \$250.00 to provide funding for baseball field improvements with the thanks of this Council on behalf of itself and of the children and families of the City of Newburgh.

RESOLUTION NO. 80 - 2016

OF

MARCH 28, 2016

**A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT
AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
PATROLMEN'S BENEVOLENT ASSOCIATION OF NEWBURGH, NEW YORK**

WHEREAS, City of Newburgh and the Patrolmen's Benevolent Association of Newburgh, New York, Inc. ("PBA") are parties to a collective bargaining agreement which expired on December 31, 2014; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and the PBA have engaged in collective negotiations for a successor agreement pursuant to the requirement of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the attached Collective Bargaining Agreement between the City of Newburgh and the PBA, which sets forth the terms and conditions of employment for the term January 1, 2015 through December 31, 2021, and has consulted with the representatives of the City, who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Memorandum of Agreement into a complete collective bargaining agreement with the Patrolmen's Benevolent Association of Newburgh, New York, Inc. for the term January 1, 2015 through December 31, 2021.

3/16/16

STIPULATION OF AGREEMENT made and entered into this ___th day of March 2016 by and between the negotiating committees for the City of Newburgh and the Newburgh Patrolmen's Benevolent Association of Newburgh, New York, Inc. ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a new collective negotiations agreement to succeed the one that expired on December 31, 2014; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in execution of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the Association's membership, and ratification and approval by the City Council.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City and the Association.
4. All proposals made by either party during the course of negotiations that are not covered by this Agreement will be deemed dropped.
5. Housekeeping. Clean-up contract for non-substantive grammatical and spelling errors and delete expired and unnecessary language and consistent with the proposed revisions contained in the draft 2013-2014 contract dated February 19, 2016, plus same in order to update this Agreement from the draft 2013-2014 contract.
6. Salary (Article III(A)(2)).
 - (a) Effective December 31, 2015, for each employee on the payroll on the date of the complete ratification and approval of the 2015-2021 Agreement, each police officer

salary rate will be increased by 1.5% above the rates in effect on July 1, 2014. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(b) Effective January 1, 2016, for each employee on the payroll on the date of complete ratification and approval of the 2015-2021 Agreement, each police officer salary rate will be increased by 1.75% above the rates in effect on December 31, 2015. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(c) Effective January 1, 2017, each police officer salary rate will be increased by 2% above the rates in effect on December 31, 2016. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(d) Effective January 1, 2018, each police officer salary rate will be increased by 1.5% above the rates in effect on December 31, 2017. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(e) Effective January 1, 2019, each police officer salary rate will be increased by 1.5% above the rates in effect on December 31, 2018. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(f) Effective January 1, 2020, each police officer salary rate will be increased by 1.75% above the rates in effect on December 31, 2019. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

(g) Effective January 1, 2021, each police officer salary rate will be increased by 1.75% above the rates in effect on December 31, 2020. Detectives, I.D. Officers and Youth Officers will receive increases pursuant to CBA Article III(C, D).

7. Hospitalization (Article IX (B)(3) (New)). Add: "Effective on complete ratification and approval of the 2015-2021 Agreement, all employees will contribute towards their health insurance for the duration of their employment. Employees with up to five years of

service will pay 15% of their health insurance premium. Employees with six to 10 years of service will contribute 10% of their health insurance premium. Employees with 11 to 15 years of service will contribute 5% of their health insurance premium. Employees with 16 or more years of service will contribute 2.5% of their health insurance premium.”

8. Hospitalization (Article IX (A)(3) (New)). “All employees hired on or after January 1, 2016 must, in order to be eligible for health insurance upon retirement, have 20 years of service as a police officer in the City of Newburgh.”

9. Hospitalization (Article IX (A)(1)). Revise the last sentence to read that, “The City will contribute 100% of the cost of health insurance premiums for eligible employees who retire from the City on or after December 31, 2014.”

10. Hospitalization (Article IX (A)(1)). Add: “Employees who add family coverage at or after retirement will continue to pay 65% of the cost of the family premium.”

11. Hospitalization (Article IX (B)(4) (New)). Add: “Effective January 1, 2016, employees who opt for the health insurance waiver and then join the City’s health insurance plan in the two years prior to retirement will contribute 15% of the cost of the premium for single coverage and 65% of the cost of the premium for family coverage.”

12. Hospitalization (Article IX(C)). Effective January 1, 2016, delete “the schedule of benefits is at least equal to the coverage being replaced and of.”

13. Deferred Compensation (Article XI). Add: “Effective on complete ratification and approval of the 2015-2021 Agreement, the City will provide a one-time sign up bonus to new enrollees of \$500. Effective on full and complete ratification and approval of the 2015-2021 Agreement, the City will also provide a one-time dollar-for-dollar matching contribution of up to \$250 to each employee who newly enrolls or is already enrolled in the Deferred Compensation

Plan. The monies will be paid as set forth above to all employees eligible therefor within 21 days of the date on which the employee(s) qualify for same.”

