City of Newburgh Council Work Session
Sesión de trabajo del Concejal de la Ciudad de Newburgh
October 22, 2015
6:00 p.m.
AGENDA

1. Presentations/Presentaciones:

   a. A presentation will be given by M & R Energy Consultants.
   Una presentación será hecha por los Consejeros de M & R Energy.

2. Engineering/Ingenieria:

   a. Resolution No. 267-2015
   A resolution authorizing the City Manager to accept a proposal and enter into a contract with the Chazen Companies to conduct groundwater sampling, a topographical survey and initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron superfund site at a cost of $18,460.00. (Jason Morris)

   Una resolución autorizando al Gerente d la Ciudad a aceptar una propuesta y entrar en contrato con las Compañías Chazen para tomar muestras del agua subterránea, conducir un estudio topográfico y el estudio inicial periódico de ingeniería y los controles institucionales del lugar que no está en las listas del Superfondo de Consolidated Iron.

   b. Resolution No. 268-2015
   A resolution authorizing the City Manager to apply for and accept if awarded a grant entitled "Urban Water Small Grants" from the United States Environmental Protection Agency for the maximum award amount of $60,000.00 to provide funding for investigation and mapping of the City of Newburgh's drinking watersheds for Washington Lake and Browns Pond. (Jason Morris)

   Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es aprobado una beca titulada "Becas Pequeñas para Aguas Urbanas" de la Agencia de Protección Ambiental de los Estados Unidos por un concesión máxima de $60,000.00 para proveer fondos en la investigación Y cartografía del agua de beber de la Ciudad de Newburgh en el Lago de Washington Y el Estanque de Brown. (Jason Morris)

c. Resolution No. 269- 2015
A resolution of the City Council of the City of Newburgh assuming Lead Agency status under State Environmental Quality Review Act (SEQRA) for certain 2015 capital plan projects, declaring the projects to be Type II actions, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents. (Jason Morris)

Una resolución del Concejal de la Ciudad de Newburgh Asumiendo estado de Agencia Primaria bajo el Acta del Estado de Repaso de Calidad Ambiental (SEQRA) para ciertos proyectos en el Plan Capital de 2015, declarando que los proyectos sean de acciones Typo II, sin encontrar un impacto contrario significante en el ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos de SEQRA. (Jason Morris)

d. Resolution No. 270- 2015
A resolution of the city council of the City of Newburgh assuming lead agency status under State Environmental Quality Review Act (SEQRA) for the Lake Drive Culvert Replacement Project and Walsh Road Bridge Repair Project, declaring the projects to be unlisted actions, adopting Part I and Part II of the environmental assessment forms and issuing a Negative Declaration. (Jason Morris)

Una resolución del Concejal de la Ciudad de Newburgh Asumiendo estado de Agencia Primaria bajo el Acta del Estado de Repaso de Calidad Ambiental (SEQRA) para el Proyecto del Reemplazo de Alcantarilla y el Proyecto de Reparación del Puente en la Carretera Walsh, declarando los proyectos como acciones que no están en lista, adoptando Parte I y Parte II de los formularios de valoración ambiental y publicando una Declaración Negativa. (Jason Morris)

Resolution No. 271-2015
A resolution of the City Council of the City of Newburgh assuming Lead Agency status under State Environmental Quality Review Act (SEQRA) for the Mid-Broadway Environmental Remediation Project, declaring the project to be an unlisted action, adopting Part I and Part II of the Environmental Assessment form and issuing a Negative Declaration. (Jason Morris

Una resolución del Concejal de la Ciudad de Newburgh Asumiendo estado de Agencia Primaria bajo el Acta del Estado de Repaso de Calidad Ambiental (SEQRA) para el Proyecto de Remedición Ambiental de la parte media de Broadway, declarando el proyecto como acciones que no están en lista, adoptando Parte I y Parte II de los formularios de valoración ambiental y publicando una Declaración Negativa. (Jason Morris)

Resolution No. 272-2015
Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $16,500.00 from Sewer Contingency to Engineering - Other Services to fund costs related to the temporary sewage holding tank at 27 South Water Street, the preparation of a DMR violation analysis at the Waste Water Treatment Plant and cleaning and CCTV of a section of the North Interceptor Sewer. (Jason Morris & John Aber)

Resolución enmendando resolución: 296-2014, el Presupuesto de la Ciudad de Newburgh Nueva York del 2015, a transferir $16,500 de la Cuenta de Alcantarillado, gastos previstos a Ingeniería – otros servicios, para costear gastos relacionados con el tanque temporero de aguas residuales en el 27 de la Calle de Water, la preparación del análisis de violación de DMR en la Planta de Tratamiento de las Aguas Residuales y la limpieza y CCTV de una sección del Interceptor en el Alcantarillado Norte. (Jason Morris & John Aber)

3. Agreements, Contracts & Grants/Acuerdos, Contratos Y Becas:

a. Resolution No. 273 -2015
A resolution authorizing the City Manager to enter into an amended License Agreement with the Newburgh Preservation Association to allow continued access to Old Town Cemetery for the purpose of making improvements. (Councilwoman Karen Mejia)

Una resolución autorizando al Gerente de la Ciudad a entrar en una enmienda del arreglo de Licencia con la Asociación de Preservación de Newburgh para permitirles acceso al Cementerio Viejo de la Ciudad con el propósito de hacer mejoramientos.
(Councilwoman Karen Mejia)

b. Resolution No.274 – 2015
A resolution amending Resolution No.: 228-2015 of September 14, 2015 to provide for an extension of time to settle litigation regarding the in rem tax foreclosure of liens for the year 2013 relative to 254 Washington Street (section 35, block 3, lot 34), 258 Washington Street (section 35, block 3, lot 48) and 256 Washington street (section 35, block 3, lot 49) (Michelle Kelson)

Una resolución enmendando resolucion nu. 228-2015 de Septiembre 14 del 2015 para proveer una extensión de tiempo para resolver un litigio con referencia a la retención de derechos hipotecarios por impuesto atrasados del año 2013 en relación al 254 de la Calle Washington (sección 35, bloque 3, lote 34), al 258 de la

Calle Washington (sección 35, bloque 3, lote 48) y al 256 de la Calle Washington (sección 35, bloque 3, lote 49) (Michelle Kelson)

c. Resolution No. 275 -2015
A resolution to authorize the conveyance of real property known as 2 Liberty Street (section 46, block 1, lot 18) at private sale to John Bonhomme for the amount of $2,000.00. (Deirdre Glenn)

Una resolucion a autorizar el convenio de bienes raíces conocido como el 2 de la Calle Liberty (Sección 46, bloque 1, lote 18) en una venta privada a John Bonhomme por la cantidad de $2,000.00 (Deirdre Glenn)

d. Resolution No. 276- 2015
A resolution authorizing the City Manager to enter into an agreement with Colby Kennels to provide for boarding services for dogs in the custody of the City of Newburgh. (Chief Cameron)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Colby Kennels para proveer servicios de alojamiento a perros en la Custodia de la Ciudad de Newburgh.

e. Resolution No. 277- 2015
A resolution requesting an exemption from County taxes for the City's reservoir and filter plant properties for the year 2017. (Michelle Kelson)

Una resolución requiriendo una dispensa de los impuestos del condado para la Reserva de la Ciudad y las propiedades de la planta de filtro por el año 2007.

f. Resolution No. 278 – 2015
A resolution authorizing the Execution of Releases of restrictive covenants and right of re-entry from deeds issued to Kenna Enterprises, Inc. to the premises known as 81 Lander Street (section 23, block 3, lot 17), 193 South Street (section 18, block 2, lot 41) and 128 First Street (section 23, block 5, lot 8). (Michelle Kelson)

Una resolución autorizando la extensión de liberación de Convenios Restrictivos y el derecho a re- entrar en la escritura otorgada a "Kenna Enterprises, Inc." a las propiedades conocidas como 81 de la Calle Lander (sección 23, bloque 3, lote 17), el 193 de la Calle South (sección 18, bloque 2, lote 41) y el 128 de la Calle First (Sección 18, bloque 2, lote 41) (Michelle Kelson)

g. Resolution No. 279-2015
Bond resolution of the City of Newburgh, New York, adopted October 26, 2015, authorizing various capital projects in and for the City, stating the estimated total cost thereof is $6,270,000, appropriating said amount therefor, and authorizing the issuance of not to exceed $6,270,000 bonds of said City to finance said appropriation and authorizing the application of any aid received from the State of New York to be expended towards the cost of said object or purpose or redemption of the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds.

Una resolución para un certificado de deuda de la Ciudad de Newburgh, Nueva York, adoptada el 26 de Octubre del 2015, autorizando varios proyectos de recursos económicos en y para la Ciudad, declarando que el costo estimado de ahí es $6,270,000, presupuestando tal cantidad y autorizando la entrega que no exceda de $6,270.00 en certificados de deuda de dicha Ciudad para financiar el presupuesto y autorizando el en fuerzo de cualquier ayuda recibida el Estado de Nueva York para ser gastado en el costo de dicho fin o propósito o reembolso de las obligaciones de la Ciudad decretado aquí, o para ser presupuestado para balancear los impuestos del pago del principal e interés de dicho certificado de deuda.

h. Resolution No. 280-2015
City of Newburgh Proclamation November 23 – 29, 2015
Childhood Cancer Awareness Week in Newburgh.

Proclamación de la Ciudad de Newburgh del 23-29 de Noviembre del 2015
Semana de Conocimiento del Cáncer de Niñez en Newburgh

4. Discussion Items:

a. Jobs via First Source agreement for Newburgh residents. (Councilwoman Gay Lee)
Empleos vía un acuerdo con "First Source" para los residentes de Newburgh. (Councilwoman Gay Lee)

b. Scheduling Budget Review Sessions with City Council.
Programando sesiones de evaluación del presupuesto con los concejales de la ciudad.

5. Executive Session/Session Ejecutiva:

   a. Pending Litigation
      Litigio Pendiente

RESOLUTION NO.: ___267_____ - 2015

OF

OCTOBER 26, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND ENTER INTO A CONTRACT WITH THE CHAZEN COMPANIES TO CONDUCT GROUNDWATER SAMPLING, A TOPOGRAPHICAL SURVEY AND INITIAL PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS AT THE DELISTED CONSOLIDATED IRON SUPERFUND SITE AT A COST OF $18,460.00

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014;

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling, a topographical survey and an initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, The Chazen Companies has submitted a proposal to conduct such work at a cost of $18,460.00; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into a contract with The Chazen Companies to conduct groundwater sampling, a topographical survey and initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of $18,460.00.

THE Chazen COMPANIES®
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Engineers
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Hudson Valley Office
21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

October 15, 2015

Mr. Jason C. Morris, P.E.
City Engineer
Office of the Engineer
83 Broadway
Newburgh, NY 12550

Re: Consolidated Iron and Metal Site
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055
Proposal #PM15-155

Dear Mr. Morris:

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (Chazen) appreciates this opportunity to provide you with our cost proposal for professional services at the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The Site was evidently remediated to the satisfaction of the EPA and was delisted from the NPL in 2014. It remains on the Registry of New York State Inactive Hazardous Waste Disposal Sites as a Class 4 Site indicating that remediation is complete but subject to continued operation, monitoring, and maintenance.

The approved Site Management Plan species the requirements for the inspection and maintenance of engineering and institutional controls and the required periodic environmental media sampling and analysis to be performed to evaluate the continued effectiveness of the remedial actions completed to date for the Site. As requested in the City's RFP, Chazen proposes to complete a current conditions elevation survey, one round of media sampling and analysis, and complete the required Periodic Review Report for submission to NYSDEC.

The scope of work included in the RFP includes three tasks:

- Task 1: A detailed site survey;
- Task 2: Environmental media sampling in accordance with the SMP; and,
- Task 3: Visual assessment of EC/IC controls and completion of the PPR.

The following sections specify the methods, procedures, assumptions, limitations, and costs associated with each of these tasks.

Task 001 – Site Survey

Chazen completed a property boundary and the pre-remediation topographic survey of the Site for the New York State Department of Environmental Conservation in 2008 and certified our previous boundary survey for the City of Newburgh in August of 2012.

Scope – Chazen will complete a conventional topographic survey for the project site. The contour interval will be 1-foot on NAVD88 vertical datum. All site features will be surveyed and mapped. Spot elevation for hard surfaces will be shown to 0.01' and 0.1' on vegetated or earth surfaces. Additional detail will include the location and elevation of key construction features for the existing monitoring well network.

Chazen will coordinate with the City to tie the new survey into the existing GIS system.

Chazen will map the topographic survey together with the existing metes and bounds survey information shown in the Site Management Plan.

Deliverables – Chazen will provide the City with 4 signed and sealed copies of the survey, along with the one copy of digital AutoCAD file.

Task 002 – Groundwater Sampling

Chazen will conduct one round of groundwater sampling from the 10 existing on-site ground water monitoring wells.

Prior to sampling, the wells will be visually inspected for evidence of damage or tampering, the depth to water and depth to bottom will be measured. The depth data will be compared to the construction logs to determine the degree of siltation, if any. Wells that may require redevelopment will be noted on the sampling logs and identified in the PRR as requiring maintenance prior future monitoring events.

The wells will be purged of not less than three well volumes using a downhole submersible or peristaltic pump. Wells that purge dry and do not fully recharge in an hour or less will be purged dry a second time and then sampled when there is sufficient water in the well to collect a sample as determined in the field. Water quality parameters will be periodically measured at a frequency of not less than once per well volume and immediately before sampling and recorded on the field sampling logs. Purge water will be retained in drums by well (likely one drum per well) so sample results can also be used to characterize the retained purge water. Purge water which cannot be subsequently emptied to ground will need to be delivered to a qualifying disposal location, likely a local POTW, at a price to be determined and addressed under a Change Order.

Groundwater samples will be collected from each well by hand using a dedicated disposable bailer to collect the VOC sample and a peristaltic pump for the required suites of analytes. Samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of TCL-VOC, TCL-SVOC, TAL-Metals, PCBs, and Pesticides using appropriate NYS CLP-ASP methods.

Quality Control/Quality Assurance (QAQC) samples will also be collected and submitted for analysis. QAQC sampling consists of a Field Duplicate and an equipment blank (from the peristaltic pump)

submitted for analysis of each suite of parameters, an MS/MSD sample for VOC and SVOC analysis, a Trip Blank for VOCs only, and a Temperature blank (for the shipment integrity).

Upon receipt of the laboratory data Chazen will prepare a brief summary report for the City of Newburgh describing the results with a comparison to the appropriate water quality standards. Updated well construction logs will be prepared and submitted at this time with the new elevation and location survey data collected in Task 001, along with a table of well construction/survey data to memorialize this information in the site record for future use.

Deliverables- Letter report of data results with comparison to applicable water quality standards and updated well logs**.**

Task-003-Periodic Review Report

Chazen will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls, as identified in the approved Site Management Plan. At this time, it is our understanding that the controls applicable to the current site conditions include:

- Evaluation of the integrity of the soil cover system by visual inspection with identification of areas exhibiting excessive erosion, vegetative growth, vermin, stressed vegetation, leachate seeps, or other indications that the cover system has or could be damaged or ineffective.

- Groundwater quality as determined by the Task 002 sampling event with comparison to historical data to assess changes in water quality, if any.

A visual inspection of the site will be performed by Chazen staff, with or without NYSDEC and/or City personnel (as desired) to assess the soil cover system and integrity of the perimeter fence. A photolog will be prepared of our observations of potential concerns. Immediately after the inspection, a brief letter report will be submitted to the City along with the photolog with a site sketch of the locations of photos. Chazen will discuss any concerns and potential mitigative measures that may be warranted for inclusion in the PRR.

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any.

A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission to NYSDEC.

SCHEDULE:

The City has requested a turnaround of all project deliverables within 30 days of Notice to Proceed. We believe that this schedule is possible within 30 business days, although the critical path is in acquiring the final laboratory data reports. Standard turnaround time for preliminary laboratory data is 10 (business) days with final data and report in 15 (business) days.

The site survey and visual cover/fence assessment may be conducted either concurrently or up to 3 days before the preliminary GW report is submitted to the City without affecting the project schedule.

To meet the schedule noted in the RPF, Chazen could commit to mobilizing to the site for the groundwater sampling event within 5 business days of receipt of written Notice to Proceed (NTP). Under this scenario, assuming prompt sample analytical receipt, it will take 30 business days to complete this project although this leaves little time for City review of draft submissions, so a longer schedule could be valuable to all parties, if acceptable.

The following table shows the critical path for the project from NTP to submittal of the PRR to NYSDEC.

Critical Path		**Other Tasks**	
NTP			
Day 5	GW Sampling	Day 5-15	Site Visual Inspection
Day 15	Receive Preliminary Data	Day 5-15	Field Survey
Day 18	Preliminary GW report	Day 8-18	Site Inspection Report to City
Day 20	Receive Final Data	Day 15-25	Site Survey Maps to City
Day 25	Submit Draft PRR to City		
Day 30	Submit PRR to NYSDEC		

The critical path is the turnaround of the laboratory data. This can be accelerated by paying a substantial premium to the lab for expedited turnaround. However, we do not believe that this is necessary. Based on our experience, a reasonable extension of time without penalty for submission of the PRR is readily granted by NYSDEC if they are aware that the field work has been completed.

COSTS

A detailed breakdown of the costs based on the labor, expenses, and subcontract fees (Lab) for each task and the project total is included in the table below. Chazen will complete the scope requested in the RFP as specified in this proposal for the lump sum price of **$17,500**.

TASK		**LABOR**	**EXPENSES**	**LAB**	**TOTAL**
TASK 01	**SURVEY**	$3,617	$435	$0	$4,052
TASK 02	**GW SAMPLING**	$2,950	$1,900*	$6,910	$10,760
TASK 03	**PRR**	$2,575	$73	$0	$2,648
TOTALS		$9,142	$2,408	$6,910	**$18,460**

*includes allowance for purchase of ten storage drums for purge water, at $85 per drum. These may be reused on site for future purge events, as necessary.

ASSUMPTIONS AND LIMITATIONS

No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the US EPA. The current approved SMP is sufficient to meet the project Data Quality Objectives.

Based on the SMP, Class B deliverable data packages, independent third party data validation, and Data Usability Summary Reports (DUSPs) are not required for the project.

Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. Chazen will prepare am internal safe work plan with task hazard analyses for our use for the survey, site inspection, and groundwater sampling events

The cost basis for labor for the field work necessary to complete the survey is passed on the local Prevailing Wage rate. All other field work will be conducted by Chazen Science, Engineering, or/Environmental Professionals at non-PW rates.

No sales taxes are applicable to this work.

Chazen will have unrestricted access to the site during normal working hours.

The PRR will be completed in general accordance with NYSDEC guidance and submitted to NSYDEC. Our scope includes one iteration of comments and revisions, only.

AGREEMENT

Attached is a copy of Chazen's standard consulting agreement. You may return an executed copy of this agreement with your Notice to Procced or submit a substitute agreement to us for our execution and return to you. Please feel free to call me at any time at 845 486-1551 or on my cell, or my colleague Kevin McGrath, CPG, at 518-266-7370.

Looking forward, we see the potential for petitioning for monitoring relief, either by seeking permission to monitor fewer site monitoring wells or by using low-flow sampling techniques which proceed more quickly and which generate far less purge water. If there has been discussion to develop public access or other value-add amenities, we hope you will consider discussing these with Chazen so we may evaluate the best way to assist your desires.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist / VP, Environmental Services

Enclosure

cc: Kevin McGrath, Chazen
file

AGREEMENT MADE this _____ day of _____ 2015 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and _____ (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated October 15, 2015 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

   A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.

   B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.

   C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.

   D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

   E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.

   F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify,

and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.

G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.

B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.

C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of $1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any

party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.

11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.

12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).

13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____ THE CHAZEN COMPANIES

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

RESOLUTION NO.: ___268___ - 2015

OF

OCTOBER 26, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT ENTITLED "URBAN WATER SMALL GRANTS" FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR THE MAXIMUM AWARD AMOUNT OF $60,000.00 TO PROVIDE FUNDING FOR INVESTIGATION AND MAPPING OF THE CITY OF NEWBURGH'S DRINKING WATERSHEDS FOR WASHINGTON LAKE AND BROWNS POND

WHEREAS, the City of Newburgh Engineering Department has advised that grant funding is available through the United States Environmental Protection Agency; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a grant entitled "Urban Water Small Grants" in the maximum award amount of $60,000.00; and

WHEREAS, such funds will be used to investigate and map the City of Newburgh's drinking watersheds for Washington Lake and Brown's Pond; and

WHEREAS, such grant requires a minimum $4,000.00 match, which will be derived from a combination of in-kind services of the Engineering Department, along with additional in-kind services and funds originating from the Orange County Water Authority; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant entitled "Urban Water Small Grants" from the United States Environmental Protection Agency for the maximum award amount of $60,000.00 to provide funding for investigation and mapping of the City of Newburgh drinking watersheds for Washington Lake and Brown's Pond; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

Federal Agency Name: U.S. Environmental Protection Agency, Office of Water, Immediate Office

Funding Opportunity Title: Urban Waters Small Grants

Announcement Type: Request for Proposals (RFP)

Funding Opportunity Number: EPA-OW-IO-15-01

Catalog of Federal Domestic Assistance (CFDA) Number: 66.440

Dates: Please make note of the important dates listed below. Late proposals will not be considered for funding.

Proposal Submission

- Proposals must be submitted electronically via Grants.gov (http://www.grants.gov) by **11:59 P.M. EST on November 20, 2015**. Please allow sufficient time to submit your proposal through Grants.gov. Note that the registration process may take a week or longer to complete.

Question Submission

- Questions must be submitted in writing via e-mail and must be received by the Agency Contact identified in Section VII by **November 6, 2015**. Applicants should use "UWSG Question" as the subject of the email. Written responses to frequently asked questions will be posted on EPA's website at: http://www2.epa.gov/urbanwaters/urban-waters-small-grants-questions. EPA strongly recommends interested applicants refer to the written responses posted on the website prior to submitting a question.

Evaluation of Proposals: Following EPA's evaluation of proposals, all applicants will be notified regarding their status. Final applications will be requested from those eligible applicants whose proposals have been successfully evaluated and preliminarily recommended for award. Those entities will be provided with instructions and a due date for submittal of the final application package.

Note to Applicants. If you name subawardees and/or contractor(s) in your proposal to assist you with the proposed project, pay careful attention to the information in the CONTRACTS AND SUBAWARDS provision found at http://www.epa.gov/ogd/competition/solicitation_provisions.htm.

SUMMARY

Under this announcement, the U.S. Environmental Protection Agency (EPA) is soliciting proposals, as described below, from eligible applicants for projects that will advance EPA's water quality and environmental justice goals. Proposed projects will address urban runoff pollution through diverse partnerships that produce multiple community benefits, with emphasis on underserved communities. Note that proposed project activities must take place entirely within one of the Eligible Geographic Areas, as illustrated on the interactive map provided on the Urban Waters Small Grants mapping website at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-mapping.

EPA's Urban Waters Program helps local residents and their organizations, particularly those in underserved communities, restore their urban waters in ways that also benefit community and economic revitalization. One of the ways the Urban Waters Program is accomplishing this mission is through the Urban Waters Small Grants Program. This program recognizes that healthy and accessible urban waters can help grow local businesses and enhance educational, recreational, social, and employment opportunities in nearby communities.

The total estimated funding available for awards under this competition is approximately $1.6 million. EPA expects each award to range from approximately $40,000 to no more than $60,000 in EPA funding. EPA Regional Offices will award the cooperative agreements resulting from this announcement. It is anticipated that each EPA Regional Office will award approximately two to three cooperative agreements. Funding is contingent upon Agency funding levels, the quality of proposals received, and other applicable considerations.

Applicants may not request more than $60,000 in EPA funding – proposals requesting more than $60,000 in EPA funds are not eligible and will not be reviewed. While there is no minimum, EPA suggests that applicants request at least $40,000 in EPA funds. A minimum non-federal cost share/match of $4,000 is required (see Section III.B for information on the cost share/match requirement). It is anticipated that funded cooperative agreements will have a one- to two-year project period.

With the rapid growth of urbanization across the country, much of the natural landscape has been replaced by buildings, roads, and parking lots. When there are large amounts of rain or snowmelt, the water (called runoff or stormwater) runs off roofs and flows down streets. As the runoff moves, it picks up trash, fertilizer, oil, pesticides, dirt, pet waste, and other pollutants. This polluted runoff may go into storm drains or ditches, enter pipes, and eventually flows into ponds, streams, rivers, lakes, and coastal waters. Some urban waterbodies such as reservoirs and urban lakes can also serve as a drinking water source for the community. In some urban areas, polluted runoff may also flow over land directly into the nearest urban waterbody.

Urban runoff pollution is one of the greatest threats to urban waters in our nation. It diminishes the intrinsic value of urban waterways and their potential to be a treasured centerpiece of the community. Healthy and accessible urban waters can help grow local businesses, and enhance educational, recreational, employment, and social opportunities for the community.

In general, projects should meet the following four program objectives (as described in Sections I.B and IV.D):

- Address local water quality issues related to urban runoff pollution;
- Provide additional community benefits;
- Actively engage underserved communities; and
- Foster partnership.

For purposes of this announcement, the term "underserved communities" refers to communities with environmental justice concerns and/or susceptible populations. Communities with environmental justice concerns include minority, low-income, tribal, and indigenous populations

or communities in the United States that potentially experience disproportionate environmental harms and risks as a result of greater vulnerability to environmental hazards. This increased vulnerability may be attributable to an accumulation of both negative and lack of positive environmental, health, economic, or social conditions within these populations or communities. Susceptible populations include groups that are at a high risk of suffering the adverse effects of environmental hazards such as, but not limited to, pregnant women, the elderly and young children.

The complexity and widespread impact of urban runoff pollution requires various levels of government and local stakeholders (e.g., community residents, local businesses, etc.) to work together in developing effective and long-term solutions with multiple benefits. EPA supports and empowers communities, especially underserved communities, that are working on solutions to address multiple community needs, and fostering successful collaborative partnerships.

Eligible applicants include States, local governments, Indian Tribes, public and private universities and colleges, public or private nonprofit institutions/organizations, intertribal consortia, and interstate agencies. See Section III.A for more details.

The funding provided under this announcement supports the following goals of the Fiscal Year (FY) 2014 – 2018 EPA Strategic Plan: Goal 2: Protecting America's Waters, Objective 2.2: Protect and Restore Watersheds and Aquatic Ecosystems. Information on the FY 2014 – 2018 EPA Strategic Plan is available at http://www2.epa.gov/planandbudget/strategicplan.

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I. FUNDING OPPORTUNITY DESCRIPTION

A. URBAN WATERS PROGRAM

The mission of EPA's Urban Waters Program is to help local residents and their organizations, particularly those in underserved communities[1], restore their urban waters in ways that also benefit community and economic revitalization. The Urban Waters Small Grants is one element through which EPA is accomplishing this mission, as well as through the Urban Waters Learning Network and the Urban Waters Federal Partnership. The Urban Waters Federal Partnership (UWFP) (www.urbanwaters.gov) is a partnership of fourteen federal agencies working to reconnect urban communities with their waterways by improving coordination among federal agencies and collaborating with community-led revitalization efforts to improve the nation's water systems and promote their economic, environmental and social benefits. In an attempt to strengthen and diversify on-the-ground efforts to restore urban waters, EPA encourages the use of the UWFP model for improving water quality in communities.

The Urban Waters Program also supports the EPA Strategy *Working to Make a Visible Difference in Communities (*http://www2.epa.gov/smart-growth/making-visible-difference-communities). This strategy focuses on providing better support to communities, especially in environmentally overburdened, underserved, and economically distressed areas where the needs are greatest.

B. URBAN WATERS SMALL GRANTS PROGRAM OBJECTIVES

Overview
EPA seeks to fund projects that address urban runoff pollution through diverse partnerships that produce multiple community benefits, with emphasis on underserved communities.

Urban Runoff. When there are significant amounts of water generated from rain or snowmelt, the water can flow over land and directly into local waterways. This excess flow is called runoff or stormwater. It can also enter into a storm drainage system, which includes storm drains, drainage ditches, pipes, and culverts. Stormwater carried through the storm drainage system is discharged through outfalls, directly into local waterbodies.

Effects of Urbanization on Water Quality. As our nation has become more urbanized, forests, wetlands, and other natural landscapes have been transformed into residential developments, office buildings, and shopping centers. This development has resulted in large amounts of

[1] For purposes of this announcement, the term "underserved communities" refers to communities with environmental justice concerns and/or susceptible populations. Communities with environmental justice concerns include minority, low-income, tribal, and indigenous populations or communities in the United States that potentially experience disproportionate environmental harms and risks as a result of greater vulnerability to environmental hazards. This increased vulnerability may be attributable to an accumulation of both negative and lack of positive environmental, health, economic, or social conditions within these populations or communities. Susceptible populations include groups that are at a high risk of suffering the adverse effects of environmental hazards such as, but not limited to, pregnant women, the elderly and young children.

impervious areas, such as roads, parking lots, rooftops, driveways, sidewalks, and compacted soils.

Impervious areas prevent runoff from infiltrating the ground. Instead, as runoff flows over land and/or enters into a storm drainage system, it carries pollutants from impervious areas that eventually end up in local urban waterways. Also, high volumes and flows of runoff resulting from heavy rainfall events can cause severe flooding in nearby waterbodies and surrounding areas, threatening the safety of residents and businesses and damaging habitat and property. In some older cities, with combined wastewater and stormwater collection systems, runoff from heavy rainfall into storm drains can overload the collection and wastewater treatment systems, leading to untreated discharge of wastewater into local waterways.

Common Pollutants Found in Urban Runoff. Polluted runoff includes trash, bacteria and other pathogens from animal or human waste, excess nutrients from fertilizers, herbicides and pesticides, and contamination from sediments at construction sites and industrial facilities. The resulting contaminated mixture is known as urban runoff pollution.

The Effects of Urban Runoff Pollution on Water Quality. Sediment carried into urban waterbodies can lead to excess turbidity in water, limiting sunlight and making it difficult or impossible to support light-dependent aquatic species and habitats. Excess nutrients in water, if consumed, can cause significant health problems in humans, especially for vulnerable populations, such as infants. Additionally, as algae die, the decomposition process consumes the dissolved oxygen causing stress to fish and other aquatic organisms. As excess nutrients can cause toxic algae blooms, severe oxygen depletion can result in fish kills. Also, bacteria and other pathogens carried into swimming areas can create health hazards, often making beach closures necessary.

Poor water quality in urban waterways that are a source of drinking water can significantly increase the costs of treatment and may sometimes include contaminants that are not able to be treated. Polluted urban waters limit its use for recreational activities (e.g., swimming, boating, etc.), as a source of livelihood (e.g., subsistence fishing), for cultural ceremonies, and as a community asset / amenity (e.g., public space, waterfront real estate, etc.).

The Importance of Partnerships. The complexity and widespread impact of urban runoff pollution requires various levels of government and local stakeholders (e.g., community residents, local businesses, etc.) to work together in developing effective and long-term solutions with multiple benefits. EPA supports and empowers communities, especially underserved communities that are working on solutions to address multiple community needs and fostering successful collaborative partnerships. EPA encourages projects that involve a diversity of traditional and non-traditional stakeholders in a community.

Partnerships between diverse stakeholders have shown to lead to projects that have broader support across the community and greater potential for success and sustainability. Partnerships come in many forms, from coordinated planning efforts to sharing time, expertise, and expenses. Partners could include but are not limited to community-based organizations (including those that benefit underserved communities), local/regional planning organizations, local governments,

non-profit organizations, industry, businesses, academic institutions, including community colleges and universities, and other appropriate partners to work on urban waters issues.

EPA recognizes the important role of local engagement to help solve urban runoff pollution and other water quality issues. Partnerships help connect people in the different areas of a watershed that drain into a waterbody. Communities that live in the upper parts of the watershed can work with downstream communities to improve the quality of the entire watershed. Within these communities, the partnering between the local government, community-based organizations, local residents, and other key stakeholders helps build a resource base and leads to lasting change. This kind of partnering leads to the most innovative stormwater solutions that yield multiple benefits.

Water quality protection and restoration is a multi-phase process. EPA recognizes that this grant may be a starting point, or one of the steps in the process towards a long-term goal of improved water quality and community revitalization.

Program Objectives
Proposals submitted under this announcement should meet **all** of the following program objectives. Those that do not meet all of these program objectives may not score as highly under the evaluation criteria in Section V.

For more information on addressing these objectives in your proposal, see Sections IV and V.

(1) **Address local water quality issues related to urban runoff pollution** – Many urban waters are impaired by pathogens, excess nutrients, contaminated sediments, toxics, and other pollutants that result from sewer overflows and polluted stormwater runoff from urban landscapes. EPA is seeking to support exemplary community-driven projects to address urban runoff pollution;

(2) **Provide additional community benefits** – EPA is seeking projects that will provide public health, economic and/or social benefits in addition to water quality and environmental benefits. EPA is seeking projects that link water quality improvements to economic and social benefits that include improvements to human health, the local economy, social conditions, and/or the welfare of residents in the community. This linkage between water quality and additional community benefits provides sustained engagement by local residents and encourages broader support for local urban waters efforts;

(3) **Actively engage underserved communities**[2] – Proposed projects should actively engage underserved communities, as well as other impacted communities. Projects should allow

[2] For purposes of this announcement, the term "underserved communities" refers to communities with environmental justice concerns and/or susceptible populations. Communities with environmental justice concerns include minority, low-income, tribal, and indigenous populations or communities in the United States that potentially experience disproportionate environmental harms and risks as a result of greater vulnerability to environmental hazards. This increased vulnerability may be attributable to an accumulation of both negative and lack of positive environmental, health, economic, or social conditions within these populations or communities.

for these communities to meaningfully participate throughout the project, from preparation of the proposal, execution of the project, through project evaluation/next steps; and

(4) **Foster partnership** – EPA seeks to fund projects that foster partnerships between community-based organizations, local governments, and other key partners. The meaningful participation of community-based organizations as either the applicant or a key partner is important because they may have the best connection to the community, including the underserved community. EPA encourages appropriate subawards/contracts to community-based organizations to allow their full participation and cultivate intentional involvement of community residents.

EPA encourages projects that involve a diversity of traditional and non-traditional stakeholders in a community. Proposals should demonstrate the meaningful involvement of all partners, from preparation, execution of the project, and through project evaluation/next steps. Proposals should describe how the applicant and/or their partners represent the community or a significant segment of the community as it relates to environmental, education or other social services. See Section IV for more information.

EPA recognizes the important role of local governments in stormwater management. For this reason, EPA encourages all non-local government applicants to notify the project area's local government of the project proposal.

If the applicant does not intend to have partners, then the applicant should explain how it will effectively perform the project and meet the objectives described in Section IV.

Project Types

Under this announcement, applicants must submit projects that are focused on **one** of the two project types listed below. Proposals that address more than one project type or do not address any project type will not be reviewed. As described in Section IV, applicants should identify the chosen one project type on the cover page of the proposal narrative. As described in Section V.A, proposals will be evaluated based on the extent and quality to which the project addresses the one project type identified on the cover page. Eligible activities are those described in Section 104(b)(3) of the Clean Water Act (CWA), as discussed in Section I.D of this announcement. Please note the ineligible activities identified in Section III.D.

i. Community Greening and Green Infrastructure: This includes eligible activities that engage communities in learning about, planning and developing green infrastructure/low-impact development (LID)[3] approaches, programs and practices that enhance the sustainability of their communities and more effectively manage urban runoff /

Susceptible populations include groups that are at a high risk of suffering the adverse effects of environmental hazards such as, but not limited to, pregnant women, the elderly and young children.

[3] Green infrastructure and low-impact development include the use of natural systems (e.g., greenways, wetlands, parks, forest preserves, native vegetation, etc.) and practices (e.g., rain gardens, conservation landscaping, rain barrels/cisterns, pervious pavement, constructed wetlands, etc.) to manage stormwater, reduce flooding risk, and improve water quality.

stormwater pollution. Green infrastructure and LID are design approaches and practices applied to landscape and building design that attempt to mimic the natural hydrology of the site through the use of soils, vegetation, permeable materials and water harvesting techniques. (Please note that projects that construct or install stormwater infrastructure improvements, including use of low-impact development and green infrastructure, are **not** eligible activities for funding under this announcement; see Section III.D for examples of ineligible project activities). Examples of eligible activities include: Green infrastructure and LID outreach programs, design charrettes, master plans, etc.); **or**

ii. Communities and Water Quality Data: This includes eligible activities that involve community members and/or address community issues and priorities. Examples of eligible activities include stream/stormwater system surveys, investigations and/or monitoring efforts that involve the collection, assessment/analysis, and/or communication of existing/new water quality data as they relate to addressing urban runoff/stormwater pollution.

