



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*  
December 11, 2017  
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of November 20th and 27, 2017
5. City Manager Update
6. Monthly Financial Report by City Comptroller Katie Mack  
*Reporte Financiero Mensual por la Contralora de la Ciudad Katie Mack.*

Presentations/Presentaciones

7. Proclamation Presenting the "Key to the City of Newburgh, New York" to Lillie Bryant Howard  
*Una Proclamación presentando la "Llave a la Ciudad de Newburgh, Nueva York" a Lillie Bryant Howard.*
8. Special Events Volunteer Certificate of Appreciation  
*Un Certificado de Apreciación para Voluntario de Eventos Especiales.*
9. A Public Hearing will be held at the Monday, Dec. 11, 2017 City Council Meeting to hear public comment concerning the City of Newburgh Restore New York Grant Application to support the Redevelopment of the Dutch Reformed Church and the City Club by Alembic Community Development  
*Se llevara a cabo una audiencia pública el lunes, 1 de diciembre de 2017 en la sesión general del concejal para escuchar comentarios públicos acerca de la solicitud de subvención "Restore New York" para apoyar la Reurbanización de la Iglesia Holandesa Reformada y el Club de la Ciudad por "Alembic Community Development".*

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

de la Ciudad.

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

10. Resolution No. 334 - 2017 - Appointing 2 members to the Human Rights Commission

A Resolution appointing members to the City of Newburgh Human Rights Commission. (Ramona Burton)

*Una resolución preliminar nombrando miembros a la Comisión de Derechos Humanos de la Ciudad de Newburgh. (Ramona Burton)*

11. Resolution No. 335 - 2017 -Conservation Advisory Council appointments

Resolution re-appointing Kippy Boyle, Chuck Thomas, Karen Eberle-McCarthy and Marcel Barrick to the Conservation Advisory Council for two year terms and appointing Alison Filosa to fill the remainder of an unexpired term.

*Una resolución designando nuevamente a Kippy Boyle, Chuck Thomas, Karen Eberle-McCarthy y Marcel Barrick al Concejo Asesor de Conservación por un plazo de dos años y designando a Alison Filosa para terminar el tiempo restante de un término el cual no ha caducado.*

12. Resolution No. 336 - 2017 Proposal for Design Services for Rehabilitation of the Washington Lake Intake Gatehouse

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Weston & Sampson for professional engineering services for the Washington Lake Intake Gatehouse Rehabilitation Project in an amount not to exceed \$14,500.00. (Jason Morris)

*Una resolución aceptando una propuesta y autorizando al Gerente de la Ciudad a ejecutar un contrato con Weston y Sampson para servicios de Ingeniería Profesional para el Proyecto de Rehabilitación de Admisión en la Portería del Lago Washington por un monto que no exceda \$14,500.00. (Jason Morris)*

13. Resolution No. 337 - 2017 - Access agreement with Central Hudson Gas & Electric for Installation of Monitoring Wells

Resolution authorizing the City Manager to execute an Access Agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property in connection with the voluntary cleanup of the Little Britain Road Service Center. (Jason Morris)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo de Acceso con "Central Hudson Gas & Electric Corporation" y sus agentes*

*contratados para permitir el acceso a Propiedades de la Ciudad en conexión con la limpieza voluntaria del Centro de Servicio de "Little Britain Road". (Jason Morris)*

14. Resolution No. 338- 2017 - 2018 Insurance Renewal

Resolution authorizing approval of various insurance policies for the period of January 1, 2018 to December 31, 2018. (Katie Mack)

*Una resolución autorizando la aprobación de varias pólizas de seguro por el periodo de 1 de enero de 2018 a 31 de diciembre de 2018. (Katie Mack)*

15. Resolution No. 339 - 2017 - Cold War Veteran Exemption

Resolution scheduling a public hearing for January 8, 2018 to hear public comment concerning a local law amending Chapter 270 entitled "Taxation" to remove a ten year limitation to the Cold War Veterans Tax Exemption authorized by New York State Real Property Tax Law Section 458-b. (Katie Mack & Michelle Kelson)

*Una resolución programando una audiencia pública para el 8 de enero de 2018 para escuchar comentarios públicos con respecto a una Ley Local enmendando el Capítulo 270 titulado "Impuestos" para quitar una limitación de diez años a la Excepción de Impuestos a los Veteranos de la Guerra Fría autorizado por la Ley de Impuestos sobre Bienes Raíces del Estado de Nueva York Sección 458-b. (Katie Mack y Michelle Kelson)*

16. Resolution No. 340 - 2017 - Water Dept. & Police Dept. Surplus Vehicles

Water Department & Police Department Vehicles to be declared as Surplus and then auctioned through the Auctions International Website. (Katie Mack)

*Vehículos del Departamento de Agua y el Departamento de Policía que sean declarados como exceso y subastado por medio del sitio web "Auctions International". (Katie Mack)*

17. Resolution No. 341 - 2017 - Award of a Bid and Execution of a Contract For Gas and Electric Supply

Resolution to authorize the award of a bid and the execution of a contract with Engie for electric supply to the City of Newburgh for a two (2) year term at a cost of \$0.06465 per kilowatt hour and the award of a bid and the execution of a contract with New York Gas and Electric for gas supply services to the City of Newburgh for a two (2) year term at a cost of \$3.8520 per decatherm. (Katie Mack)