14. Sick Leave Conversion (Article XIV(C)(1)). Effective on complete ratification and approval of the 2015-2021 Agreement, sick leave conversion will be reduced from 180 days to 150 days.

15. Sick Leave Conversion (Article XIV(C)(3) (New)). Add” “Effective on complete ratification and approval of the 2015-2021 Agreement, as an alternative to cash conversion, upon direct retirement from the City immediately following the submission and implementation of an application for and the commencement of the receipt of benefits from the Police & Fire Retirement System, an employee may convert, at the employee’s then current rate, a maximum of 150 days of accumulated and unused sick leave to be used upon retirement to contribute to the cost of retiree’s share of health insurance premiums. The value of unused sick leave is converted to a monthly credit, which is applied toward paying any contribution the employee makes for health insurance for the rest of his or her life.”

16. Longevity (Article XV(F)(1))

(a) Effective January 1, 2018, the annual longevity payment will increase by \$150.

(b) Effective January 1, 2019, the annual longevity payment will increase by an additional \$100.

(c) Effective January 1, 2020, the annual longevity payment will increase by an additional \$100.

(d) Effective January 1, 2021, the annual longevity payment will increase by an additional \$100.

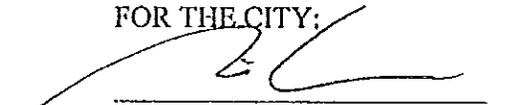
17. Grievance Procedure (Article XX(4)). Effective on complete ratification and approval of the 2015-2021 Agreement, insert "or authorized designee" after "City Manager" except in the first sentence.

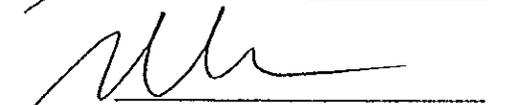
18. Grievance Procedure (Article XX(5)). Effective on complete ratification and approval of the 2015-2021 Agreement, insert "or authorized designee" after "City Manager" except the second time it appears in the paragraph.

19. Holidays (Article V(C)). For all employees hired on or after December 31, 2014, effective on January 1, 2015, Lincoln's Birthday and Washington's Birthday will continue to be replaced by Presidents' Day and Election Day will be deleted.

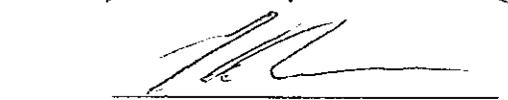
20. Holidays (Article V(B)). Paragraph 5 (Floating Holidays) of the 2013-2104 Interest Arbitration Award will be deleted, retroactive to December 31, 2014.

FOR THE CITY:

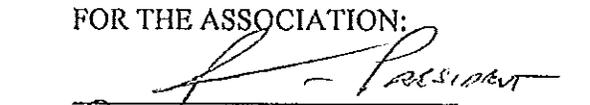


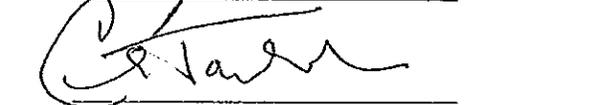


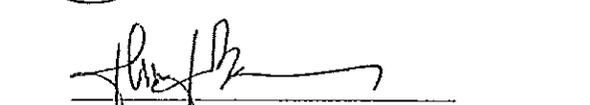




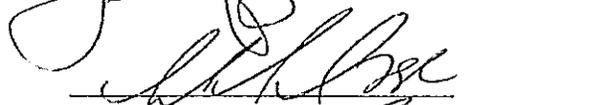
FOR THE ASSOCIATION:


















_____ v.p.

RESOLUTION NO.: 81 -2016

OF

MARCH 28, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO RESTORE \$1,000.00 STIPEND TO THE FIRE ALARM SUPERINTENDENT
IN THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, Fire Alarm Superintendent is to be available even when off duty to respond and to troubleshoot and repair any deficiencies with Gamewell Fire Alarm system, which includes street boxes and master boxes; and

WHEREAS, the Collective Bargaining Agreement between the City of Newburgh and Local 589, International Associations of Firefighters, AFL-CIO provides for a \$1,000.00 stipend to be paid to the employee who serves as Fire Alarm Superintendent within the City of Newburgh Fire Department; and

WHEREAS, due to retirement, the Fire Department has been without a Fire Alarm Superintendent since 2013 and therefore the position and the stipend were not included in the 2016 Personnel Analysis Book; and

WHEREAS, the Fire Department now has an employee certified and able to fulfill the duties and responsibilities of Fire Alarm Superintendent; and

WHEREAS, to comply with the terms of the Collective Bargaining Agreement, the restoration of the Fire Alarm Superintendent and the \$1,000.00 stipend requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to restore the Fire Alarm Superintendent position within the City of Newburgh Fire Department at a stipend of \$1,000.00.