Please see Appendix A for examples of eligible projects for each project type. Note this appendix is not an exhaustive list and is provided for reference only.

Eligible Geographic Areas
In their proposals, applicants must demonstrate that the proposed project activities take place entirely within one of the Eligible Geographic Areas, as illustrated on the interactive map provided on the Urban Waters Small Grants mapping website at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-mapping. The mapping website also includes step-by-step instructions for creating a project area map that shows where proposed project activities will take place. A project area map must be submitted with the application, as required by Section III.C and described in Section IV.D.4.

In their proposals, applicants cannot propose project activities that take place in more than one Eligible Geographic Area. If an applicant submits an application for project activities that takes place in more than one Eligible Geographic Area, the application will not be reviewed. EPA encourages community involvement and the transfer of results. Projects can include participation from, and provide benefits to, communities outside of the Eligible Geographic Areas.

Note that eligible applicants do not need to be located within an Eligible Geographic Area. Please also note that only one proposal can be submitted per applicant.(see Section III for more information).

C. ENVIRONMENTAL RESULTS AND LINKAGE TO STRATEGIC PLAN

The funding provided under this announcement supports the following goals of the Fiscal Year (FY) 2014 – 2018 EPA Strategic Plan: Goal 2: Protecting America's Waters, Objective 2.2: Protect and Restore Watersheds and Aquatic Ecosystems. Information on the FY 2014 – 2018 EPA Strategic Plan is available at http://www2.epa.gov/planandbudget/strategicplan.

All proposed projects should demonstrate the linkage to the EPA Strategic Plan and include specific statements describing the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to the overall goals listed above.

Environmental results are a way to gauge a project's performance and are described in terms of outputs and outcomes. Environmental outputs (or deliverables) refer to an environmental activity, effort, and/or associated work product related to an environmental goal or objective, that will be produced or provided over a period of time or by a specified date. Outputs may be quantitative or qualitative, but must be measurable during a cooperative agreement funding period.

Environmental outcomes are the result, effect, or consequence that will occur from carrying out an environmental program or activity that is related to an environmental or programmatic goal or objective, and are used as a way to gauge a project's performance and take the form of output measures and outcome measures. Outcomes may be environmental, behavioral, health-related, or programmatic in nature. Outcomes must be quantitative and may not necessarily be achieved within a cooperative agreement funding period. Outcomes may be short-term (changes in learning, knowledge, attitude, skills), intermediate (changes in behavior, practice, or decisions), or long-term (changes in condition of the natural resource).

Examples of anticipated environmental outputs and outcomes from the cooperative agreements to be awarded under this announcement are included in Appendix A. Please note that the list of example anticipated environmental outcomes provided in Appendix A is not an exhaustive list and is provided for reference only.

As part of the Proposal Narrative, an applicant should describe how the project results will link the Agency's Strategic Plan. Additional information regarding EPA's discussion of environmental results in terms of outputs and outcomes can be found at http://www.epa.gov/ogd/epa_order_5700_7a1.pdf.

D. STATUTORY AUTHORITY

The statutory authority for the cooperative agreements to be funded under this announcement is Section 104(b)(3) of the CWA, 33 USC §1254(b)(3). CWA Section 104(b)(3) restricts the use of these cooperative agreements to conducting or promoting the coordination and acceleration of research, investigations, experiments, training, demonstrations, surveys and studies relating to the causes, effects (including health and welfare effects), extent, prevention, reduction, and elimination of water pollution.

If the proposal is a demonstration project, then the applicant must describe how it meets the following requirement. Demonstration projects must involve new or experimental technologies, methods, or approaches. EPA expects that the results of the project will be disseminated so that others can benefit from the knowledge gained in the demonstration project. A project that is accomplished through the performance of routine, traditional, or established practices, or a project that is simply intended to carry out a task rather than transfer information or advance the

state of knowledge, however worthwhile the project might be, is not considered a demonstration project. For proposals that include demonstration projects, the applicant must describe how the project meets the above requirements. Examples of what may be considered demonstration projects are provided in the questions & answers document available at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-questions. Also refer to Section III. D. Ineligible Project Activities.

II. AWARD INFORMATION

A. AMOUNT OF FUNDING

The total estimated funding available for the awards under this competition is anticipated to be approximately $1.6 million. EPA Regional Offices will award the cooperative agreements for projects selected under this announcement. It is anticipated that each EPA Regional Office will award approximately two to three cooperative agreements, totaling 20-30 awards nationally under this announcement. Funding is contingent upon Agency funding levels, the quality of proposals received, and other applicable considerations.

The EPA funding is expected to be approximately $40,000 to no more than $60,000 for each award. Applicants may not request more than $60,000 in EPA funding – proposals requesting more than $60,000 in EPA funds will not be reviewed. While there is no minimum, EPA suggests applicants request at least approximately $40,000 in EPA funds. A minimum non-federal cost share/match of $4,000 is required (see Section III.B for information on the cost share/match requirement). It is anticipated that funded cooperative agreements will have a one- to two-year project period.

In appropriate circumstances, EPA reserves the right to partially fund a proposal by funding discrete portions or phases of a proposed project. If EPA decides to partially fund a proposal, it will do so in a manner that does not prejudice any applicants or affect the basis upon which the proposal or portion thereof, was evaluated and selected for award, and therefore maintains the integrity of the competition and selection process.

EPA reserves the right to make no awards under this announcement, or make fewer awards than anticipated. In addition, EPA reserves the right to make additional awards under this announcement, consistent with Agency policy and guidance, if additional funding becomes available after the original selections are made. Any additional selections for awards will be made within six months after the original selection decisions.

B. TYPE OF FUNDING

It is anticipated that cooperative agreements will be funded under this announcement. When a cooperative agreement is awarded, EPA will have substantial involvement with the project workplans and budget. Although EPA will negotiate precise terms and conditions relating to

substantial involvement as part of the award process, the anticipated substantial federal involvement for a project selected may include:

1. Close monitoring of the recipient's performance to verify the results proposed by the applicant;
2. Collaboration during the performance of the scope of work;
3. In accordance with the applicable regulations at 2 CFR 200 and 1500, review of proposed procurements;
4. Review of qualifications of key personnel (EPA does not have authority to select employees or contractors employed by the recipient);
5. Review and comment on tasks/deliverables and reports prepared under the cooperative agreement(s) (the final decision on the content of these reports rests with the recipient); and
6. Upon request by the recipient and subject to the availability of personnel, EPA will provide the recipient with access to EPA scientific expertise, sampling protocols, publicly available data, and other forms of technical assistance.

III. ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Eligible applicants include States, local governments, Indian Tribes, public and private universities and colleges, public or private nonprofit institutions/organizations, intertribal consortia, and interstate agencies. Individuals, for-profit commercial entities and all federal agencies are not eligible to apply. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act 1995 are not eligible to apply.

Indian Tribes (or "federally recognized Indian tribe"), as defined in 2 CFR 200.54, is any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)). See annually published Bureau of Indian Affairs list of Indian Entities Recognized and Eligible to Receive Services.

Nonprofit organization, as defined in 2 CFR 200.70, is any corporation, trust, association, cooperative, or other organization, not including Institutes of Higher Education, that:

a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
b) Is not organized primarily for profit; and
c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

State, as defined in 2 CFR 200.90, is defined as any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the

Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.

The term "interstate agency" is defined in CWA Section 502 as "an agency of two or more States established by or pursuant to an agreement or compact approved by the Congress, or any other agency of two or more States, having substantial powers or duties pertaining to the control of pollution as determined and approved by the Administrator."

An intertribal consortium is a partnership between two or more tribes that is authorized by the governing bodies of those tribes to apply for and receive assistance (see 40 CFR 35.502.). The intertribal consortium is eligible only if the consortium demonstrates that all of its members meet the eligibility requirements and authorize the consortium to apply for and receive assistance in accordance with 40 CFR 35.504 at the time of proposal submission. An intertribal consortium must submit with its proposal to EPA adequate documentation of the existence of the partnership and the authorization of the consortium by its members to apply for and receive the grant (see 40 CFR 35.504.).

Nonprofit organizations may be asked to provide documentation that they meet the definition of a nonprofit organization in 2 CFR 200.70. Interstate agencies may be asked to provide a citation to the statutory authority, which establishes their status.

B. COST SHARING/MATCH REQUIREMENTS

For this RFP, EPA has determined that **an applicant must provide a minimum of $4,000 as the non-federal cost share/match.** The non-federal cost share/match may be provided in cash or can come from in-kind contributions, such as use of volunteers and/or donated time, equipment, expertise, etc., and is subject to the regulations governing matching fund requirements described in 2 CFR 200.306, as applicable.

In-kind contributions often include salaries or other verifiable costs and this value must be carefully documented. In the case of salaries, applicants may use either minimum wage or fair market value. Cost share/match must be used for eligible and allowable project costs. Cost share/matching funds are considered grant funds and are included in the total award amount and should be used for the reasonable and necessary expenses of carrying out the workplan. All grant funds are subject to federal audit. Any restrictions on the use of grant funds (examples of restrictions are outlined in Section III.D of this announcement) also apply to the use of cost share/match. Other federal grants may not be used as cost share/match without specific statutory authority. In order to be considered for funding, all applicants must describe in their proposal submission how they will contribute the minimum cost share/match requirement.

Indian Tribes may request a decrease of the cost share/match requirement if fulfilling the cost share/match requirement would impose undue hardship. Tribal governments wishing to request a decrease to the cost share/match requirement should submit the request in writing, demonstrating that fulfillment of the cost share/match requirement would impose undue hardship. The written request should be included as part of the proposal package. Tribal governments may prepare a budget and proposal based on the assumption that EPA will approve the reduced cost

share/match. If the applicant does not demonstrate undue hardship, the applicant must then meet the minimum $4,000 cost share/match requirement. The applicant must also provide a new budget with the final grant application based on the minimum $4,000 cost share/match requirement. The purpose of this requirement is to ensure that all work plan activities for a project which is evaluated and competitively awarded will be implemented as described in the original proposal.

C. THRESHOLD ELIGIBILITY CRITERIA

Proposals must meet the following threshold criteria in order to be considered for funding. Only proposals that meet all of these criteria will be considered eligible and evaluated against the ranking factors in Section V of the announcement. Applicants deemed ineligible for funding consideration as a result of the threshold eligibility review will be notified within 15 calendar days of the ineligibility determination.

1. An applicant must meet the eligibility requirements in Sections III.A of this announcement.
2. Proposed project activities must take place entirely within one of the Eligible Geographic Areas, as illustrated on the interactive map provided on the Urban Waters Small Grants mapping website at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-mapping. EPA will determine whether applicants have met this requirement by reviewing the required project area map, which must correctly include the elements outlined in Section IV.D.4. If EPA cannot make this determination in its review of the map, applicant will be contacted for clarification.
3. Applicants must submit projects that are focused on **one** of the two project types listed in Section I.B. Proposals that address more than one project type or do not address any project type will not be reviewed.
4. Under this competition, **only one proposal can be submitted per applicant**. If an applicant submits more than one proposal, EPA will contact them before the review process begins to determine which one will be withdrawn. If the applicant is not able to communicate a decision within 48 hours of being contacted by EPA, EPA will accept the proposal which was submitted first. For the purposes of this RFP, EPA considers governmental units to be a single applicant per the definition of *Grantee* in 2 CFR 1500 and they may submit only one proposal to EPA. The Agency will not accept proposals from more than one agency of the same governmental unit. However, applicants may list other eligible applicants as partners on proposals even if the partner also submits a proposal to EPA. Additional information regarding the one proposal per applicant requirement may be found on the questions & answers document available at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-questions.
5. Proposals must **substantially comply** with the proposal submission instructions and requirements set forth in Section IV of this announcement or else they will be rejected.
6. Where a page limit is expressed in Section IV.D.3 with respect to the Narrative Proposal, pages in excess of the page limit will not be reviewed.
7. Proposals must be in compliance with CWA 104(b)(3) and include projects that conduct or promote the coordination and acceleration of research, investigations, experiments,

training, demonstrations, surveys, and studies relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution.

- If the proposal is a demonstration project, then the applicant must describe how it meets the following requirement: demonstration projects must involve new or experimental technologies, methods, or approaches. A project that is accomplished through the performance of routine, traditional, or established practices, or a project that is simply intended to carry out a task rather than transfer information or advance the state of knowledge, however worthwhile the project might be, is not considered a demonstration project.
- Refer to Section III. D. for ineligible project activities.

8. Proposals requesting EPA funds in excess of $60,000 will not be reviewed.
9. Applicants must demonstrate in their proposal how they will provide the minimum required non-federal cost share/match of $4,000 as described in Section III.B.
10. Proposals must be submitted through Grants.gov (http://www.grants.gov) as stated in Section IV of this announcement (except in the limited circumstances where another mode of submission is specifically allowed for as explained in Section IV) on or before the proposal submission deadline published in Section IV of this announcement. Applicants are responsible for following the submission instructions in Section IV of this announcement to ensure that their proposal is timely submitted.
11. Proposals submitted after the submission deadline will be considered late and deemed ineligible without further consideration unless the applicant can clearly demonstrate that it was late due to EPA mishandling or because of technical problems associated with Grants.gov or relevant SAM.gov system issues. An applicant's failure to timely submit their proposal through Grants.gov because they did not timely or properly register in SAM.gov or Grants.gov will not be considered an acceptable reason to consider a late submission. If you have not received a confirmation of receipt from EPA within 30 days of the application deadline, please contact Ruth Chemerys (the Agency contact listed in Section VII) at 202-564-2937. Without a confirmation, there is a risk that your application will not be reviewed.

D. INELIGIBLE PROJECT ACTIVITIES

Provided below are examples of project activities that are generally **not** eligible for funding under this announcement. In some cases, the project activity might be eligible for funding if it is part of a demonstration project or a training/education project:

- construction of stormwater infrastructure improvements, including installation of low-impact development and green infrastructure;
- removal of trash and debris;
- construction of habitat for birds and other wildlife along the water body;
- construction of connections between open space to provide corridors for birds and other wildlife;

- installation of erosion control measures to stabilize stream banks;
- construction of community access points, such as overlooks, boat launches, and recreation areas;
- urban farming/agriculture; and
- activities that directly benefit the federal government (e.g., training provided to federal employees, restoration/improvement of federal lands/facilities, etc.).

If a proposal is submitted that includes any ineligible tasks or activities that portion of the proposal will be ineligible for funding and may, depending on the extent to which it affects the proposal, render the entire proposal ineligible for funding.

IV. APPLICATION AND SUBMISSION INFORMATION

A. REQUIREMENT TO SUBMIT THROUGH GRANTS.GOV AND LIMITED EXCEPTION PROCEDURES

Applicants, except as noted below, must apply electronically through Grants.gov (http://www.grants.gov) under this funding opportunity based on the Grants.gov instructions provided below. If an applicant does not have the technical capability to apply electronically through Grants.gov because of limited or no internet access which prevents them from being able to upload the required proposal materials to Grants.gov, the applicant must contact OGDWaivers@epa.gov or the address listed below in writing (e.g., by hard copy, email) *at least 15 calendar days prior to the submission deadline under this announcement* to request approval to submit their proposal materials through an alternate method.

Mailing Address:
OGD Waivers
c/o Barbara Perkins
USEPA Headquarters William Jefferson Clinton Building
1200 Pennsylvania Ave., N. W.
Mail Code: 3903R
Washington, DC 20460

Courier Address:
OGD Waivers
c/o Barbara Perkins
Ronald Reagan Building
1300 Pennsylvania Ave., N.W.
Rm # 51267
Washington, DC 20004

In the request, the applicant must include the following information:

- Funding Opportunity Number (FON)
- Organization Name and DUNS
- Organization's Contact Information (email address and phone number)
- Explanation of how they lack the technical capability to apply electronically through Grants.gov because of 1) limited internet access or 2) no internet access which prevents them from being able to upload the required application materials through Grants.gov.

EPA will only consider alternate submission exception requests based on the two reasons stated above and will timely respond to the request – all other requests will be denied. If an alternate submission method is approved, the applicant will receive documentation of this approval and further instructions on how to apply under this announcement. Applicants will be required to submit the documentation of approval with any initial application submitted under the alternative method. In addition, any submittal through an alternative method must comply with all applicable requirements and deadlines in the announcement including the submission deadline and requirements regarding proposal content and page limits (although the documentation of approval of an alternate submission method will not count against any page limits).

If an exception is granted, it is valid for submissions to EPA for the remainder of the entire calendar year in which the exception was approved and can be used to justify alternative submission methods for proposal submissions made through December 31 of the calendar year in which the exception was approved (e.g., if the exception was approved on March 1, 2015, it is valid for any competitive or non-competitive proposal submission to EPA through December 31, 2015). Applicants need only request an exception once in a calendar year and all exceptions will expire on December 31 of that calendar year. Applicants must request a new exception from required electronic submission through Grants.gov for submissions for any succeeding calendar year. For example, if there is a competitive opportunity issued on December 1, 2015 with a submission deadline of January 15, 2016, the applicant would need a new exception to submit through alternative methods beginning January 1, 2016.

Please note that the process described in this section is only for requesting alternate submission methods. All other inquiries about this announcement must be directed to the Agency Contact listed in Section IV of the announcement. Queries or requests submitted to the email address identified above for any reason other than to request an alternate submission method will not be acknowledged or answered.

B. SUBMISSION INSTRUCTIONS

The electronic submission of your application must be made by an official representative of your institution/organization who is registered with Grants.gov and is authorized to sign applications for Federal assistance. For more information on the registration requirements that must be completed in order to submit an application through Grants.gov, go to http://www.grants.gov and

click on "Applicants" on the top of the page and then go to the "Get Registered" link on the page.