*Una resolución para autorizar la adjudicación de una licitación y la ejecución de un contrato con Engie para el suministro eléctrico a la Ciudad de Newburgh por un periodo de dos (2) años por un costo de \$0.06465 por kilovatio/hora y la adjudicación de una licitación y la ejecución de un*

*contrato con "New York Gas and Electric" para servicios del suministro de gas a la Ciudad de Newburgh por un periodo de dos (2) años a un costo de \$3.8520 por "decatherm". (Katie Mack)*

18. Resolution No. 342 - 2017 Surplus water meter

Resolution declaring a SENSUS 6 inch OMNI C2 water meter as surplus and authorizing the disposition to a City of Newburgh Water Supply customer for the amount of \$5,443.61. (Katie Mack)

*Una resolución declarando un medidor de agua SENSUS de 6 pulgadas OMNI C2 como exceso y autorizando la disposición a un cliente del abastecimiento de agua de la Ciudad de Newburgh por la cantidad de \$5,443.61. (Katie Mack)*

19. Resolution No. 343 - 2017 - Satisfaction of mortgage - 81 Chambers Street

Resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Manny G. and Carol Pereira for premises located at 81 Chambers Street (Section 23, Block 3, Lot 12) (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Manny G. y Carol Pereira para las instalaciones ubicadas en la 81 de la Calle Chambers (Sección 23, Bloque 3, Lote 12) (Michelle Kelson)*

20. Resolution No. 344 - 2017 - Release of Covenants for 87 Carson Avenue

Resolution authorizing the execution of Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Sentry Enterprises, LLC to the premises known as 87 Carson Avenue (Section 45, Block 8, Lot 10) (Michelle Kelson)

*Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de un título emitido a Sentry Enterprises, LLC a las instalaciones conocidas como la 87 de la Avenida Carson (Sección 45, Bloque 8, Lote 10) (Michelle Kelson)*

21. Resolution No. 345 - 2017 Release of Covenants for 95 Carson Avenue

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Sentry Enterprises, LLC to the premises known as 95 Carson Avenue (Section 45, Block 8, Lot 6) (Michelle Kelson)

*Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de un título emitido a Sentry Enterprises, LLC a las instalaciones conocidas como la 95 de la Avenida Carson (Sección 45, Bloque 8, Lote 6) (Michelle Kelson)*

22. Resolution No. 346 - 2017 Accepting reassignment of OPRHP grant for emergency stabilization of the DRC

Resolution accepting the reassignment of a New York State Office of Parks, Recreation and Historic Preservation grant from the Newburgh Preservation Association for the roof stabilization and repair of the Dutch Reformed Church. (Deirdre Glenn)

*Una resolución aceptando la reasignación de una subvención de la Oficina de Parques, Recreación y Preservación Histórica del Estado de Nueva York de la Asociación de Preservación de Newburgh para la estabilización del techo y reparación de la Iglesia Reformada Holandesa. (Deirdre Glenn)*

23. Resolution No. 347 - 2017 Purchase of 146 Third Street

Resolution to authorize the conveyance of real property known as 146 Third Street (Section 18, Block 10, Lot 7) at private sale to Dmitry Pavlov for the amount of \$8,000.00. (Deirdre Glenn)

*Una resolución para autorizar la transferencia de Bienes Raíces conocidos como la 146 de la Calle "Third" (Sección 18, Bloque 10, Lote 7) en una venta privada a Dmitry Pavlov por el monto de \$8,000.00. (Deirdre Glenn)*

24. Resolution No. 348 - 2017 Purchase of 76 West Street

Resolution to authorize the conveyance of real property known as 76 West Street (Section 20, Block 1, Lot 53) at private sale to Gerard and Mary Beth Porreca for the amount of \$5,000.00. (Deirdre Glenn)

*Una resolución para autorizar el traspaso de Bienes Raíces conocidas como la 76 de la Calle West (Sección 20, Bloque 1, Lote 53) en una venta privada a Gerard y Mary Beth Porreca por la cantidad de \$5,000.00. (Deirdre Glenn)*

25. Resolution No. 349 - 2017 Purchase of 93 Hasbrouck Street

Resolution to authorize the conveyance of real property known as 93 Hasbrouck Street (Section 38, Block 5, Lot 7) at private sale to Jaskaran Sawhney and Jaspreet Singh for the amount of \$56,000.00. (Deirdre Glenn)

*Una resolución para autorizar el traspaso de Bienes Raíces conocidas como la 93 de la Calle Hasbrouck (Sección 38, Bloque 5, Lote 7) en una venta privada a Jaskaran Sawhney y Jaspreet Singh por la cantidad de \$56,000.00. (Deirdre Glenn)*

26. Resolution No. 350 - 2017 Two month extension of MESH Realty Group, Inc. agreement

Resolution authorizing the City Manager to execute an extension to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property management services.