If your organization is not currently registered with Grants.gov, please encourage your office to designate an Authorized Organization Representative (AOR) and ask that individual to begin the registration process ***as soon as possible***. Please note that the registration process also requires that your organization have a DUNS number and a current registration with the System for Award Management (SAM) and ***the process of obtaining both could take a month or more***. Applicants must ensure that all registration requirements are met in order to apply for this opportunity through Grants.gov and should ensure that all such requirements have been met ***well in advance of the submission deadline***. Registration on Grants.gov, SAM.gov, and DUNS number assignment is FREE.

To begin the application process under this grant announcement, go to http://www.grants.gov and click on "Applicants" on the top of the page and then "Apply for Grants" from the dropdown menu and then follow the instructions accordingly. Please note: **To apply through grants.gov, you must use Adobe Reader software and download the compatible Adobe Reader version.** For more information about Adobe Reader, to verify compatibility, or to download the free software, please visit http://www.grants.gov/web/grants/support/technical-support/software/adobe-reader-compatibility.html.

You may also be able to access the application package for this announcement by searching for the opportunity on http://www.grants.gov. Go to http://www.grants.gov and then click on "Search Grants" at the top of the page and enter the Funding Opportunity Number, **EPA-OW-IO-15-01**, or the CFDA number that applies to the announcement (CFDA 66.440), in the appropriate field and click the Search button. Alternatively, you may be able to access the application package for by clicking on the Application Package button at the top right of the synopsis page for the announcement on http://www.grants.gov. To find the synopsis page, go to http://www.grants.gov and click on the "Browse Agencies" button in the middle of the page and then go "Environmental Protection Agency" to find the EPA funding opportunities.

For Grants.gov (http://www.grants.gov) **submission questions**, please call the Grants.gov 24-hour helpline at 1-800-518-4726 or visit http://www.grants.gov/web/grants/support.html.

Proposal Submission Deadline. Your organization's AOR must submit your complete application package electronically to EPA through Grants.gov (http://www.grants.gov) no later than **11:59 PM EST November 20, 2015.** ***Please allow for enough time to successfully submit your application process and allow for unexpected errors that may require you to resubmit.*** Late submissions will not be considered for funding.

Please submit *all* of the application materials described below using the Grants.gov application package that you downloaded using the instructions above. For additional instructions on completing and submitting the electronic application package, click the "Show Instructions" tab that is accessible within the application package itself.

Application Materials. The following forms and documents are required under this announcement:

Mandatory Documents:

I. Application for Federal Assistance (SF-424).
II. Budget Information for Non-Construction Programs (SF-424A).
III. Narrative Proposal (Project Narrative Attachment Form) prepared as described in Section IV.D.3 of this announcement. The Narrative Proposal must also include the Project Area Map prepared as described in Section IV.D.4 of this announcement.

For uploading the mandatory documents, follow the instructions on Grants.gov (http://www.grants.gov).

Optional Documents: Supporting Materials, if applicable. See Section IV.D.3 for more details on what may be considered supporting materials.

Applications submitted through Grants.gov will be time and date stamped electronically. If you have not received a confirmation of receipt from EPA (not from Grants.gov*)* within 30 days of the application deadline, please contact Ruth Chemerys (the Agency contact listed in Section VII) at (202) 564-2937. Without a confirmation, there is a risk that your application will not be reviewed.

C. TECHNICAL ISSUES WITH SUBMISSION

1. Once the application package has been completed, the "Submit" button should be enabled. If the "Submit" button is not active, please call Grants.gov for assistance at 1-800-518-4726. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. Applicants should save the completed application package with two different file names before providing it to the AOR to avoid having to re-create the package should submission problems be experienced or a revised application needs to be submitted.

2. Submitting the application. The application package must be transferred to Grants.gov by an AOR. The AOR should close all other software before attempting to submit the application package. Click the "submit" button of the application package. Your Internet browser will launch and a sign-in page will appear. ***Note: Minor problems are not uncommon with transfers to Grants.gov. It is essential to allow sufficient time to ensure that your application is submitted to Grants.gov BEFORE the due date identified in Section IV of the solicitation.*** The Grants.gov support desk operates 24 hours a day, seven days a week, except Federal Holidays. A successful transfer will end with an on-screen acknowledgement. For documentation purposes, print or screen capture this acknowledgement. If a submission problem occurs, reboot the computer – turning the power off may be necessary – and re-attempt the submission. Note: Grants.gov issues a "case number" upon a request for assistance.

3. Transmission Difficulties. If transmission difficulties that result in a late transmission, no transmission, or rejection of the transmitted application are experienced, and following the above

instructions do not resolve the problem so that the application is submitted to www.Grants.Gov by the deadline date and time, follow the guidance below. The Agency will make a decision concerning acceptance of each late submission on a case-by-case basis. All emails, as described below, are to be sent to urbanwaters@epa.gov with the FON in the subject line. If you are unable to email, contact Ruth Chemerys at 202-564-2937. Be aware that EPA will only consider accepting applications that were unable to transmit due to www.Grants.gov or relevant www.Sam.gov system issues or for unforeseen exigent circumstances, such as extreme weather interfering with internet access. Failure of an applicant to submit timely because they did not properly or timely register in SAM.gov or Grants.gov is not an acceptable reason to justify acceptance of a late submittal.

a. If you are experiencing problems resulting in an inability to upload the application to Grants.gov, it is essential to call www.Grants.gov for assistance at 1-800-518-4726 before the application deadline. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. Be *sure* to obtain a case number from Grants.gov. If the problems stem from unforeseen exigent circumstances unrelated to Grants.gov, such as extreme weather interfering with internet access, contact Ruth Chemerys at 202-564-2937.

b. Unsuccessful transfer of the application package: If a successful transfer of the application cannot be accomplished even with assistance from Grants.gov due to electronic submission system issues or unforeseen exigent circumstances, send an email message to urbanwaters@epa.gov prior to the application deadline. The email message must document the problem and include the Grants.gov case number as well as the entire application in PDF format as an attachment.

c. Grants.gov rejection of the application package: If a notification is received from Grants.gov stating that the application has been rejected for reasons other than late submittal promptly send an email to urbanwaters@epa.gov with the FON in the subject line within one business day of the closing date of this solicitation. The email should include any materials provided by Grants.gov and attach the entire application in PDF format.

D. CONTENT OF APPLICATION SUBMISSION

Applicants must read the following section very closely. A complete proposal package must include the following four documents described below:

1. **Signed Standard Form (SF) 424, Application for Federal Assistance**

Complete the form. There are no attachments. Please be sure to include organization fax number and e-mail address in Block 5 of the SF 424.

Please note that the organizational Dun and Bradstreet (D&B) Data Universal Number System (DUNS) number must be included on the SF 424. Organizations may obtain a DUNS number at no cost by calling the toll-free DUNS number request line at 1-866-705-5711 or by visiting the website at www.dnb.com.

2. **SF 424A, Budget Information for Non-Construction Programs**

Complete the form. There are no attachments. The total amount of federal funding requested for the project should be shown on line 5(e) and on line 6(k) of the SF-424A. If indirect costs are included, the amount of indirect costs should be entered on line 6(j). The indirect cost rate (a percentage), the base (e.g., personnel costs and fringe benefits), and the amount should also be indicated on line 22. If indirect costs are requested, a copy of the Negotiated Indirect Cost Rate Agreement must be submitted as part of the application package. In Section B: Budget Categories, column (1) should be filled out for federal funds, column (2) should be filled out for non-federal cost share / match, and column (5) should be filled out for total project cost (combined federal funds and non-federal cost share / match).

3. **Narrative Proposal**

NOTE: The Narrative Proposal (including cover page and project area map) must be limited to no more than 11 single-spaced, typewritten 8.5x11-inch pages (a page is one side of paper). Pages should be consecutively numbered for ease of reading. It is recommended that applicants use a standard 12-point type with 1-inch margins. While these guidelines establish the minimum type size recommended, applicants are advised that readability is of paramount importance and should take precedence in selection of an appropriate font for use in the proposal. Additional pages beyond the 11-page single-spaced limit will not be reviewed.

- The 11-page limit for the Narrative Proposal includes all elements described in Part I (cover page) and Part II (project description) below, except where noted.
- Applicants are required to attach to the Narrative Proposal a map of the proposed project area (see Section IV.D.4).
    - Please note that supporting materials that the applicant provides are not included in the 11-page limit for the Narrative Proposal.
    - Documentation demonstrating partnership(s), annotated resumes, and/or Quality Assurance/Quality Control documentation are considered supporting materials.
    - Please use discretion in the supporting materials provided as attachments; attachments should be relevant to the project.
    - Please submit all supporting materials as one electronic file, such as but not limited to, PDF.

The Narrative **Proposal, including Parts I – II below,** must be typewritten and must include the information described below and can be no longer than 11 single spaced pages as described above. If a particular item is not applicable, clearly state this. *Applicants are strongly encouraged to organize their proposal narrative following the format outlined below, with headings in the order listed.*

I. Cover Page - This section should include the following:

a) Name of Applicant;

b) Name of Urban Water Body (including Location and EPA Region);

c) Project Title (the project title should reflect the main project goal/outcome and should be 15 words or less);

d) Project Type (Indicate only one of the following: Community Greening and Green Infrastructure, or Communities and Water Quality Data. Applicants should identify the one project type on the cover page of the proposal narrative.)

e) Key personnel and contact information (i.e., e-mail address and phone number);

f) Total project cost (specify the amount of federal funds requested, the non-federal cost share / match, and the total project cost); and

g) Abstract – Provide a brief (250 words or less) description of the main objective, activities, and outputs/outcomes of the project; and

h) Applicant Organization – Provide a brief (100 words or less) description of the applicant organization, including its mission and key ongoing projects/activities the organization is involved in.

II. Project Description – Please address the following categories (a - k) outlined below. Proposals will be evaluated according to the selection criteria described in Section V.

a) Program Objective (1): Address local water quality issues related to urban runoff pollution – Describe how the proposal addresses this program objective listed in Section I.B. The description should include the following:

- Describe the water quality issues/threats related to urban runoff pollution that are impacting the waterbody (e.g., trash, bacteria and other pathogens from pet or human waste, excess nutrients from lawn fertilizer and pesticides, contaminants and/or sediments from construction sites, etc.); and,

- Describe how the project addresses the water quality issues/threats related to urban runoff pollution.

b) Program Objective (2): Provide additional community benefits – Describe how the proposal addresses this program objective listed in Section I.B. Proposals should describe how the project will provide public health, economic, and/or social benefits to the surrounding community in addition to the water quality and environmental benefits resulting from the project (e.g., drinking water supply protection, outdoor amenities for recreation, increase of green space for community activities, prevention of flooding, jobs creation and workforce development, etc.).

c) Program Objective (3): Actively engage underserved communities – Describe how the proposal addresses this program objective listed in Section I.B. The description should include the following:

- Describe the characteristics of the project area that identifies it as an "underserved community" (as defined in the Section I.A). Examples of supporting information include but are not limited to low-income status, fish consumption concerns, difficulties accessing waterways, taking advantage of recreational opportunities, failing infrastructure, difficulties accessing safe and plentiful drinking water, and difficulties accessing resources.

- Demonstrate how underserved communities, and other impacted communities, are actively engaged in the project. Describe the opportunities for their meaningful participation throughout the project, from preparation of this proposal, execution of the project, through project evaluation/next steps. Examples of supporting documentation in addition to the proposal narrative include, but are not limited to, letters of support/commitment, documentation of correspondence with members of the underserved community, and meeting notes/presentations that state their role through the above phases of the project.

d) Program Objective (4): Foster partnership – Describe how the proposal addresses this program objective listed in Section I.B. The description should include the following:

- Describe how the project will accomplish its goals through the use of appropriate and diverse partnerships. Identify and list all partners involved, including those partnerships that may be under development. EPA encourages projects that involve traditional and non-traditional stakeholders in a community. Examples of partners include but are not limited to community-based organizations (including those that benefit underserved communities), local/regional planning organizations, local governments, non-profit organizations, industry, businesses, academic institutions including community colleges and universities, drinking water and wastewater utilities, and other appropriate partners to work on urban waters issues.

  Describe the roles or planned roles of each partner in the project, and how each partner will contribute to the goals of the project. The description should demonstrate the meaningful involvement of all partners from preparation, execution of the project, through project evaluation/next steps. Partner contributions can include coordinating planning efforts, and sharing their time, expertise, and expense. EPA encourages appropriate subawards/contracts to community-based

organizations to allow their full participation and cultivate intentional involvement of community residents.

EPA recognizes the important role of local partnerships and engagement to help solve urban runoff pollution and other water quality issues. Partnerships help connect the various areas of a watershed. Communities that live in the upper parts of the watershed can work with downstream communities to improve the quality of the entire watershed. Within these communities, the partnering between the local government, community-based organizations, local residents, and other key stakeholders helps build a resource base and leads to lasting change. This kind of partnering leads to the most innovative stormwater solutions that yield multiple benefits.

- Describe how the applicant and/or their partners represent the community or a significant segment of the community as it relates to environmental, education or other social services.

  Examples of supporting documentation include, but are not limited to, partnership letters of commitment, copies of correspondence with the local government to make them aware of the project (e.g., emails, documentation of phone conversations, meeting notes, etc.), and letters of support. Partnership letters of commitment should describe the following: specific activities partners will lead and/or be involved in during the project, why they believe the project is important, and how it will benefit the community, as well as if they are a proposed sub-awardee on the project or a proposed cost share/match. All partnership letters of commitment should be on the official letterhead of the supporting agency or organization, and can be addressed to the applicant.

  If an applicant is in the process of engaging a partner, proposals should describe the applicant's plans to engage that partner and establish a working relationship to successfully complete the project.

  If the applicant does not intend to have partners, then the applicant should explain how it will effectively perform the project and meet the objectives described in Section I.B without the use of partners.

e) Project Types – Describe how the project activities address the project type the applicant listed on the cover page. Please see Section I.B for more information on the project types.

   - Community Greening and Green Infrastructure; or
   - Communities and Water Quality Data.

f) Environmental Results and Measuring Progress – Proposals should describe the following elements as outlined below. Information may be provided in table format if the applicant chooses, but all information must be included within the page limit.

- Stated Objective/Link to EPA Strategic Plan - List the objective of the project and describe the linkage to the EPA Strategic Plan (see Section I.C of this announcement). The Urban Waters Small Grants support the following goals of the FY 2014 – 2018 EPA Strategic Plan: Goal 2: Protecting America's Waters, Objective 2.2: Protect and Restore Watersheds and Aquatic Ecosystems.

- Results of Activities (Outputs) - List the products/results which are expected to be achieved from accomplishment of the project activities and an approach for tracking your progress toward achieving the expected project output(s) (examples of outputs can be found in Section I.C and Appendix A of this announcement).

- Anticipated Environmental Improvement (Outcomes) - List the anticipated environmental improvements to be accomplished as a result of the project activities. These improvements are changes or benefits to the environment which are a result from the accomplishment of project outputs. Describe an approach for tracking your progress toward achieving the expected project outcome(s) (examples of outcomes can be found in Section I.C and Appendix A of this announcement).

g) Project Activities / Milestone Schedule / Detailed Budget Narrative – Proposals should describe the following elements as outlined below. Information may be provided in table format if the applicant chooses, but all information must be included within the page limit.

- Project Activities – Outline the steps the applicant will take to meet the project objectives. Describe the detailed project activities or components and the anticipated products associated with each activity.

- Milestone Schedule – Provide a projected milestone schedule that covers each year of the total grant period request and provides a breakout of the project activities into phases with associated activities, a timeframe for completion of activities, and an approach for ensuring that awarded funds will be expended in a timely and efficient manner. The project start date will follow award acceptance by the successful applicants. Please include required training (see Section VIF.)

- Detailed Budget Narrative – Provide a detailed budget and estimated funding amounts for each project component/activity. Identify the

requested federal dollars, demonstrate how the non-federal cost share/match will be met and provide a total project cost. This section provides an opportunity for narrative description of the budget or aspects of the budget found in the SF 424A (i.e., personnel, travel, contractual, other). All subaward funding should be located under the "other" category. This section provides an opportunity for narrative description of the budget or aspects of the budget such as other and contractual. Describe itemized costs in sufficient detail for EPA to determine the reasonableness and allowability of costs for each work plan component/activity including the use of the cost share/match funds. Helpful tips on writing a budget may be found at http://www.epa.gov/ogd/recipient/ogd_budget_detail_guidance.pdf. See also Appendix B, Budget Sample.

- Total costs must include separate breakdowns for federal costs and non-federal cost share/matching components (a minimum $4,000 non-federal cost share/match is required). Explain if and how partners will contribute to the required cost share/match. Attach letters of commitment from intended cost share/match partners, to your proposal. Partnership letters of commitment should be included in the supporting materials. All partnership letters of commitment should be on the official letterhead of the supporting agency or organization, and can be addressed to the applicant.
- Describe cost-effectiveness, reasonableness of costs, and value of in-kind contributions.
- If applicable, include any travel for applicant staff to attend any necessary meetings throughout the proposed project period. This includes travel, lodging, and registration costs associated with having representatives (a minimum of one representative is required) from the recipient organization attend the in-person EPA-sponsored Urban Waters Learning Network training session hosted by River Network and Groundwork USA at River Rally 2017, anticipated to be located in the Great Lakes region and to take place over two days (Friday and Saturday) in the May/June 2017 timeframe. If the recipient plans to use cooperative agreement funds for travel, lodging, and registration expenses to this required training session or if the recipient intends to pay for travel, lodging, and registration expenses to this training session as part of the recipient's match requirement, it must be included in the detailed budget narrative (see Section VI.E of this announcement for additional information on the Urban Waters Learning Network training session).

h) Share Results – Describe how the applicant will share the results of the project with state, tribal, and local government agencies, other community and watershed organizations, public and private organizations, and/or other interested stakeholders. For example, the applicant could create opportunities for sharing best practices and lessons learned in the form of meetings, webcasts, or other mechanisms.

i) Programmatic Capability/Specialized Experience – Proposals should describe the following elements:

- Organizational Experience – Provide a brief description of your organizational experience related to the proposed project, and your infrastructure/resources as it relates to your ability to successfully implement the proposed project.