(Deirdre Glenn)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar una extensión a un acuerdo entre la Ciudad de Newburgh y MESH Realty Group, Inc. Para proporcionar la continuación de los servicios de administración de propiedades residenciales. (Deirdre Glenn)*

27. Resolution No. 351 - 2017 Apply for and Accept if Awarded a Restore NY Grant for the Dutch Reformed Church

Resolution authorizing the City Manager to apply for and accept if awarded an Empire State Development Restore NY Grant in an amount not to exceed \$845,450.00 with a ten percent match for the redevelopment of the Dutch Reformed Church. (Deirdre Glenn)

*Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención "Empire State Development Restore NY" por una cantidad que no exceda \$845,450.00 el cual solo requiere igualar el diez por ciento para la reurbanización de la Iglesia Reformada Holandesa. (Deirdre Glenn)*

28. Resolution No. 352 - 2017 Cancelling second December work session and regular meeting

Resolution of the City Council of the City of Newburgh cancelling the second work session and regular meeting of December 2017.

*Una resolución del Concejo Municipal de la Ciudad de Newburgh cancelando la segunda sesión de trabajo y la reunión de concejales de Diciembre de 2017.*

29. Resolution No. 353 - Pastor Minnie B. Powell Square

Resolution dedicating the intersection of Catherine Street and Grand Street as Pastor Minnie B. Powell Square. (Councilwoman Cindy Holmes)

*Una resolución dedicando la intersección de la Calle Catherine y Calle Grand como "Pastor Minnie B. Powell Square". (Consejal Cindy Holmes)*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 329 - 2017

OF

NOVEMBER 27, 2017

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 11, 2017 TO  
HEAR PUBLIC COMMENT CONCERNING THE CITY OF NEWBURGH RESTORE NY  
GRANT APPLICATION TO SUPPORT THE REDEVELOPMENT OF  
THE DUTCH REFORMED CHURCH AND THE CITY CLUB  
BY ALEMBIC COMMUNITY DEVELOPMENT

WHEREAS, by Resolution No. 246-2017 of August 14, 2017, the City Council of the City of Newburgh authorized the City Manager to execute an agreement to stabilize the Dutch Reformed Church and to negotiate on behalf of the City of Newburgh a land development agreement with Alembic Community Development, and its development partners, in connection with the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street; and

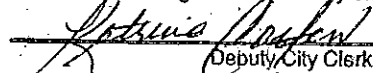
WHEREAS, by Resolution No. 272-2017 of September 25, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status for the approval of a land development agreement with Alembic Community Development pursuant to the State Environmental Quality Review Act; and

WHEREAS, the City of Newburgh intends to apply for a Restore NY grant to support the redevelopment of the Dutch Reformed Church and the City Club and such application requires the City of Newburgh to hold a public hearing to discuss the Restore NY application and the Property Assessment List submitted in the Intent to Apply for Restore NY Funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the City of Newburgh Restore NY grant application; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 11<sup>th</sup> day of December, 2017, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Kathina Cotten, Deputy City Clerk of the City of Newburgh  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held 11/27/17  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 28<sup>th</sup> day of Nov. 20 17

  
Deputy City Clerk





## Section 1 – Intent to Apply for Restore NY Funding

If Municipality is intending to apply for Restore NY funding, this form must be submitted by the leading municipal official. Mail form to the attention of Molly Bauer, Restore NY, Empire State Development, 625 Broadway, Albany, NY 12245 or e-mail a signed PDF copy to [RNYIntent@esd.ny.gov](mailto:RNYIntent@esd.ny.gov) by **October 13, 2017**. A municipality can submit up to two different letters of intent

**Applications from municipalities that do not submit this form will not be accepted.**

**ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by October 16th, the municipality must contact ESD at (518) 292-5200.**

Municipal Name	City of Newburgh
Street Address (not PO Box)	83 Broadway
City, State, Zip	Newburgh, NY 12550
County	Orange
Contact Name	Deirdre Glenn
Title	Director of Planning & Development
Phone Number	845.569.7383
E-Mail Address	dglenn@cityofnewburgh-ny.gov
NYS Unemployment Insurance Tax #	14-6002329
Type of Municipality	City <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/>
Senate District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	# 39th; Senator William Larkin
Assembly District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	# 104th, Assemblyman Frank Skartados

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **You must attach or include a list of the properties you will be using the funding for.** All municipalities are eligible to submit two letters of intent for normal projects and one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. **You may not apply for a project that was not the subject of an approved letter of intent.**

Name of Project	Montgomery Street Project
Number of Properties	3
Estimated Project Costs	\$64,748,069.
Estimated Restore NY Request	\$ 1,000,000.
Name of Development Company	Alembic Community Development
Briefly describe project This project encompasses the restoration of two iconic historic building, the 1835 Dutch Reformed Church (134 Grand Street) which will be restored to National Historic Guidelines, the A. J. Downing City Club (120 Grand Street), as well as the development of 165 mixed income residential units and commercial space on a vacant block in the center of the neighborhood, (2 Montgomery Street). An experienced community development team comprised of four organizations with a commitment to inclusive revitalization initiatives is undertaking a transformative development project in an historic neighborhood decimated by a failed urban renewal effort 50 years ago. The project has is consistent with Restore NY and with Patterns for Progress Creative Development Initiatives. The end use of the two historic properties will be determined in consultation with Neighborhood residents and community leaders. The development process will have three concurrent tracks: community engagement, design and financing.	