- Staff Expertise/Qualifications – Provide a list of key staff and briefly describe their expertise/qualifications and knowledge, and describe your resources or the ability to obtain them to successfully achieve the goals of the project. Include an estimate of the number of full-time equivalent (FTE) workers (based on 2,080 hours per year/FTE). List proposed partner entities, and describe their roles, and whether they will participate as subawardees. Annotated resumes of applicant's key staff (no more than two pages each) are also encouraged. Annotated resumes should be included in the supporting materials.

j) Past Performance – Briefly describe federally and/or non-federally funded assistance agreements (an assistance agreement is a grant or cooperative agreement and not a contract) similar in size, scope, and relevance to the proposed project that your organization performed within the last five years (no more than three such agreements and preferably EPA agreements) and:

- Describe whether, and how, you were able to successfully complete and manage those agreements.

- Describe your history of meeting the reporting requirements under those agreements including submitting acceptable final technical reports.

- Describe how you documented and/or reported on whether you were making progress towards achieving the expected results (i.e., outputs and outcomes) under those agreements. If you were not making progress, please indicate whether, and how, you documented why not.

Note: In evaluating the applicant's past performance, the Agency will consider the information supplied by the applicant in its proposal, and may also consider relevant information from other sources including Agency files

(e.g., Grantee Compliance Database) and prior/current grantors (e.g., to verify and/or supplement the information provided the by applicant). If you do not have any relevant or available past performance information, please indicate this in the proposal and you will receive a neutral score for these factors under Section V. Failure to provide any past performance information, or to include a statement in the proposal that you do not have any relevant or available past performance or reporting information, may result in a zero score for these factors (see also Section V).

k) Quality Assurance/Quality Control (QA/QC) – If you plan to collect or use environmental data or information, explain how you will comply with the Quality Assurance/Quality Control requirements (see Section VIII.A QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) of this announcement for additional information). If applicable, Quality Assurance/Quality Control document should be included in the supporting materials.

l) Map that demonstrates that the proposed project activities will take place entirely within one of the Eligible Geographic Areas, as illustrated on the interactive map provided on the Urban Waters Small Grants mapping website at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-mapping. Applicants are required to **include a** project area map showing where proposed project activities will take place.

- The map should be produced using the Urban Waters Small Grants Program mapping website, found at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-mapping.
- Step-by-step instructions for creating the project area map are available on the mapping website (see URL address above). Applicants should follow the step-by-step instructions to create the project area map, to be included as part of the application package.

NOTE: The applicant should also provide in its Proposal Narrative any additional information, to the extent not already identified above, that addresses the selection criteria found in Section V.

E. SUBMISSION DATES AND TIMES

Proposals must be submitted electronically via Grants.gov (http://www.grants.gov) on or before **11:59 P.M. EST November 20, 2015**. Late proposals will not be considered for funding.

G. ADDITIONAL PROVISIONS FOR APPLICANTS INCORPORATED INTO THE SOLICITATION

Additional provisions that apply to this solicitation and/or awards made under this solicitation, including but not limited to those related to confidential business information, can be found at

http://www.epa.gov/ogd/competition/solicitation_provisions.htm. These, and the other provisions that can be found at the website link, are important, and applicants must review them when preparing proposals for this solicitation. If you are unable to access these provisions electronically at the website above, please communicate with the EPA contact listed in this solicitation to obtain the provisions.

V. APPLICATION REVIEW INFORMATION

A. SELECTION CRITERIA

All eligible proposals based on the Section III threshold eligibility review will be evaluated based on the evaluation criteria and weights below (100-point scale). Points will be awarded based on how well and thoroughly each criterion and/or sub-criterion is addressed in the proposal package. Refer to Section I.B and IV.D for more details on how to address these criteria.

1) Program Objective (1): Address local water quality issues related to urban runoff pollution (15 points) – Under this criterion, proposals will be evaluated based on the extent and quality to which the project addresses Program Objective (1) by demonstrating the following, **as described in Sections 1B and IV**:

    A. The water quality issues/threats related to urban runoff pollution that are affecting the waterbody (6 points)

    B. How the project addresses the water quality issues/threats related to urban runoff pollution (9 points).

2) Program Objective (2): Provide additional community benefits (8 points) – Under this criterion, proposals will be evaluated based on the extent and quality to which the project addresses Program Objective (2), **as described in Sections 1B and IV**.

3) Program Objective (3): Actively engage underserved communities (Total of 13 points) – Under this criterion, proposals will be evaluated based on the extent and quality to which the project addresses Program Objective (3) by demonstrating the following, **as described in Sections 1B and IV**:

    A. The characteristics of the project area that identifies it as an "underserved community" (as defined in Section I.A) (4 points)

    B. How underserved communities, as well as other impacted communities, are actively engaged in the project, including opportunities for meaningful participation throughout the project, from preparation of this proposal, execution of the project, through project evaluation/next steps (9 points).

4) Program Objective (4): Foster partnerships (8 points) – Under this criterion, proposals will be evaluated based on the extent and quality to which the project addresses Program Objective (4)**, as described in Sections 1B and IV**.

A. Identify and list all partners involved, including those partnerships that may be under development. Describe the roles or planned roles of each partner in the project, and how each partner will contribute to the goals of the project. The description should demonstrate the meaningful involvement of all partners from preparation of this proposal, execution of the project, through project evaluation/next steps. If the applicant does not intend to have partners, then the applicant should explain how it will effectively perform the project and meet the objectives described in Section I.B without the use of partners. (5 points)

B. Describe how the applicant and/or their partners represent the community or a significant segment of the community as it relates to environmental, education or other social services. (3 points)

5) Project Types (5 points) – Under this criterion, proposals will be evaluated based on the extent and quality of how well the project addresses the **one** project type identified on the cover page of the proposal. **See Section I.B** for more information of the project types.

6) Project Activities / Milestone Schedule / Detailed Budget (Total of 15 points) – Under this criterion, proposals will be evaluated based on the extent and quality to which the proposal demonstrates the following:

A. Project Activities (5 points) – Clear description of steps the applicant will take to meet the project objectives. Descriptions of the detailed project activities or components and the anticipated products associated with each activity.

B. Milestone Schedule (5 points) – Clearly articulated milestone schedule, including timeframes and major milestones to complete significant project activities and an approach to ensure that awarded funds will be expended in a timely and efficient manner.

C. Budget (5 points) – Reasonableness of the budget and estimated funding amounts for each project activity. Applicants will be evaluated based on: the adequacy of the information provided in the detailed budget; whether the proposed costs are reasonable and allowable; and how well the applicant demonstrated cost-effectiveness and value of the project. Total project costs must include both federal and required cost share/match (non-federal) components.

7) Share Results (3 points) – Clear description of how the applicant will share the results of the proposed project (including lessons learned) with state, tribal, and local governmental agencies, community and watershed organizations, and/or other interested stakeholders.

8) Environmental Results (Total of 13 points) – Under this criterion, proposals will be evaluated based on the following elements:

A. Results, Outputs and Outcomes (10 points) – The extent and quality to which the proposal demonstrates potential environmental results, anticipated outputs and outcomes, and how the outcomes are linked to EPA's Strategic Plan (see Section I.C of the announcement).

B. Measuring Progress (3 points) – The extent and quality to which the proposal demonstrates a sound plan for tracking progress toward achieving the expected outputs and outcomes (examples of outputs and outcomes are provided in Section I.C and Appendix A of the announcement).

9) Programmatic Capability/Specialized Experience (Total of 10 points) – Under this criterion, proposals will be evaluated based on the applicant's ability to successfully complete and manage the proposed project, taking into account the applicant's:

A. Programmatic Capability (5 points) – Organizational experience related to the proposed project, and the organization's infrastructure/resources as it relates to their ability to successfully implement the proposed project.

B. Specialized Experience (5 points) – Staff experience/qualifications, staff knowledge, and resources, or the ability to obtain them, to successfully implement the proposed project.

10) Past Performance (Total of 10 points) – Under this criterion, applicants will be evaluated based on their ability to successfully complete and manage the proposed project, taking into account their:

A. Past performance in successfully completing and managing federally and/or non-federally funded assistance agreements (an assistance agreement is a grant or cooperative agreement and not a contract) similar in size, scope, and relevance to the proposed project performed within the last five years (no more than three, and preferably EPA agreements) (4 points).

B. Meeting reporting requirements (3 points) – History of meeting reporting requirements under federally and/or non-federally funded assistance agreements (an assistance agreement is a grant or cooperative agreement and not a contract) similar in size, scope, and relevance to the proposed project performed within the last five years (no more than three, and preferably EPA agreements) and submitting acceptable final technical reports under these agreements.

C. Progress in achieving anticipated results (3 points) – Extent and quality to which they documented and/or reported on their progress towards achieving the expected results (e.g., outcomes and outputs) under federally and/or non-federally funded assistance agreements (an assistance agreement is a grant or cooperative agreement and not a contract) performed in the last five years (no more than three, and preferably EPA agreements), and if such progress was not being made, whether the applicant adequately documented why not.

Note: In evaluating applicants under this criterion, the Agency will consider the information supplied by the applicant in its proposal, and may also consider relevant information from other sources including Agency files (e.g., Grantee Compliance Database) and prior/current grantors (e.g., to verify and/or supplement the information provided by the applicant). Applicants who have no relevant or available past performance information will receive a neutral score for these factors (i.e., 2 points for subcriterion A., 1.5 points for subcriterion B., and 1.5 points for subcriterion C.). Failure to provide any past performance information, or to include a statement in your proposal that you do not have any relevant or available past performance information, may result in a zero score for this factor.

B. REVIEW AND SELECTION PROCESS

All proposals received by EPA by the submission deadline will first be evaluated for eligibility purposes by EPA Headquarters staff based on the threshold criteria in Section III.C of the announcement. Proposals that are deemed eligible will be evaluated using the criteria described in Section V.A using the process described below. Proposals that are deemed ineligible will not be evaluated further or considered for funding.

All eligible proposals will be evaluated by EPA Regional review panel(s), which will be composed of EPA staff and which may also include representatives from other federal agencies. Evaluations will be based on the 100-point scale described in Section V.A above. Proposals will be ranked based on the reviewers' scores, and the scores and rankings will be provided to the EPA Regional Selection Official(s) for final funding decisions.

Other Factors
In making the final funding decisions for awards, the Selection Official(s) will consider the ranking of proposals and may also consider other factors, including: availability of funds, geographic diversity, project diversity, and program priorities.

VI. AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICES

EPA anticipates notification to successful applicants will be made via telephone or electronic or postal mail by March 31, 2016. The notification will be sent to the original signer of the proposal or the project contact listed in the proposal. This notification, which informs the applicant that its proposal has been selected and is being recommended for award, is not an authorization to begin work. The official notification of an award will be made by approximately August 2, 2016. Applicants are cautioned that only a grants officer is authorized to bind the Government to the expenditure of funds; selection does not guarantee an award will be made. For example, statutory authorization, funding or other issues discovered during the award process may affect the ability of EPA to make an award to an applicant. The award notice, signed by an EPA grants officer, is the authorizing document and will be provided through electronic or postal mail. The successful applicant may need to prepare and submit additional documents and forms (e.g., work plan),

which must be approved by EPA, before the grant can officially be awarded. The time between notification of selection and award of a grant can take up to 90 days or longer.

Any additional information about this RFP will be posted on EPA's Urban Waters website at http://www2.epa.gov/urbanwaters/urban-waters-small-grants. Deadline extensions or other modifications will be posted on this website and on Grants.gov (http://www.grants.gov).

B. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

The general award and administration process for this RFP is governed by regulations at 2 CFR 200 and 1500, as applicable, and 40 CFR Part 35, Subpart A ("Environmental Program Grants for State, Interstate, and Local Government Agencies") and Subpart B ("Environmental Program Grants for Tribes"). A description of the Agency's substantial involvement in the cooperative agreements will be included in the final assistance agreement.

C. INTERGOVERNMENTAL REVIEW

This program may be eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review. Further information regarding this can be found at http://www.whitehouse.gov/omb/grants_spoc.

D. REPORTING

In general, recipients are responsible for managing the day-to-day operations and activities supported by the assistance funding, to assure compliance with applicable federal requirements, and for ensuring that established milestones and performance goals are being achieved. Performance reports and financial reports must be submitted quarterly and are due 30 days after the reporting period. The final report is due 90 days after the assistance agreement has expired. Recipients will be required to report direct and indirect environmental results from the work accomplished through the award. In negotiating assistance agreements, EPA will work closely with the recipient to incorporate appropriate performance measures and reporting requirements in the workplan consistent with2 CFR 200.328, and 40 CFR Part 45.

By the end of the assistance agreement performance period, grantees will provide a report to describe the project as a success story that helps other communities across the country learn from their experience.

E. REQUIRED IN-PERSON TRAINING FOR RECIPIENTS

Urban Waters Small Grants recipients will be required to attend an in-person EPA-sponsored Urban Waters Learning Network training session hosted by River Network and Groundwork USA, at River Rally 2017. The session will take place over two days (Friday to Saturday) in the May/June 2017 timeframe, in the Great Lakes region. At least one representative from the

recipient organization should plan to attend. This training will allow recipients numerous opportunities to learn from their peers and other technical experts.

The recipient may use cooperative agreement funds to pay for associated travel, lodging, and registration costs to attend the in-person training session. If the recipient wishes to use cooperative agreement funds for travel, lodging, and registration expenses to the in-person training session, these costs must be included in the submitted proposal budget. Please note that registration to River Rally 2017 includes attendance to all sessions and most meals. For budgeting purposes, please use River Rally 2016 registration costs as a guide. Visit http://www.rivernetwork.org for more information.

F. URBAN WATERS LEARNING NETWORK

Recipients will become part of the Urban Waters Learning Network. The goal of the Network is to create and promote sharing of effective practices, provide technical assistance, and offer learning opportunities to urban waters practitioners located across the country. The Network includes nearly 100 members that are working to improve their impaired urban water resources, and represents a variety of organizations, including local watershed organizations, community groups, tribal, and local governments.

The Network provides periodic peer-support conference calls on specific topics, webinars and virtual trainings, and convenes for in-person trainings. Membership to the Network is provided to all Urban Waters Small Grants recipients.

Within the first 30 days of receipt of the award, Urban Waters Small Grants recipients are required to join Basecamp.com, the Learning Network virtual platform for network communications. Recipients are expected to attend an orientation conference call/webinar, during which they will be introduced to the Learning Network. The exact date of the orientation call/webinar has not yet been determined, but will be scheduled some time between September 2016 and January 2017.

In addition, Urban Waters Small Grants recipients must attend up to two Learning Network online training webinars. The online training webinars are expected to each be up to two hours in length and one will be grants management training. The exact dates are yet to be determined; it is anticipated they will take place between October 2016 and April 2017.

G. ADDITIONAL PROVISIONS FOR APPLICANTS INCORPORATED INTO THE SOLICITATION

Additional provisions that apply to this solicitation and/or awards made under this solicitation, including but not limited to those related to DUNS, SAM, copyrights, disputes, and administrative capability, can be found at http://www.epa.gov/ogd/competition/solicitation_provisions.htm. These, and the other provisions that can be found at the website link, are important, and applicants must review them when preparing proposals for this solicitation. If you are unable to access these provisions

electronically at the website above, please communicate with the EPA contact listed in this solicitation to obtain the provisions.

H. DISPUTES

Assistance agreement competition-related disputes will be resolved in accordance with the dispute resolution procedures published in 70 FR (Federal Register) 3629, 3630 (January 26, 2005) which can be found at http://www.epa.gov/ogd/competition/resolution.htm. Copies of these procedures may also be requested by contacting the person listed in Section VII of the announcement.

VII. AGENCY CONTACTS

Note to Applicants: In accordance with EPA's Assistance Agreement Competition Policy (EPA Order 5700.5A1), EPA staff will not meet with individual applicants to discuss draft proposals, provide informal comments on draft proposals, or provide advice to applicants on how to respond to ranking criteria. Applicants are responsible for the contents of their proposals. However, consistent with the provisions in the announcement, EPA will respond to questions from individual applicants regarding threshold eligibility criteria, administrative issues related to the submission of the proposal, and requests for clarification about the announcement. In addition, if necessary, the EPA may clarify threshold eligibility issues with applicants prior to making a final eligibility determination. Questions must be submitted in writing via e-mail and must be received by the Agency Contact identified below by **November 6** and written responses will be posted on EPA's website at http://www2.epa.gov/urbanwaters/urban-waters-small-grants-questions. EPA strongly recommends interested applicants refer to the written responses posted on the website prior to submitting a question.

Agency Contact
Ruth Chemerys
E-mail: urbanwaters@epa.gov

In addition, EPA will host one national Information Session regarding this announcement via webinar on Oct 22, 2015 at 2pm EST. EPA will attempt to answer any questions in this public forum. Registration information for the Information Session can be found at http://www2.epa.gov/urbanwaters/urban-waters-small-grants.

VIII. OTHER INFORMATION

A. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Quality Assurance/Quality Control requirements apply to these grants (see 2 CFR 1500.11). QA/QC requirements apply to the collection of environmental data. Environmental data are any measurements or information that describe environmental processes, location, or conditions; ecological or health effects and consequences; or the performance of environmental technology. Environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. Successful applicants should allow sufficient time and resources for this process. EPA can assist successful applicants

in determining whether QA/QC is required for the proposed project. If QA/QC is required for the project, the successful applicant may work with the EPA QA/QC staff to determine the appropriate QA/QC practices for the project. See Section VII., AGENCY CONTACTS for Agency Contact information for referral to an EPA QA/QC staff.

The successful applicant must ensure all water quality data generated in accordance with an EPA approved Quality Assurance Project Plan, either directly or by subaward, is transmitted into the Agency's Storage and Retrieval (STORET) Data Warehouse annually or by project completion using either WQX or WQXweb. Water quality data that are appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQXweb is a web-based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQXweb, and the STORET Warehouse, including tutorials, can be found at http://www.epa.gov/storet/wqx/.

B. UNFUNDED PROPOSALS

Subject to the availability of funds, funding authorities, and other considerations, the U.S. Forest Service may consider for funding proposals not selected for funding by EPA under this RFP.

Appendix A

Project Examples and Project Example Environmental Outputs and Environmental Outcomes

For this grant cycle, EPA seeks to fund exemplary proposals that address urban runoff pollution through diverse partnerships that produce multiple community benefits, with emphasis on underserved communities. As discussed in Section I.A, proposals submitted under this announcement should meet all of the following Urban Waters Small Grants program objectives: 1) address water quality issues related to urban runoff pollution; 2) provide additional community benefits; 3) actively engage underserved communities; and, 4) foster partnership.