Signature			
Title	Mayor	Date	October 13, 2017





**Restore  
New York**

## Application Checklist- Restore NY Communities Initiative

<b>Municipal Name</b>		
Item	Yes	N/A
5 years operating pro formas		
Application fee payable to Empire State Development Corporation		
Property Assessment List		
Project Site Map		
Individual Property Packet for all properties		
Up to 2 Façade Photos for all properties		
Letters from local planning/zoning officials stating project compliance		
Written commitment(s) for project financing		
3 <sup>rd</sup> Party Project Estimates		
Credentials of individuals and/or lead entities involved in project		
Non-municipal entity Project Proposal		
SEQR Environmental Assessment Form (EAF)		
SEQR Negative Declaration		
EIS Findings Statement		
SHPO Review Materials		
Proof of Publication of Property Assessment List		
Proof of Publication of Public Hearing Notice		
A true and complete copy of the Municipal Resolution		



Property Assessment List	
--------------------------	--

Municipal Name	
Project Name	

List and sequentially number all properties submitted for this project. Properties with both a demolition/deconstruction phase AND a rehabilitation/ reconstruction phase must use separate lines to define EACH project phase. **This list must be published in a local daily newspaper for three consecutive days and be the subject of a public hearing.**

[illegible]

**Round 5**

**RESTORE NY  
COMMUNITIES INITIATIVE**

**Municipal Grant Program**

**September 15, 2017**

**Empire State Development (ESD) Request for  
Funding Proposals**

**GUIDELINES**

**Proposal Due Date: 3:00 p.m. – Friday, December 15, 2017**



**Restore  
New York**

## **Restore NY Guidelines Table of Contents**

- Section 1: Intent to Apply Form (**must be received by 5:00 pm Friday, October 13, 2017**)
- Section 2: Program Description and Goals
- Section 3: Funding Proposal Submission Package Requirements
- Section 4: Funding Proposal Instructions
- Section 5: Funding and Project Limits
- Section 6: Scoring Criteria
- Section 7: Definitions
- Section 8: Terms and Conditions
- Section 9: State Historic Preservation Office (SHPO) Consultation Instructions
- Section 10: ESD Regional Offices and Other Resources
- Attachment: Restore NY Application



**Restore  
New York**

## Section 1 – Intent to Apply for Restore NY Funding

If a municipality is intending to apply for Restore NY funding, this form must be submitted by the chief elected official. Mail form to the attention of Molly Bauer, Restore NY, Empire State Development, 625 Broadway, Albany, NY 12245 or e-mail a signed PDF copy to [RNY5Intent@esd.ny.gov](mailto:RNY5Intent@esd.ny.gov) by **October 13, 2017**.

**Applications from municipalities that do not submit this form will not be accepted.**

**ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by October 16th, the municipality must contact ESD at (518) 292-5200.**

Municipal Name	
Street Address (not PO Box)	
City, State, Zip	
County	
Contact Name	
Title	
Phone Number	
E-Mail Address	
NYS Unemployment Insurance Tax #	
Type of Municipality	City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/>
Senate District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#
Assembly District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **You must attach or include a list of the properties for which you will seek funding.** All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may also submit one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. **You may not apply for a project that was not the subject of an approved letter of intent.**

Name of Project	
Number of Properties	
Estimated Project Costs	
Estimated Restore NY Request	
Name of Development Company	
Briefly describe project	

Signature			
Title		Date	

## **Section 2 – Program Description and Goals**

The 2017-18 State Budget provided new funding for the Restore New York Communities Initiative and gave Empire State Development the responsibility of implementing this program for the purpose of revitalizing communities and stabilizing neighborhoods.

Municipalities, defined as cities, towns, and villages, are invited to submit a Request for Funding Proposal for projects to demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties. Additionally, funds can be used for site development needs related to such projects, including but not limited to, water, sewer, and parking, but not exclusively for site development.

Projects should be architecturally consistent with nearby and adjacent properties or in a manner consistent with the municipality's local revitalization or urban development plan. Rehabilitation of municipal buildings and properties for municipal reuse is not eligible for Restore NY funding. Greenfield development is also ineligible.

All projects require no less than "10 percent of the award amount" in matching contributions. Cash and in-kind contributions are allowed. Please see Section 7 of the guidelines for further information on the match requirements.

An important goal of Restore NY is to revitalize urban centers. It is anticipated that, upon completion, the projects funded by Restore NY grants will attract individuals, families, industry and commercial enterprises to the municipality. It is further anticipated that the improved community and business climate will result in an increased tax base, thereby improving municipal finances and the wherewithal to further grow the municipality's tax and resource base and lessen its dependence on state aid.

Awards will be made to qualified applicants based on statutory criteria and, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

Strong emphasis will be placed on projects from economically distressed communities as described in the statute. Priority will also be given to projects that leverage other state or federal redevelopment, remediation, or planning programs.

Strong emphasis will also be placed on project feasibility and readiness. Projects will score higher when they demonstrate that a majority of the criteria in Section 4 of the Application have been satisfied. This includes the following: Project Feasibility (e.g. market feasibility, business plan, letters of commitment on financing, etc.); Project Readiness (e.g. conformance with local planning and zoning, federal and state permits, etc.); Transportation and Utility Readiness (e.g. transportation analysis, utility evaluations, etc.); and Environmental Readiness (e.g. SEQRA and SHPO consultation, etc.). Applicants that can demonstrate that plans are in place, project financing has been committed, and that the project is expected to start within a year of a Restore NY award will be considered more competitive.