As required by Section IV, applicants should describe the results of the project activities (Outputs) and the anticipated environmental improvements (Outcomes). The tables below provide examples of eligible projects and associated environmental outputs and outcomes. This is not an exhaustive list and is provided for reference only.

Environmental outputs (or project deliverables) refer to an environmental activity, effort, and/or associated work product related to an environmental goal or objective, that will be produced or provided over a period of time or by a specified date. Outputs may be quantitative or qualitative, but must be measurable during a cooperative agreement funding period.

Environmental outcomes are the result, effect, or consequence that will occur from carrying out an environmental program or activity that is related to an environmental or programmatic goal or objective, and are used as a way to gauge a project's performance and take the form of output measures and outcome measures. Outcomes may be environmental, behavioral, health-related, or programmatic in nature. Outcomes must be quantitative and may not necessarily be achieved within a cooperative agreement funding period. Outcomes may be short-term (changes in learning, knowledge, attitude, skills), intermediate (changes in behavior, practice, or decisions), or long-term (changes in condition of the water quality and/or natural resource).

COMMUNITY GREENING AND GREEN INFRASTRUCTURE[1]		
Project Example	**Output Examples**	**Outcome Examples**
Provide training, including a final community project, to inner-city schools and/or faith-based organizations on low-impact design (LID) / green infrastructure practices for reducing stormwater leaving their yards/landscapes.	• Number of outreach, education and presentations • Number of participants at outreach, education and presentations • Final report from community project	• Increased number of greening and/or low-impact development educational sites are installed at schools and/or faith-based locations leading to reduced pollution/stormwater runoff into waterbody • Increased education, engagement, and empowerment of local communities, including underserved communities regarding "green" sustainable practices that can be implemented at inner-city schools and/or faith-based locations • Increased livability of neighborhoods/community revitalization that received trainings (e.g., walkable neighborhoods, increase of green space, greater connectivity to local water body) • Increased job skills and/or employment of local residents as a result of training received
Conduct facilitated neighborhood discussions / workshops to design community LID / green infrastructure plan.	• Number of residents participating in design workshops • Report documenting the results and final design agreed upon by community • Results of residents' feedback about the process (e.g., through a report, testimonials, videos, etc.)	• Improved understanding of design alternatives and benefits of LID/green infrastructure to address neighborhood stormwater runoff problems • Improved resident engagement and ownership in decisions to protect local water quality

[1] If not part of a demonstration project or training/education project (considered on case by case basis), proposals for the construction or installation of stormwater infrastructure improvements, including low-impact development and green infrastructure, are not eligible for funding under this announcement (see Section III.D).

COMMUNITY GREENING AND GREEN INFRASTRUCTURE[1]		
Project Example	**Output Examples**	**Outcome Examples**
Evaluate current zoning to develop model zoning ordinances for protection of community drinking water supply (also known as source water protection) to better incorporate low-impact development (LID)/green infrastructure (GI), other stormwater best management practices (BMPs).	• Results of evaluations of current zoning (e.g., parking, road width, curb design requirements and ordinances, etc.), which are often impediments to implementing LID/GI practices • Model zoning ordinances • LID/GI technical guidance manual • Number of residents, businesses, landowners, etc. participating in public engagement activities	• Increased implementation of LID/GI in local ordinances • Improved protection of drinking water sources through implementation of LID/GI in local ordinances • Increased community involvement in development and vetting of local ordinances • Increased use of LID/GI and other best management practices in public and private property, including schools, parking lots, road medians, business centers, etc. • Reduced pollution/stormwater runoff into waterbody and improved water quality • Potentially reduced cost of drinking water treatment in future, as well as the risks to public health • Increased conservation easements for urban greenspace in the new zoned/protected areas • LID/GI technical guidance manual that provides guidance on the proper planning, selection, design, inspection, and maintenance of LID/GI practices
Create a Green Infrastructure Job Training Program that teaches the community's underemployed youth and adults how to design and/or construct green infrastructure practices such as rain gardens, planters and tree boxes, vegetated swales, green roofs, rain barrels and cisterns, and tree plantings.	• Number of training classes • Number of people trained • Number of local business partners that support the training program	• Increased employment for training participants • Increased understanding and use of low-impact development and other stormwater best management practices • Reduced pollution/stormwater runoff into the local waterbody and improved water quality • Increased community green space and recreation areas

COMMUNITIES AND WATER QUALITY DATA		
Project Example	**Output Examples**	**Outcome Examples**
Create a volunteer monitoring program that engages community members/ veterans groups / minority-serving institutions / public housing entities to expand awareness and community action on urban runoff pollution and its impact on water quality.	• Number of volunteer monitoring trainings held in underserved communities • Number of participants • Data gathered from volunteer monitoring • Reports on evaluation of data • Number of community organizations and agencies using volunteers for monitoring programs	• Increased community knowledge and experience in monitoring, particularly relating to urban runoff pollution and it impact on water quality • Data gathered from volunteer monitoring used to produce recommendations and/or an action plan for water quality improvement strategies • Reduced pollution into waterbody, which may flow into or serve as a community drinking water supply
Create a community program that engages residents to increase their awareness of the sources and impacts of urban runoff pollution, in order to develop a community action plan that includes recommendations for water quality improvement activities.	• Educational materials produced that communicate impacts of urban runoff pollution on water quality conditions • Number of workshops/meetings where information is shared • Number of participants at such workshops/meetings • Community recommendations for local leaders on measures to take to protect or improve water quality related to urban runoff pollution	• Increased knowledge of water quality conditions by community • Increased knowledge of water quality data by local officials so they can implement recommendations to improve water quality • Reduced urban runoff pollution into waterbody and improved water quality • Implementation of community recommendations by local officials

COMMUNITIES AND WATER QUALITY DATA		
Project Example	**Output Examples**	**Outcome Examples**
Conduct a neighborhood stream walk program to expand awareness on urban runoff pollution and its impact on water quality conditions, and identify priority areas for improvement.	• Report and map created that identifies areas of eroding stream banks, flood-prone areas, and other areas of poor water quality conditions • Neighborhood recommendations to local officials on where to focus efforts to address impairments • Tip sheet on what residents can do to help reduce urban runoff pollution and improve local water quality	• Increased understanding by the community of the water quality conditions of their local urban waterway • Increased knowledge to improve areas that are prone to flooding that may cause land or property damage • Increased appreciation of the local waterway • Increased stream bank protection measures to improve water quality • Reduced pollution into waterbody
Evaluate and/or gather water quality data with a small focus group of the community (e.g., youth, homeowners, faith-based, etc.) to determine concerns and develop an outreach plan to educate the rest of the community in watershed.	• List of members in focus group, reflecting diverse community representation • Results of the water quality data evaluation • Outreach plan created (e.g., stream walks, community events, outreach materials, etc.)	• Increased understanding of gathering and/or evaluating water quality data • Increased ownership and stewardship by community of their local waterway, • Increased and diversified methods of educating the community on the impacts of urban water runoff and encouraging further community discussions on potential water quality improvement activities

COMMUNITIES AND WATER QUALITY DATA		
Project Example	**Output Examples**	**Outcome Examples**
Engage the community in learning about and evaluating the local source water protection assessment and facilitate discussion on how they can help protect their community's drinking water source.	• Number of community members engaged • Updates to the assessment • Prioritized list of community actions • Prioritized list of recommendations for local officials • Development of a Source Water Protection Plan • Additional water quality data gathered, if relevant	• Increased education, engagement, and empowerment of local communities, including underserved communities regarding "green" actions to take to protect urban waters that eventually flow into community drinking water source • Increased zoning requirements to ensure that potential sources of water quality pollution are not located near water supplies or waterbodies that flow into them • Increased understanding that waterbodies in urban areas are connected to potential or active drinking water sources and how everybody plays a role in water protection (e.g., city, residents, businesses, etc.) • Increased knowledge and consideration of water protection methods that also affect the bottom line of cost to treat drinking water

COMMUNITIES AND WATER QUALITY DATA		
Project Example	**Output Examples**	**Outcome Examples**
Engage the community with city planners to assess community needs and discuss updated data on point and nonpoint sources of contamination into the local urban waterbody. This assessment would be used to revise the city's master plan to improve protection of drinking water supplies and urban waters that flow into them.	• Number of participants at public engagement activities • Results of community needs assessment & discussion of updated data • Updated master plan that reflects community input • List of actions community members can take to reduce their contribution to contamination of the local waterbody (i.e., water protection action plan)	• Increased city's actions on water quality protection based on updated master plan • Increased awareness about the city planning process and strategic actions to protect source water • Increased sense of ownership over city planning and design • Increased understanding of point and nonpoint sources of contamination that impact the local waterbody and identifies actions community members can take to reduce contamination sources

Budget Sample

Budget Detail Narrative. As discussed in Section IV.D.3 of the RFP, this section of the proposal is a detailed description of the budget found in the SF-424A, and must include a detailed discussion of how EPA funds will be used. Applicants must **itemize** costs related to personnel, fringe benefits, travel, equipment, supplies, contractual costs, other direct costs, indirect costs, and total costs.

The Budget Detail Narrative portion of the proposal must include a detailed description of how the applicant will obtain the required minimum non-federal cost share/match of $4,000 and how the cost share/match funding will be used. All cost share/match included in the Budget Detail Narrative must also be included on the SF 424 and SF 424A. Please see Section III.B if this RFP for more detailed information on cost share/match.

Applicants should use the following instructions, budget object class descriptions, and example table to complete the Budget Detail Narrative section of the proposal.

- **Personnel - List all staff positions by title. Give annual salary, percentage of time assigned to the project, and total cost for the budget period.** This category includes only direct costs for the salaries of those individuals who will perform work directly for the project (generally, paid employees of the applicant organization). If the applicant organization is including staff time (in-kind services) as part of the cost share/match, this should be included as Personnel costs. Personnel costs do not include: (1) costs for services of consultants, contractors, consortia members, or other partner organizations, which are included in the "Contractual" category; (2) costs for employees of subrecipients under subawards, which are included in the "Other" category; or (3) effort that is nor directly in support of the proposed project, which may be covered by the organization's negotiated indirect cost rate. The budget detail must identify the personnel category type by Full Time Equivalent (FTE), including percentage of FTE for part-time employees, number of personnel proposed for each category, and the estimated funding amounts.

- **Fringe Benefits - Identify the percentage used, the basis for its computation, and the types of benefits included**. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to the cost of leave, employee insurance, pensions and unemployment benefit plans.

- **Travel - Specify the mileage, per diem, estimated number of trips in-State and out-of-State, number of travelers, and other costs for each type of travel.** Travel may be integral to the purpose of the proposed project (e.g., inspections) or related to proposed project activities (e.g., attendance at meetings). Travel costs do not include: (1) costs for travel of consultants, contractors, consortia members, or other partner organizations, which are included in the "Contractual" category; (2) travel costs for employees of subrecipients under subawards, which are included in the "Other" category.

- **Equipment - Identify each item to be purchased which has an estimated acquisition cost of $5,000 or more per unit and a useful life of more than one year.** Equipment also includes accessories necessary to make the equipment operational. Equipment does not include: (1) equipment planned to be leased/rented, including lease/purchase agreement; or (2) equipment service or maintenance contracts. These types of proposed costs should be included in the "Other" category.

Items with a unit cost of less than $5,000 should be categorized as supplies, pursuant to 2 CFR Part 200. The budget detail must include an itemized listing of all equipment proposed under the project.

- **Supplies - "Supplies" means all tangible personal property other than "equipment".** The budget detail should identify categories of supplies to be procured (e.g., laboratory supplies or office supplies). Non-tangible goods and services associated with supplies, such as printing service, photocopy services, and rental costs should be included in the "Other" category.

- **Contractual - Identify each proposed contract and specify its purpose and estimated cost.** Contractual/consultant services are those services to be carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. Leased or rented goods (equipment or supplies) should be included in the "Other" category. The applicant should list the proposed contract activities along with a brief description of the scope of work or services to be provided, proposed duration, and proposed procurement method (competitive or non-competitive), if known.

- **Other - List each item in sufficient detail for EPA to determine the reasonableness and allowability of its cost.** This category should include only those types of direct costs that do not fit in any of the other budget categories. Examples of costs that may be in this category are: insurance, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying, rebates, and subaward costs. Subawards (e.g., subawards) are a distinct type of cost under this category. The term "subaward" means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient. This term does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category. Applicants must provide the aggregate amount they propose to issue as subaward work and a description of the types of activities to be supported.

- **Indirect Charges - If indirect charges are budgeted, indicate the approved rate and base.** Indirect costs are those incurred by the grantee for a common or joint purpose that benefit more than one cost objective or project, and are not readily assignable to specific cost objectives or projects as a direct cost. In order for indirect costs to be allowable, the applicant must have a federal or state negotiated indirect cost rate (e.g., fixed, predetermined, final or provisional), or must have submitted a proposal to the cognizant Federal or State agency. Examples of Indirect Cost Rate calculations are shown below:
    - Personnel (Indirect Rate x Personnel = Indirect Costs)
    - Personnel and Fringe (Indirect Rate x Personnel & Fringe = Indirect Costs)
    - Total Direct Costs (Indirect Rate x Total direct costs = Indirect Costs)
    - Direct Costs minus distorting or other factors such as contracts and equipment
      (Indirect Rate x (total direct cost – distorting factors) = Indirect Costs)

Example Budget Table

	EPA Funding	Cost Share/Match
Personnel		
(1) Project Manager @ $40/hr x 2 hrs/week x 42 wks		$3,360

(1) Project Staff @ $25/hr x 40 hrs/week x 42 wks	$42,000	
TOTAL PERSONNEL	$42,000	$3,360
Fringe Benefits		
20% of Salary and Wages	20% ($42,000)	20% ($3,360)
- Retirement, Health Benefits, FICA, SUI	$8,400	$672
TOTAL FRINGE BENEFITS	$ 8,400	$672
Travel		
Travel for Project Manager and staff: 200 mi/mo @ $0.575/mi x 12 mos.	$1,380	
TOTAL TRAVEL	$1,380	
Equipment		
TOTAL EQUIPMENT	$0	
Supplies		
Office and related supplies to support training	$862	
TOTAL SUPPLIES	$862	
Contractual		
Support Services Contract	$3,158	
TOTAL CONTRACTUAL	$3,158	
Other		
TOTAL OTHER	$0	
Indirect Charges		
Federal Negotiated Indirect Cost Rate = 10% (Indirect Rate x Personnel = Indirect Costs)	$4,200	
TOTAL INDIRECT	$4,200	
TOTAL FUNDING	(fed) $60,000	(non-fed) $4,032
TOTAL PROJECT COST (federal and non-federal)	$64,032	

Note on Management Fees: When formulating budgets for proposals, applicants must not include management fees or similar charges in excess of the direct costs and indirect costs at the rate approved by the applicant's cognizant Federal audit agency, or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges cannot be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the work plan**.**

Appendix C

Resources

- 2010 Census Urban and Rural Classification and Urban Area Criteria: https://www.census.gov/geo/reference/ua/urban-rural-2010.html (Not an EPA site)
- Environmental Justice: http://www.epa.gov/environmentaljustice/
- FY 2014 – 2018 EPA Strategic Plan: http://www2.epa.gov/planandbudget/strategicplan
- Green Infrastructure: http://water.epa.gov/infrastructure/greeninfrastructure/index.cfm
- Making a Visible Difference in Communities: http://www2.epa.gov/smart-growth/making-visible-difference-communities
- Managing Polluted Runoff: http://water.epa.gov/polwaste/nps/urban.cfm
- Source Water Collaborative Guide for Land Use Planners: http://sourcewatercollaborative.org/guide-for-land-use-planners/ (Not an EPA site)
- Source Water Protection: http://water.epa.gov/infrastructure/drinkingwater/sourcewater/protection/
- Stormwater: http://water.epa.gov/polwaste/npdes/stormwater/index.cfm
- Urban Waters Federal Partnership: http://www.urbanwaters.gov/
- Urban Waters Learning Network: http://www.urbanwaterslearningnetwork.org/ (Not an EPA site)
- Urban Waters Program: http://www2.epa.gov/urbanwaters
- Urban Waters Small Grants: http://www2.epa.gov/urbanwaters/urban-waters-small-grants