## Section 3 – Funding Proposal Submission Package Requirements

<b>Intent to Apply Deadline</b>	No later than <b>5:00pm</b> EST on <b>Friday, October 13, 2017</b>
<b>Application Deadline</b>	No later than <b>3:00pm</b> EST on <b>Friday, December 15, 2017</b>
<b>Eligible Applicants</b>	All New York State cities, towns, and villages (Counties, not-for-profit and private entities are not eligible.)
<b>Number of Copies</b>	<ul style="list-style-type: none"> <li>▪ 1 copy</li> <li>▪ All materials must be on 8.5" x 11" paper</li> <li>▪ Assemble documents in a 3-ring binder no thicker than 2 inches and include all forms, enclosures, and attachments</li> <li>▪ Place the municipality's name on the cover <u>and</u> the spine of the binder</li> </ul>
<b>Mail or Deliver</b>	<ul style="list-style-type: none"> <li>▪ <u>1 copy submitted via the CFA</u></li> <li>▪ <u>1 copy</u> of the Submission Package (defined below) and the Application Fee to: Empire State Development Attention Molly Bauer 625 Broadway Albany, NY 12245</li> <li>▪ <b>IF there are more than 5 properties included in the project please submit 4 copies of the Individual Data Property Sheets to the above address.</b></li> </ul>
<b>Application Fee</b>	<p>A non-refundable check payable to Urban Development Corporation d/b/a Empire State Development in the amounts indicated below:</p> <ul style="list-style-type: none"> <li>▪ \$2,000 for cities over 100,000 population</li> <li>▪ \$1,000 for cities and villages of 40,000–99,999 population</li> <li>▪ \$500 for municipalities under 39,999 population</li> </ul> <p>If a community applies for a special project in addition to a normal project, it is required to pay the same fee for that application as well. Application Fee must be included with the application binder sent to the above address.</p>
<b>Submission Package</b>	<ul style="list-style-type: none"> <li>▪ Completed Restore NY Application and Attachments (<b>Printed from the CFA</b>)</li> <li>▪ Certification of Completeness signed by a Municipal Official</li> <li>▪ Written commitment(s) of matching funds</li> <li>▪ Proof of Notice of Public Hearing</li> <li>▪ Proof of publication of the Property Assessment List</li> <li>▪ A true and complete copy of the Municipal Resolution</li> <li>▪ Application Fee</li> </ul> <p><b>All documents above are due at application deadline</b></p>
<b>Questions</b>	<p><b>See Section 10 for contact information.</b></p> <ul style="list-style-type: none"> <li>▪ For questions regarding this application, e-mail <a href="mailto:restoreny@esd.ny.gov">restoreny@esd.ny.gov</a> or contact your local ESD Regional Office.</li> <li>▪ For specific questions regarding SEQRA, contact the NYS Department of Environmental Conservation.</li> <li>▪ For specific questions about SHPO, contact the NYS Office of Parks, Recreation and Historic Preservation, or ESD's Planning and Environmental Review Office.</li> </ul>

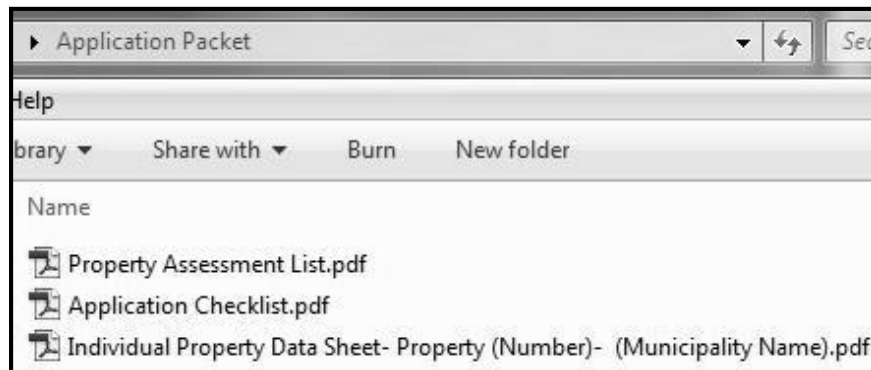


## Section 4 – Funding Proposal Instructions

If the municipality intends to apply for Restore NY funding, an Intent to Apply form must be submitted by the chief executive of the municipality by **October 13, 2017** (see Section 1). All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may submit one additional letter of intent for the special project. Please document on the Intent to Apply forms if it is for a special project or not. **Applications from municipalities that do not submit an Intent to Apply form will not be accepted.**

The Intent to Apply form must provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/ reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. Final application may not significantly differ from the Intent to Apply.

Upon receipt of the Intent to Apply Form, ESD will e-mail the primary contact the Restore NY Application Packet. This packet contains documents that will be needed for the application. The packet will also be available on the ESD Restore NY website.



Use of the States' Consolidated Funding Application (CFA) online portal is required. This application portal will collect all necessary information for the Restore NY application.



The Restore NY Application must be certified by the chief elected official that it is complete, true and accurate. Incomplete applications will not be considered. However, ESD, at its sole discretion, reserves the right to accept minor amendments and additions to this application.

The following documents must be included with your application:

- Property Assessment List- included in Restore NY Application Packet
- Individual property packet for each property- included in Restore NY Application Packet
- Project proposal from lead entity conducting project
- Credentials and qualifications/resume of lead entity conducting project
- Site map with each property clearly marked
- Letter from local planning/zoning officials stating project is compatible with local ordinances
- Third party project cost estimates
- Five years of operating pro formas
- Letter of matching fund commitments
- Publication proof of Property Assessment List\*
- Publication proof of notice of public hearing\*\*
- Municipal resolution

\*A Property Assessment List (as defined in Section 7) must be published in a local daily newspaper either in print or online for three consecutive days. Evidence of the publication must be included in the application. Acceptable documentation is (1) photocopies of all three advertisements showing the dates of publication and/or (2) a signed receipt from the newspaper. Property Assessment List form is provided by ESD.

\*\*A public hearing must be held to discuss the Restore NY application and the Property Assessment List. Proof of the publication of the Notice of a Public Hearing to discuss the Restore NY application and the Property Assessment List must be included in the application.

Individual properties must be bundled into a definable “project” (as defined in Section 7). The project may include the demolition, deconstruction, rehabilitation and/or reconstruction of a building or group of buildings that furthers the goals of revitalizing an urban center, encouraging commercial investment or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their revitalization is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan. A site map must be included for each project clearly identifying all targeted properties. If the buildings are not proximate to each other, an explanation of their strategic interrelationship should be included in the letter of intent and application.

All municipalities may apply for one project subject to the normal limits defined in Section 5. In addition, however, municipalities may also compete for one of up to three special project awards to be made statewide or may combine the two as defined in Section 7.

Individual Property Data Sheets and budgets must be completed for each property submitted. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (last page of the application packet).

The municipality’s legislative body must pass a resolution finding that the proposed project is consistent with the municipality’s local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities where applicable. **A true and complete copy of the resolution must be included in the application.**

## Section 5 – Funding and Project Limits

<b>Applicant Funding and Project Limits</b>	<b># Project</b>	<b>Funding Per Project</b>
Cities over 100,000 population based on the last census	1 Project	\$5 million
Cities and villages between 40,000 and 99,999 population based on the last census	1 Project	\$2 million
All other municipalities	1 Project	\$1 million
Empire State Development may grant up to three special awards. Cities with populations less than 100,000 and all towns and villages that are classified as highly distressed may apply for an additional \$5 million to put toward a second separate project OR toward part of a larger project in addition to the funding limits listed above. The project must meet the definition of a “special project,” as defined in Section 7 of the Restore NY Guidelines.	1 Project	\$5 million

The above funding per project is the maximum possible, but projects are also subject to the caps set forth below, a municipality may not be awarded the maximum. Commercial projects funding is determined by square foot caps and may not exceed the calculated amount unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. Residential projects funding is determined by the activity occurring (i.e. demolition and reconstruction), and may not exceed caps per property unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. An apartment building is considered one property regardless of the number of units in it.

<b>Residential Property</b>	<b>Per Unit Maximum Allowance</b>
Demolition/Deconstruction	\$20,000
Rehabilitation/Reconstruction	\$100,000

### Maximum Commercial Building DEMOLITION Allowance Per Square Foot

Source: Marshall Valuation Service

<b>ESD Region</b>	<b>Class A</b> Structural Steel	<b>Class B</b> Reinforced Concrete	<b>Class C</b> Masonry Walls	<b>Class D</b> Wood or Steel	<b>Class S</b> Metal bents or Columns
Capital Region	\$7.66	\$9.70	\$6.28	\$5.42	\$5.07
Central NY	\$7.73	\$9.61	\$6.12	\$5.24	\$5.02
Finger Lakes	\$7.59	\$9.87	\$6.12	\$5.28	\$4.93
Long Island	\$10.04	\$12.34	\$7.90	\$6.92	\$6.65
Mid-Hudson	\$10.10	\$12.34	\$7.90	\$6.92	\$6.61
Mohawk Valley	\$7.19	\$9.10	\$5.79	\$5.10	\$4.67
New York City	\$10.10	\$12.34	\$7.96	\$6.97	\$6.65
North Country	\$6.92	\$8.51	\$5.52	\$4.86	\$4.49
Southern Tier	\$7.05	\$8.76	\$5.52	\$4.77	\$4.54
Western NY	\$7.80	\$9.70	\$6.33	\$5.42	\$5.07