City of Newburgh
Recommended
2015 BAN Funding

2015 BAN REQUEST (3(Multiple Items)

Fund	Health and Safety Mandates	Category I	Location	Description of Capital Request	SEQR Description	FY2015	FY2016	FY2017	Recommended 2015 BAN Funding
General Fund	**Yes**	Infrastructure	**Lake Drive/Walsh Rd**	TIP 20% Matching Funds for Lake Drive Bridge (BIN#2223630) & Walsh Road Bridge (BIN#2223620) - Design of Rehabilitation & Construction	Unlisted Actions (Short Form Completed) Projects partially funded by Federal money and subject to NEPA		$ 370,000	$ 300,000	**$ 670,000**
			Mill Street	Mill Street Bridge over Quassaick (BIN#2223610) - Design and Repair of Scoured Footing Condition	Type-II 617.5(c)(1)	$ 200,000	$ -	$ -	**$ 200,000**
			Muchattoes Lake	Muchattoes Lake Dam - Hazard Assessment, Emergency Action Plan & Engineering Assessment	Type-II 617.5(c)(1) & 617.5(c)(21)	$ 100,000	$ 100,000	$ 500,000	**$ 700,000**
		Infrastructure Total				$ 300,000	$ 470,000	$ 800,000	**$ 1,570,000**
		Remediation (ERP)	**Mid Broadway Site**	Mid-Broadway Contaminated Site Remediation	Unlisted Action (Short Form Completed)	$ 30,000	$ 100,000	$ -	**$ 130,000**
	Remediation (ERP) Total					$ 30,000	$ 100,000	$ -	**$ 130,000**
	No	Demolition	**Various**	Demolition of unsafe deficient structures throughout City	Type-I (Properties located within Historic District)		$ 500,000		**$ 500,000**
		Demolition Total					$ 500,000		**$ 500,000**
		Vehicle	**Other**				$ 160,000		**$ 160,000**
		Vehicle Total					$ 160,000		**$ 160,000**
General Fund Total						**$ 330,000**	**$ 1,230,000**	**$ 800,000**	**$ 2,360,000**
Water Fund	**Yes**	Infrastructure	**Brown's Pond**	Browns Pond-Silver Stream Dam - Headwall & Spillway Repairs	Type-II 617.5(c)(2)	$ -	$ 50,000	$ 300,000	**$ 350,000**
			Washington Lake	Washington Lake Dam - Low Level Drain	Type-II 617.5(c)(2)	$ -	$ 75,000	$ 625,000	**$ 700,000**
				Washington Lake Dam - Slope Stability Analysis & Soil Borings	Type-II 617.5(c)(21)	$ 30,000	$ -	$ -	**$ 30,000**
				Washington Lake Dam - Spillway Design & Reconstruction	Type-II 617.5(c)(2)	$ -	$ 100,000	$ 1,200,000	**$ 1,300,000**
				Washington Lake Dam - Survey & Infill low/wet area along Old Little Britain Road	Type-II 617.5(c)(2)	$ 15,000	$ 25,000	$ -	**$ 40,000**
				Washington Lake Gatehouse - Material Testing , Dive Inspection, & Remediation	Type-II 617.5(c)(2)	$ 40,000	$ 300,000	$ -	**$ 340,000**
		Infrastructure Total				$ 85,000	$ 550,000	$ 2,125,000	**$ 2,760,000**
		Equipment	**Water Plant**	Water Filtration Plant - Chemical Bulk Storage Upgrades	Type-II 617.5(c)(2)	$ 25,000	$ 100,000	$ -	**$ 125,000**
		Equipment Total				$ 25,000	$ 100,000	$ -	**$ 125,000**
	No	Demolition	**Brown's Pond**	Demolition of Brown's Pond House (Mt. Airy Road)	Type-II 617.5(c)(9)		$ 150,000		**$ 150,000**
		Demolition Total					$ 150,000		**$ 150,000**
Water Fund Total						**$ 110,000**	**$ 800,000**	**$ 2,125,000**	**$ 3,035,000**
Sewer Fund	**Yes**	Infrastructure	**LTCP**	Regulator#2 Upgrades (LTCP)	Type-II 617.5(c)(1)	$ -	$ 75,000	$ 125,000	**$ 200,000**
				South Water Street Separation & Pump Station Project (LTCP)	Type-II 617.5(c)(11)	$ -	$ 1,800,000	$ -	**$ 1,800,000**
			CSX Tracks/Nicoll	Reconstruction of Combined Sewer Outfall Pipe#12 (CSO#12) under CSX	Type-II 617.5(c)(1)	$ 275,000	$ -	$ -	**$ 275,000**
		Infrastructure Total				$ 275,000	$ 1,875,000	$ 125,000	**$ 2,275,000**
		Equipment	**LTCP**	Asset Management - Sewer Camera & Related Hardware (LTCP)	Type-II 617.5(c)(25)		$ 350,000		**$ 350,000**
		Equipment Total					$ 350,000		**$ 350,000**
Sewer Fund Total						**$ 275,000**	**$ 2,225,000**	**$ 125,000**	**$ 2,625,000**
Grand Total						**$ 715,000**	**$ 4,255,000**	**$ 3,050,000**	**$ 8,020,000**

RESOLUTION NO.: 269 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR CERTAIN 2015 CAPITAL PLAN PROJECTS, DECLARING THE PROJECTS TO BE TYPE II ACTIONS, FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS

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, as follows:

1. The design and repair of the scoured footing condition of the Mill Street Bridge over the Quassaick Creek;
2. Preparation of a hazard assessment, emergency action plan, engineering assessment and design and construction of remediation measures necessary at the Muchattoes Lake Dam as necessary for compliance with Dam Safety Regulations;
3. Design and construction of headwall and spillway repairs to the Brown's Pond-Silver Stream Dam;
4. Design and construction of a low level drain, slope stability analysis and soil borings, spillway design and reconstruction and survey and infill of low/wet areas along Old Little Britain Road to the Washington Lake Dam;
5. Material testing, dive inspection and remediation of the Washington Lake Gatehouse;
6. Construction of chemical bulk storage upgrades to the Water Filtration Plant;
7. Demolition of Brown's Pond house;
8. Design and construction of upgrades to CSO Regulator No. 2;
9. Construction of the South Water Street separation and pump station sewer extension;
10. Reconstruction of combined sewer outfall pipe no. 12; and
11. Purchase of sewer camera and related appurtenances; and

WHEREAS, the City of Newburgh intends to adopt a bond resolution necessary to finance these capital improvement projects; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to certain capital improvement projects; and

WHEREAS, under Section 6.15(c) of the SEQRA Regulations, the capital improvement projects listed below are defined as a Type II Action, and therefore, the Project is classified as a categorical exclusion to SEQRA, as follows:

1. The design and repair of the scoured footing condition of the Mill Street Bridge over the Quassaick Creek constitutes a maintenance and repair involving no substantial changes in the existing structure under Section 6.15(c)(1) of the SEQRA Regulations;
2. Preparation of a hazard assessment, emergency action plan, engineering assessment and design and construction of upgrades to the Muchattoes Lake Dam constitute maintenance and repair involving no substantial changes in the existing structure and includes a concurrent engineering study that does not commit the City to commence further action under Sections 6.15(c)(1) and 6.15(c)(21) of the SEQRA Regulations;
3. Headwall and spillway repairs to the Brown's Pond-Silver Stream Dam constitute the replacement, rehabilitation or reconstruction of a facility in kind at the same site under Section 6.15(c)(2) of the SEQRA Regulations;
4. Low level drain construction, slope stability analysis and soil borings, spillway design and reconstruction and survey and the infill of low/wet areas along Old Little Britain Road adjacent to the Washington Lake Dam constitutes the replacement, rehabilitation or reconstruction of a facility in kind at the same site and includes a concurrent engineering study that does not commit the City to commence further action under Sections 6.15(c)(2) and 6.15(c)(21) of the SEQRA Regulations;
5. Construction of chemical bulk storage upgrades to the Water Filtration Plant constitute the replacement, rehabilitation or reconstruction of a facility in kind at the same site under Section 6.15(c)(2) of the SEQRA Regulations;
6. Demolition of Brown's Pond house includes an official act of a ministerial nature involving no exercise of discretion where the issuance of a building permit is predicated solely on the compliance with location building code under Section 6.15(c)(19) of the SEQRA regulations;
7. Upgrades to CSO Regulator No. 2 constitute a maintenance and repair involving no substantial changes in the existing structure under Section 6.15(c)(1) of the SEQRA Regulations;
8. Construction of the South Water Street separation and pump station sewer extension constitutes the extension of utility distribution facility, specifically sewer connections, to render service in approved subdivisions or in connection with any other Type II action under Section 6.15(c)(11) of the SEQRA Regulations;
9. Reconstruction of combined sewer outfall pipe no. 12 constitutes a maintenance and repair involving no substantial changes in the existing structure under Section 6.15(c)(1) of the SEQRA Regulations; and
10. Purchase of sewer camera and related appurtenances constitutes a purchase of equipment which is not land, radioactive material, pesticides, herbicides or other hazardous material under Section 6.15(c)(25) of the SEQRA Regulations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the capital improvement projects listed in this resolution constitute "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the capital improvement projects listed in this resolution.

RESOLUTION NO.: 270 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR THE LAKE DRIVE CULVERT REPLACEMENT PROJECT AND WALSH ROAD BRIDGE REPAIR PROJECT, DECLARING THE PROJECTS TO BE UNLISTED ACTIONS, ADOPTING PART I AND PART II OF THE ENVIRONMENTAL ASSESSMENT FORMS 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 Lake Drive Culvert Replacement Project and the Walsh Road Bridge Repair Project (collectively referred to as the "Projects"); and

WHEREAS, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh wishes to assume Lead Agency status, declare the actions to be unlisted actions, approve and adopt Part I and Part II of the Short Environmental Assessment Forms and find that the Projects will not have any significant adverse environmental impacts; and issue a negative declaration;

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 as the Lead Agency for the environmental review of the actions pursuant to 6 NYCRR 617.6; and

2. Classifies the actions as unlisted actions; and

3. Adopts Part I and Part II of the Short Environmental Assessment Forms; and

4. Issues a Negative Declaration with respect to the Projects; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the Projects listed in this resolution.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information

Name of Action or Project:
Walsh Road Bridge Rehabilitation

Project Location (describe, and attach a location map):
Walsh Road over the Quassiack Creek along the City of Newburgh/Town of New Windsor Municipal Boundary, 41°29'33.5"N 74°01'41.9"W.

Brief Description of Proposed Action:
The condition of the existing span is significantly degraded and has been red flagged by the NYSDOT. This structurally deficient bridge is regularly monitored by the City, and will be closed to traffic soon. The Proposed Action will rehabilitate the deficiencies of the bridge structure.

Name of Applicant or Sponsor:	Telephone: (845) 569-7447
City of Newburgh	E-Mail: jmorris@cityofnewurgh-ny.gov

Address:
83 Broadway

City/PO:	State:	Zip Code:
Newburgh	New York	12550

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYSDEC - Protection of Waters Permit, Section 401 Water Quality Permit; ACOE - Nationwide Permit 14 and 27	☐	☑

3.a. Total acreage of the site of the proposed action? N/A acres
b. Total acreage to be physically disturbed? 0.08 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.70 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☐ Residential (suburban)
☑ Forest ☐ Agriculture ☑ Aquatic ☐ Other (specify): _____
☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☑	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☑	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☑	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☑	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
b. Is the proposed action located in an archeological sensitive area?	☑	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Quassiack Creek, < 0.10 acres	☐	☑

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☑ Early mid-successional

☑ Wetland ☑ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100 year flood plain?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☑ NO ☐ YES	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☑ YES The conditions post-construction will mimic pre-construction conditions. Stormwater will be conveyed to existing storm drains and discharge to the Quassiack Creek.		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	☐	☑

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Michael G. Ciaravino Date: _____

Signature: _____

EAF Mapper Summary Report

Wednesday, October 14, 2015 11:37 AM



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.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Agency Use Only [If applicable]

Project:	
Date:	

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	**Moderate to large impact may occur**
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Newburgh City Council	
Name of Lead Agency	Date
Judy Kennedy	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Chad M. Wade, R.L.A.
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO.: 271 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR THE MID-BROADWAY ENVIRONMENTAL REMEDIATION PROJECT, DECLARING THE PROJECT TO BE AN UNLISTED ACTION, ADOPTING PART I AND PART II OF THE 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 Mid-Broadway Environmental Remediation Project (referred to as the "Project"); and

WHEREAS, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh wishes to assume Lead Agency status, declare the action to be an unlisted action, approve and adopt Part I and Part II of the Long Environmental Assessment Form and find that the Project will not have any significant adverse environmental impact; and issue a negative declaration;

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 as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and

2. Classifies the action as an unlisted action; and

3. Adopts Part I and Part II of the Long Environmental Assessment Form; and

4. Issues a Negative Declaration with respect to the Project; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the Project listed in this resolution.

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 1is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Mid-Broadway Site		
Project Location (describe, and attach a general location map): Area of land bounded by the road right-of-ways known as Broadway and Johnston Street and Lander Street, 41°30'02.2"N 74°00'47.3"W		
Brief Description of Proposed Action (include purpose or need): Environmental Remediation in accordance with the conclusions and recommendations made in the Phase II Environmental Site Assessment prepared for the Mid-Broadway Project, dated June 10, 2013 by Ecosystem Strategies, Inc.		
Name of Applicant/Sponsor: City of Newburgh	Telephone: (845) 569-7447 E-Mail: jmorris@cityofnewburgh-ny.gov	
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.	Telephone: (845) 569-7447 E-Mail: jmorris@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 1255
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☐Yes ☑No		
b. City, Town or Village Planning Board or Commission ☐Yes ☑No		
c. City Council, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes ☐No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes ☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑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? ☐Yes ☑No

- **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? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes ☑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?) ☐Yes ☐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? ☐Yes ☑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?

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 Fire Department and Mobile Life Support Services

d. What parks serve the project site?
Downing Park, Delano Hitch Recreation Park, Washington Headquarters

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)? N/A

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☑ No

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

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

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

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

If Yes:

i .What is the purpose of the excavation or dredging? Remediation in accordance with a Phase II Environmental Assessment

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): unknown
- Over what duration of time? 6 months

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

Demolition debris and subsurface soils that have ben identified to contain PAH's, metals, and PCBs. Underground storage tank, leaking drums and petroleum contaminated soils.

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)

Various pieces of heavy equipment, dump trucks and smaller fleet trucks.

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 (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (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:

- Monday - Friday: 7 a.m. to 7 p.m.
- Saturday: 7 a.m. to 7 p.m.
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- 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:

Use of heavy equipment and dump trucks will likely increase noise above ambient levels during construction.

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

Petroleum, PAHs, metals and PCBs

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

Excavation of demolition debris, tanks, drums and contaminated soils left from prior development activities.

iii. Specify amount to be handled or generated 0 tons/month

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

All hazardous materials shall be excavated and removed in accordance with applicalbe NYSDEC regualtions.

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

If Yes: provide name and location of facility: _____

Facility will be at the discretion of the licensed contractor contracted to conduct the remediation work.

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 Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.84	0.84	0.00
• 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: turf, overgrown weeds	0.99	0.99	0.00

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:

Newburgh Ministry

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): 0408302, 0411685, 1300608, 1300610

☐ 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): 546031 , 336042 , 336055

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

According to the Spill Incidents database all the records have been closed. According to the Environmental Site Remediation database 546031 in not within 2000 feet, 336042 has ongoing monitoring and coal tar removal, and 336055 has completed its remediation at the site.

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 1.67 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	33.9 %
Urban Land	66.1 %
	%

d. What is the average depth to the water table on the project site? Average: 1.54 feet

e. Drainage status of project site soils:

☑	Well Drained:	66.1 % of site
☑	Moderately Well Drained:	33.9 % of site
☐	Poorly Drained	% of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	100 % of site
☐	10-15%:	% 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 _____ Classification _____
- 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: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
squirrels
birds

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐ No

The site is within a typical check zone of know locations of list plants and animals. The existing site is typical to urban habitat and none is identified for any species listed on federal and stat listings.

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

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

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

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

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

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

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

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: East End Historic District, New York State Armory

iii. 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? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Hudson River Greenway and Hudson River Greenway Water Trail

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):

iii. Distance between project and resource: 0.38 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ 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.

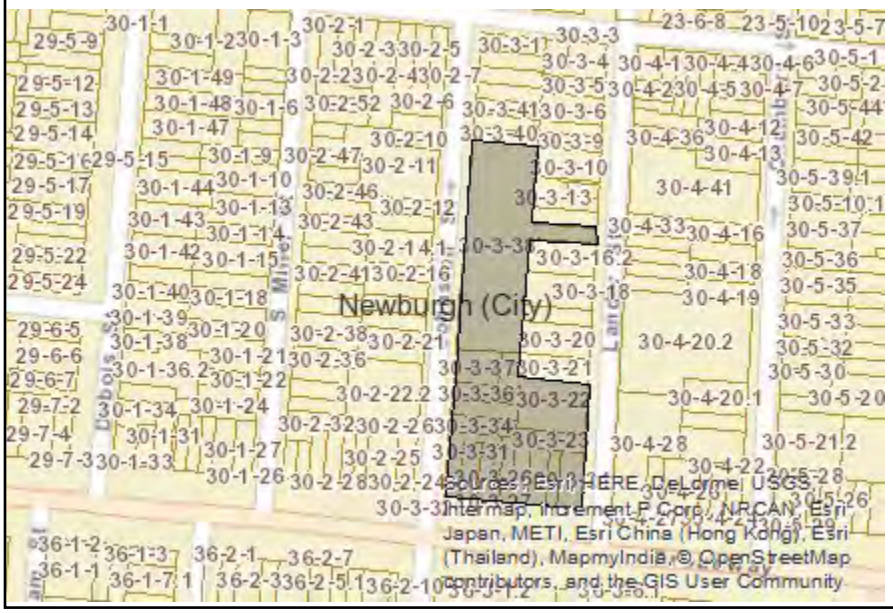
Applicant/Sponsor Name Michael G. Ciaravino Date

Signature Title City Manager

PRINT FORM

EAF Mapper Summary Report

Wednesday, October 14, 2015 12:50 PM



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]	546031 , 336042 , 336055
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]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
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, New York State Armory
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Agency Use Only [If applicable]

Project:	
Date:	

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	**Moderate to large impact may occur**
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Newburgh City Council	
Name of Lead Agency	Date
Judy Kennedy	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Chad M. Wade, R.L.A.
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO.: 272 - 2015

OF

OCTOBER 26, 2015

**RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $16,500.00 FROM SEWER CONTIGENCY
TO ENGINEERING - OTHER SERVICES
TO FUND COSTS RELATED TO THE TEMPORARY SEWAGE
HOLDING TANK AT 27 SOUTH WATER STREET, THE PREPARATION
OF A DMR VIOLATION ANALYSIS AT THE WASTE WATER TREATMENT PLANT
AND CLEANING AND CCTV OF A SECTION OF THE NORTH
INTERCEPTOR SEWER**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
G.1900.1990	Sewer Contingency	$16,500.00	
G.1440.0448	Engineering Other Services		$16,500.00
	TOTALS:	$16,500.00	$16,500.00

RESOLUTION NO.: 273 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED LICENSE AGREEMENT WITH THE NEWBURGH PRESERVATION ASSOCIATION TO ALLOW CONTINUED ACCESS TO OLD TOWN CEMETERY FOR THE PURPOSE OF MAKING IMPROVEMENTS

WHEREAS, The City of Newburgh owns certain property located at 215 Grand Street, Newburgh, NY, more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh, also known as Old Town Cemetery; and

WHEREAS, by Resolution No. 154-2015 of July 13, 2015, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of repairs, maintenance and improvements to the Old Town Cemetery in connection with a Veterans Day Project and to conduct educational tours for the students attending public or private schools within the City of Newburgh at no cost to the City; and

WHEREAS, by its terms, the license agreement will terminate on November 11, 2015 and The Newburgh Preservation Association has advised that they will continue to perform maintenance and repair work beyond November 11, 2015 and the City Council of the City of Newburgh finds that permitting continued access for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amended license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of continuing repairs, maintenance and improvements to the Old Town Cemetery.

AMENDED LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and THE NEWBURGH PRESERVATION ASSOCIATION, INC., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, New York 12551 as "LICENSEE";

WITNESSETH THAT:

Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents, volunteers and contractors known as Old Town Cemetery, 215 Grand Street, Newburgh, NY, and more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents, volunteers and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at Old Town Cemetery, 215 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform maintenance, repairs and make improvements to property owned by Licensor and used as and for a cemetery and memorial to the original eighteenth and nineteenth century colonial settlers; to maintain, repair and enhance said property, including but not limited to venting and capping the Robinson Mausoleum, restoring the fencing and original cemetery sign, landscaping and any and all other work appurtenant thereto; and to conduct educational tours for the students attending public or private schools within the City of Newburgh.

Second: Licensee shall install, repair and maintain said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor.

Third: Licensee agrees to do such work and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Fourth: Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Fifth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Sixth: This Agreement and the license or privilege hereby given shall expire and terminate on December 31, 2015 upon the completion of the work by Licensee and its agents, volunteers, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Seventh: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said improvements shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on maps or plans hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No. -2015

NEWBURGH PRESERVATION ASSOCIATION

LICENSEE

By: _____
Executive Officer

Approved as to Form:

_____ _____
MICHELLE KELSON DATE
Corporation Counsel
Per Res. No. _____

_____ _____
JOHN J. ABER DATE
City Comptroller
Per Res. No. _____

RESOLUTION NO.: ___274_____ - 2015

OF

OCTOBER 26, 2015

A RESOLUTION AMENDING RESOLUTION NO.: 228-2015 OF SEPTEMBER 14, 2015 TO PROVIDE FOR AN EXTENSION OF TIME TO SETTLE LITIGATION REGARDING THE IN REM TAX FORECLOSURE OF LIENS FOR THE YEAR 2013 RELATIVE TO 254 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 34), 258 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 48) AND 256 WASHINGTON STREET (SECTION 35, BLOCK 3, LOT 49)

WHEREAS, this Council, by Resolution No.: 228-2015 of September 14, 2015, authorized the settlement of litigation regarding the In Rem Tax Foreclosure of liens for the year 2013 relative to 254 Washington Street (Section 35, Block 3, Lot 34), 258 Washington Street (Section 35, Block 3, Lot 48) and 256 Washington Street (Section 35, Block 3, Lot 49); and

WHEREAS, Resolution No.: 228-2015 provided that funds be remitted on or before September 30, 2015 to settle such litigation; and

WHEREAS, the owner is in the process of selling the properties, and due to unforeseen circumstances a closing was unable to take place prior to September 30, 2015; and

WHEREAS, the owner of the property, by his attorney, has requested additional time to settle; and

WHEREAS, this Council has determined that granting such extension is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the lien on the properties located at 254 Washington Street (Section 35, Block 3, Lot 34), 258 Washington Street (Section 35, Block 3, Lot 48) and 256 Washington Street (Section 35, Block 3, Lot 49), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Four Thousand Four Hundred Thirteen and 39/100 ($4,413.39) Dollars representing the past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before November 30, 2015.

RESOLUTION NO.: 275 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 2 LIBERTY STREET (SECTION 46, BLOCK 1, LOT 18) AT PRIVATE SALE TO JOHN BONHOMME FOR THE AMOUNT OF $2,000.00

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 2 Liberty Street, being more accurately described as Section 46, Block 1, Lot 18 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before December 28, 2015 being sixty (60) days from the date of this resolution; and

Property Address	Section, Block, Lot	Purchaser	Purchase Price
2 Liberty Street	46 – 1 – 18	John Bonhomme	$2,000.00

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
2 Liberty Street, City of Newburgh (46-1-18)

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 taxes for the tax years of 2015 County Tax and 2014-2015 School Taxes, 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015 County Taxes and 2014-2015 School Taxes, 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the 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.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 28, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price 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.: 276 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COLBY KENNELS TO PROVIDE FOR BOARDING SERVICES FOR DOGS IN THE CUSTODY OF THE CITY OF NEWBURGH

WHEREAS, as mandated by the Agriculture & Markets Law of New York State, the Animal Control Unit must have caregivers for the dogs taken into the custody of the City of Newburgh; and

WHEREAS, Colby Kennels has submitted a revised proposal to provide boarding services such as clean housing, feeding and rehabilitation of dogs in the custody of the City of Newburgh; and

WHEREAS, this Council has reviewed the revised proposed agreement with Colby Kennels and has determined that entering into the same would be in the best interests of the City of Newburgh, its citizens and the animals alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, with Colby Kennels to provide boarding services for the dogs in the custody of the City of Newburgh.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2015, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **COLBY KENNELS,** a firm with principal offices at _____, New York 12550 hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of October 1, 2015, and ending September 30, 2016. This contract may be renewed by the City for each of five (5) successive one-year terms.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or

any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies that the prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and that no attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. NON-EXCLUSIVITY, ASSIGNMENT AND SUBCONTRACTING

The parties recognize and agree that VENDOR is providing specialized professional services to assist CITY in performing its obligations under the Agricultural & Markets Law and other state and local laws, rules and regulations; and that VENDOR will provide its services in accordance with same. The parties agree that this agreement in non-exclusive, and that CITY shall be entitled to secure the same services and/or goods from another

vendor as provided by VENDOR hereunder at any time including during the term of this Agreement.

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage of a minimum of $2,000,000 per occurrence, naming the City as additional insured, and other insurance with stated minimum coverages, as required by law: Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under commercially-available policies of insurance.

If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may, by written notice to the other effective ninety (90) days after mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of a party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 22. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK}

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	COLBY KENNELS
BY: _____	BY: _____
Michael G. Ciaravino, City Manager Per Resolution No. -2015	Title:
DATE: _____	DATE: _____

APPROVED:

_____
JOHN J. ABER,
CITY COMPTROLLER

_____
MICHELLE KELSON,
CORPORATION COUNSEL

SCHEDULE A

SCOPE OF SERVICES / FEES & EXPENSES

COLBY KENNELS shall receive from and take temporary custody of dogs brought to the kennel by the CITY OF NEWBURGH ANIMAL CONTROL officer, or by any police officer or other authorized officer, official, agent or employee of the City of Newburgh. Colby Kennels shall provide shelter, food, treatment and care, and shall otherwise serve the needs of all such dogs as shall be required by the Agriculture and Markets Law of the State of New York, and by the laws, rules, regulations and policies of the City of Newburgh and its officials and officers in connection therewith.

1. All dogs MUST be vaccinated for Rabies, DHLLP and Bordetella and arrive at the kennel with the appropriate records. Colby Kennels will NOT accept a dog from the City of Newburgh without the proper vaccination paper work. EXCEPTION – RABIES QUARANTINE dogs do not need vaccinations.

2. All dogs must be brought to and picked up during Colby Kennels office hours:
   Monday thru Friday 8 a.m. to 12:30 p.m. and 4 p.m. to 5:30 p.m.
   Saturday 8 a.m. to 12:30 p.m.
   The office is closed Saturday afternoons, Sundays and major holidays.

3. No police officer or other authorized officer, official, agent or employee of the City of Newburgh is to disclose to anyone inquiring about a dog that it is at Colby Kennels, except as required by law. Anyone inquiring about the whereabouts of a dog or getting a dog back MUST go through the City of Newburgh Animal Control Officer or the Police Department Administrative Lieutenant.

4. The City of Newburgh Animal Control Officer; no other person or entity; shall be responsible for determining whether each such dog is suitable for adoption and shall be responsible for the tasks associated with the adoption of such dogs.

5. No more than six (6) dogs may be left in the custody of Colby Kennels at any one time without the consent of Colby Kennels manager, Mabel Finley and/or Linda Jobson.

6. For each such dog which shall not have been spayed or neutered and are at Colby Kennels for seven (7) days must be picked up by the City of Newburgh to have procedure done at the City of Newburgh's expense and then can be returned to Colby Kennels.

For each dog brought to or caused to be placed in the physical custody of Colby Kennels by the City of Newburgh, Colby Kennels shall be paid a one-time fee as follows:

A. For each such dog determined to be suitable for adoption, the fee will be Three Hundred Fifty ($350.00) Dollars for fourteen (14) day hold.

B. For each such dog determined to be unsuitable for adoption, the fee will be One Hundred Twenty-Five ($125.00) Dollars for five (5) day hold and Twenty-Five ($25.00) Dollars per day until the dog is removed.

C. For each such dog required to be held for rabies quarantine, the fee shall be Two Hundred Fifty ($250.00) Dollars for ten (10) day hold and Twenty-Five ($25.00) Dollars per day until the dog is removed.

D. For each such dog determined to be suitable for adoption and that remains at Colby Kennels past the fourteen (14) day hold period the fee will be Fifteen ($15.00) Dollars per day.

RESOLUTION NO.: 277 - 2015

OF

OCTOBER 26, 2015

A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT PROPERTIES FOR THE YEAR 2017

BE IT RESOLVED, by the Council of The City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to request a real property tax exemption from real property taxes to be levied by the County of Orange on all of the City's reservoir and filter plant properties, and the buildings and improvements thereon, and to be constructed thereon in the Town of Newburgh and the Town of New Windsor, pursuant to the provisions of Section 406, subdivision 3, of the Real Property Tax Law of the State of New York.

The requested exemption would include exemption from all taxation, special ad valorum levies and special assessments through December 31, 2017, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

OWNER	MUNICIPALITY	TAX PARCEL NO.
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute an Agreement, a copy of which is annexed hereto, with the County of Orange to effectuate such exemption.

AGREEMENT, made this ____ day of _____, 201____ by and between

THE CITY OF NEWBURGH, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at City Hall, 83 Broadway, in the City of Newburgh, County of Orange, State of New York; and

THE COUNTY OF ORANGE, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at the Orange County Government Center, Main Street in the Village of Goshen, County of Orange and State of New York,

WHEREAS, the City of Newburgh is the owner of several parcels of real property located in the Towns of Newburgh and New Windsor, Orange County, New York and designated on the official tax map of said towns as set forth in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, The City of Newburgh uses said property for the operation of a water filtration plant and reservoirs exclusively; and

WHEREAS, The County of Orange has in the past, imposed taxes against said parcels of real property; and

WHEREAS, Section 406(3) of the Real Property Tax Law of the State of New York in essence, inter alia, provides that real property owned by a municipality with a population of less than 100,000 people, which property is located without its corporate limits and is used as a reservoir or water filtration plant may be wholly or partially exempt from taxation, special ad valorum levies, and special assessments, provided that the governing board of the taxing authorities so agree in writing; and

WHEREAS, the aforesaid relief from County taxes was requested by said municipality by Resolution Number _____-2015 of October 26, 2015 of The City of Newburgh, New York; and

WHEREAS, the County of Orange was authorized to enter into this agreement by Resolution Number _____ of _____, dated _____, 200___, of the Orange County Legislature, it appearing that such agreement would be in the best interests of the citizens of Orange County,

NOW, THEREFORE, in consideration of the premises and pursuant to Real Property Tax Law, Section 406 (3), it is agreed as follows:

1. The County of Orange, by action of the Legislature thereof, shall wholly exempt the parcels of real property, listed in Schedule "A" annexed hereto, together with the buildings and improvements now existing thereon or hereinafter installed, owned by The City of Newburgh and exclusively used as a water filtration plant and reservoir properties, which properties are located in the Town of Newburgh and Town of New Windsor, County of Orange, State of New York, and which properties are designated by section, block and lot in Schedule "A", annexed hereto on the official tax map of said towns, from all taxation, special ad valorum levies, and special assessments levied by Orange County for the County tax year, January 1, 2017 to December 31, 2017 so long as the subject premises are used for the aforesaid purposes.

2. This agreement shall not be self-renewing and shall not be extended to any County tax year after December 31, 2017, unless the Orange County Legislature specifically renews or extends the same before the applicable taxable status date for any such year.

3. The County of Orange expressly reserves its right to impose, levy and collect with respect to the subject premises, any financial obligation not specifically excluded by the provisions of Real Property Tax Law, Section 406 (3).

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

[SEAL] THE CITY OF NEWBURGH

By:_____
Michael G. Ciaravino,
City Manager
Pursuant to Res. No.: _____ -2015

[SEAL] THE COUNTY OF ORANGE

By:_____
Steven M. Neuhaus,
County Executive

APPROVED AS TO FORM:

_____
MICHELLE KELSON
Corporation Counsel

_____
JOHN J. ABER
City Comptroller

SCHEDULE "A"

OWNER	MUNICIPALITY	TAX PARCEL NO.
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44

RESOLUTION NO.: ____278_____-2015

OF

OCTOBER 26, 2015

A RESOLUTION AUTHORIZING THE EXECUTION OF RELEASES OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO KENNA ENTERPRISES, INC. TO THE PREMISES KNOWN AS 81 LANDER STREET (SECTION 23, BLOCK 3, LOT 17), 193 SOUTH STREET (SECTION 18, BLOCK 2, LOT 41) AND 128 FIRST STREET (SECTION 23, BLOCK 5, LOT 8)

WHEREAS, by deeds dated December 2, 2002 and January 13, 2003, respectively, the City of Newburgh conveyed properties located at 81 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 3, Lot 17, 193 South Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 2, Lot 41, and 128 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 5, Lot 8, to Kenna Enterprises, Inc.; and

WHEREAS, Kenna Enterprises, Inc., has requested a release of the restrictive covenants contained in said deeds; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such releases be granted; 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 releases, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deeds.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 81 Lander Street, Section 23, Block 3, Lot 17, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated December 2, 2002, from the CITY OF NEWBURGH to KENNA ENTERPRISES, INC., recorded in the Orange County Clerk's Office on March 27, 2003, in Liber 11004 of Deeds at Page 0729 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2015

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2015

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

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 193 South Street, Section 18, Block 2, Lot 41, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated January 13, 2003, from the CITY OF NEWBURGH to KENNA ENTERPRISES, INC., recorded in the Orange County Clerk's Office on March 27, 2003, in Liber 11003 of Deeds at Page 1881 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2015

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2015

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

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 128 First Street, Section 23, Block 5, Lot 8, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated January 13, 2003, from the CITY OF NEWBURGH to KENNA ENTERPRISES, INC., recorded in the Orange County Clerk's Office on March 27, 2003, in Liber 11003 of Deeds at Page 1811 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2015

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2015

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

On the _____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

October 26, 2015

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on October 26, 2015, at _____ o'clock P.M. (Prevailing Time).

There were present: Hon. Judy Kennedy, Mayor; and

Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. 279 -2015

OF

OCTOBER 26, 2015

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED OCTOBER 26, 2015, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $6,270,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $6,270,000 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION AND AUTHORIZING THE APPLICATION OF ANY AID RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I, such projects having been determined to be Type II actions for purposes of the State Environmental Quality Review Act ("SEQRA") which will not have a significant impact on the environment and require no further proceedings under SEQRA. The total estimated cost of such projects, including preliminary costs and costs incidental thereto and to the financing thereof, is $6,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed $6,270,000 bonds of the City, and any bond anticipation notes issued in anticipation of the sale of such bonds, to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and notes and the interest thereon as the same shall become due and payable and application of any aid received from the State of New York to be expended towards the cost thereof or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes for the payment of principal and interest on said bonds or notes.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed $6,270,000 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the

authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

"The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged."

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The Sentinel," "The Mid Hudson Times,"* and *"The Hudson Valley Press,"* three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

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Schedule I

2015 Capital Improvement Plan

A	B	C	D	E	F	G
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Period of Probable Usefulness	PPU Section 11.00 a. Reference	Specific or Class of Objects and Purposes	State Aid Expected
Improvements to Mill Street Bridge over Quassaick (B1N#2223610) including design of rehabilitation & construction and repair of scoured footing condition	$ 200,000	$ 200,000	20	10	S	YES
Muchattoes Lake Dam – Hazard Assessment, Emergency Action Plan & Engineering Assessment	700,000	700,000	30	22 (a)	S	
Police Vehicles	160,000	160,000	3	77	C	
Water System Improvements including Browns Pond-Silver Stream Dam - Headwall & Spillway Repairs, Washington Lake Dam -Low Level Drain, Washington Lake Dam -Slope Stability Analysis & Sod Borings, Washington Lake Dam -Spillway Design & Reconstruction, Washington Lake Dam -Survey & Infill low/wet area along Old Little Britain Road, Washington Lake Gatehouse - Material Testing, Dive Inspection, & Remediation, Acquisition of equipment for Water Filtration Plant - Chemical Bulk Storage upgrades	$2,885,000	$2,885,000	40	1	C	
Demolition of Brown's Pond House (Mt. Airy Road)	$ 150,000	$ 150,000	10	12-a	S	
Sewer System improvements including Regulator#2 Upgrades (LTCP) South Water Street Separation & Pump Station Project (LTCP), Reconstruction of Combined Sewer Outfall Pipe #12 (CSO#12) under CSX, Asset Management – Sewer Camera and Related Hardware	$2,625,000	$2,625,000	40	4	C	
Totals:	$6,720,000	$6,720,000				

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on October 26, 2015, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of October, 2015.

(SEAL)

_____
City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH RESOLUTION AFTER ADOPTION)

NOTICE

The resolution published herewith has been adopted on October 26, 2015, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

RESOLUTION NO. 280 -2015

OF

OCTOBER 26, 2015

City of Newburgh
Proclamation

November 23 – 29, 2015

Childhood Cancer Awareness Week in Newburgh

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15 and this tragic disease is detected in nearly 15,000 of our country's young people each and every year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer and many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Memorial Sloan-Kettering Cancer Center in New York City, Morgan Stanley Children's Hospital in New York City, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award presentations, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK, THAT THE CITY OF NEWBURGH HEREBY PROCLAIMS NOVEMBER 23 THROUGH NOVEMBER 29, 2015 CHILDHOOD CANCER AWARENESS WEEK IN THE CITY OF NEWBURGH, NEW YORK.

_____

Judith L. Kennedy, Mayor

_____

Genie Abrams, Councilwoman

_____

Regina Angelo, Councilwoman

_____

Cedric Brown, Councilman

_____

Cindy Holmes, Councilwoman

_____

Gay Lee, Councilwoman

_____

Karen Mejia, Councilwoman