### Maximum Commercial Building CONSTRUCTION Allowance Per Square Foot

Source: Marshall Valuation Service

	<b>OFFICE</b>				<b>LIGHT MANUFACTURING</b>				<b>RETAIL*</b>	
	Class A	Class B	Class C	Class D	Class A	Class B	Class C	Class D	Class C	Class D
<b>ESD Region</b>	Structural Steel	Reinforced Concrete	Masonry or Concrete	Wood /Steel Studs	Structural Steel	Reinforced Concrete	Masonry Walls	Wood /Steel Studs	Masonry or Concrete	Wood or Steel Studs
Capital Region	\$185.19	\$180.70	\$134.35	\$122.24	\$92.45	\$88.52	\$61.43	\$53.91	\$98.79	\$89.63
Central NY	\$186.83	\$179.11	\$130.87	\$118.02	\$93.27	\$87.74	\$59.84	\$52.05	\$96.23	\$86.54
Finger Lakes	\$183.55	\$183.87	\$130.87	\$119.08	\$91.63	\$90.07	\$59.84	\$52.51	\$96.23	\$87.31
Long Island	\$242.55	\$229.84	\$169.09	\$155.96	\$121.09	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mid-Hudson	\$244.19	\$229.84	\$169.09	\$155.96	\$121.91	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mohawk Valley	\$173.72	\$169.60	\$123.92	\$114.86	\$86.73	\$83.08	\$56.66	\$50.65	\$91.12	\$84.22
NYC	\$244.19	\$229.84	\$170.25	\$157.01	\$121.91	\$112.59	\$77.85	\$69.24	\$125.19	\$115.12
North Country	\$167.16	\$158.51	\$118.13	\$109.59	\$83.45	\$77.65	\$54.02	\$48.33	\$86.86	\$80.36
Southern Tier	\$170.44	\$163.26	\$118.13	\$107.48	\$85.09	\$79.98	\$54.02	\$47.40	\$86.86	\$78.81
Western NY	\$188.47	\$180.70	\$135.50	\$122.24	\$94.09	\$88.52	\$61.96	\$53.91	\$99.64	\$89.63

\* Retail includes retail mixed with office or residential.

**Maximum Allowance Where Certain HAZARDOUS MATERIALS are Present in the  
Demolition or Reconstruction Per Square Foot**

Source: Marshall Valuation Service

<b>ESD Region</b>	<b>Asbestos Abatement</b>	<b>Lead Removal</b>
Capital Region	\$51.06	\$19.15
Central NY	\$49.74	\$18.66
Finger Lakes	\$49.74	\$18.66
Long Island	\$64.27	\$24.10
Mid-Hudson	\$64.27	\$24.10
Mohawk Valley	\$47.10	\$17.67
New York City	\$63.39	\$23.77
North Country	\$44.90	\$16.84
Southern Tier	\$45.34	\$17.01
Western NY	\$51.50	\$19.32

## Section 6 – Scoring Criteria

Applications will be scored based on how they address the goals of the Restore NY Communities Initiative and statutory criteria. Awards will be made, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

A maximum of 115 points can be achieved based the categories defined in the table below.

Points	Criteria	Scale
Up to 15	Economic Distress	15 – High 10 – Moderate 5 – Slight
Up to 25	Other Statutory Priorities	5 – Mostly in an Investment Zone –or– 5 – Mostly in a Brownfield Opportunity Area Up to 20 – Leverage of other State and Federal Programs
Up to 40	Program Goals	Up to 20 – Induce Commercial Investment Up to 10 – Revitalize an Urban Center Up to 10 – Improve Local Housing
Up to 20	Project Readiness / Feasibility	Up to 20
Up to 15	President/CEO Commissioner Discretion	Up to 15
Maximum 115		

## **Section 7 – Definitions**

BROWNFIELD shall mean any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant.

BROWNFIELD OPPORTUNITY AREA (BOA) shall mean an area of the municipality that has been approved for funding under the Brownfield Opportunity Area Program for the purpose of establishing a community based revitalization plan and implementation strategy to achieve brownfield redevelopment in a proactive and systematic way.

BUILDING CATEGORY shall mean the following:

- ABANDONED shall mean a wrecked or derelict building that has been left abandoned and unprotected.
- CONDEMNED shall mean a building declared by official order to be unfit for use.
- SURPLUS shall mean a municipally-owned building deemed surplus or no longer required.
- VACANT shall mean having no occupants, or is mostly unoccupied.

BUILDING TYPE shall mean the following:

- COMMERCIAL shall mean real estate zoned for business or industrial use including retail, and that is at least 85% used for business, industrial and/or retail purposes.
- RESIDENTIAL shall mean real estate that is zoned for single-family homes, multi-family apartments, townhouses, condominiums and co-ops, and that is at least 85% used for residential purposes.
- MIXED USE shall mean buildings that include a combination of commercial, office, retail and residential uses.

ECONOMICALLY DISTRESSED COMMUNITY shall mean the following:

- HIGHLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 7 of the criteria listed below:
- MODERATELY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 5 of the criteria listed below:
- SLIGHTLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet 4 of the criteria listed below:
  - ☐ Population loss between the last and previous decennial census – an absolute loss in population.
  - ☐ Unemployment rate (2015 ACS 5 year average) higher than the state (8.2%). (Municipal rate was used if population was over 25,000, otherwise county rate was used.)
  - ☐ Private sector employment growth rate between 2010 and 2015 was lower than the state's rate (2.5%) OR Private sector employment in 2015 was less than the state (78.0%)
  - ☐ Portion of households receiving public assistance in 2015 was greater than the statewide portion (15.4%).



- ☐ Poverty rate in 2015 was greater than the state's poverty rate (15.7%).
- ☐ Per Capita Income change between 2010 and 2015 was less than the growth in the consumer price index (CPI) for all urban consumers nationally (8.5 percent) OR Per capita income in the municipality was less than the state's per capita income (\$32,236) in 2015
- ☐ Full Value Assessment of Taxable Property growth between 2010 and 2015 was less than the statewide growth.
- ☐ Taxable sales growth rate between the period of March 2009 through February 2010 and the period of March 2012 through February 2013 in the county was less than the statewide growth in taxable sales.

ELIGIBLE APPLICANT shall mean any New York State city, town, or village.

GREENFIELD shall mean a piece of property that is undeveloped or a previously developed site that has been cleaned up and is ready for redevelopment. Greenfield projects are not eligible for Restore NY funding.

IN-KIND shall mean a contribution, service or administrative cost associated with the project including funds from other federal, state, or local governments and private contributions. For Restore NY purposes, in-kind contributions will be allowed retroactive to the enactment of the Restore NY round five appropriation (April 10, 2017).

HISTORIC AND/OR CULTURAL PLACE OR PROPERTY shall mean any building, structure, district, area, site, or object, including an underground and underwater site, that is of significance in the history, architecture, archeology, or culture of the state, community, or nation.

LEAD AGENCY shall mean a public entity principally responsible for undertaking, funding, or approving a project. Examples of lead agencies are county industrial development agencies; municipal planning agencies, boards, and councils; health departments; and zoning boards.

MATCH shall mean cash (which is encouraged) or the value of in-kind services, contributions, or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources, and funds from private contributions. Match amounts must be "firmly committed" and will support the proposed Restore NY project. "Firmly committed" shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

MUNICIPALITY shall mean a municipal subdivision that is a city, town, or village.

RESIDENTIAL PROPERTY shall mean a separately assessed lot, parcel, piece or portion of real property used, or that is to be used, as a private dwelling.

PROJECT shall mean the demolition, deconstruction, rehabilitation, or reconstruction of a building or group of buildings that furthers the goal of revitalizing an urban center, encouraging commercial investment, or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their reconstruction, rehabilitation, deconstruction or demolition is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan.

PROJECT TYPE shall mean the following:

- DEMOLITION shall mean to completely tear down or raze a building.
- DECONSTRUCTION shall mean the careful disassembly of a building of architectural or historic significance with the intent to rehabilitate or reconstruct the building, or salvage the disassembled material from the building for reuse.
- REHABILITATION shall mean structural repairs, mechanical systems repair or replacement, repairs related to deferred maintenance, emergency repairs, energy efficiency upgrades, accessibility improvements, mitigation of lead-based hazards, and other repairs that result in a significant improvement to the property, provided however, that to the extent possible, such rehabilitation shall be architecturally consistent with nearby and adjacent properties, or done in a manner consistent with a local revitalization or urban development plan.
- RECONSTRUCTION shall mean the construction of a new building, which is similar in architectural style, size and purpose to a previously existing building at such location, provided however, that to the extent possible that such reconstruction is architecturally consistent with nearby and adjacent properties, or in a manner consistent with a local revitalization or urban development plan.

PROPERTY ASSESSMENT LIST shall mean a list compiled by a municipality, after it conducts an assessment of vacant, abandoned, surplus or condemned buildings within its jurisdiction, and based upon that assessment: (i) sets forth for each property a description of each building that includes the location, size and residential or commercial natures of each building, and whether the building is proposed to be demolished, deconstructed, rehabilitated or reconstructed; (ii) that has been published in a local daily newspaper for no less than three consecutive days; and (iii) that has been the subject of public hearings in the municipalities where the buildings are located.

SITE CONTROL shall mean (i) ownership by the municipal applicant or (ii) written consent from the ownership entity and, if different, the entity that has legal control of the site consenting to the application for Restore NY funding and, if awarded, agreeing to use Restore NY funds as outlined in the application.

SOFT COSTS shall mean costs related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include such items as architecture, design, engineering, permits, inspections, consultants, environmental studies, and regulatory demands needing approval before construction begins. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

SPECIAL PROJECT shall mean a project that results from a severe economic injury to the community, leaving a highly visible and blighted property or properties in the central business district of a highly distressed community which has a depressing effect on the overall economic development potential of the community. This is limited to cities with populations less than 100,000 and all towns and villages that are classified as highly distressed according to ESD's definitions in Section 7 and listed on the Restore NY website.

URBAN CENTER shall mean a central place that functions as the dominant center of an urban area. The U.S. Census Bureau identifies one or more central places for each urbanized area (UA) or urban cluster (UC). Among municipalities, any incorporated place that is in the title of the urban area is a central place of that UA or UC. In addition, any other incorporated place that has an urban population of 50,000 or an urban population of at least 2,500 people and is at least 2/3 the size of the largest place within the urban area also is a central place. Any city or village that is part of a UA or UC and the population of which constitutes no less than 5% of the UA or UC will also be considered an Urban Center.

## **Section 8 – Terms and Conditions**

A municipality that is granted an award or awards shall provide a matching contribution of no less than ten percent of the aggregated Restore NY award or awards amount. Such matching contribution may be cash or the value of in-kind services, contributions or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources and funds from private contributions. Match amounts must be “firmly committed” to support the proposed Restore NY project. “Firmly committed” shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

In-kind contributions may include, but shall not be limited to, the efforts of municipalities to conduct an inventory and assessment of vacant, abandoned, surplus, condemned and deteriorated buildings, and to manage and administer grants awarded to the municipality from the Restore NY Communities Initiative.

Final funding awards will be subject to approval by ESDC Board of Directors following project selection and the anticipated availability of funds. A 1% commitment fee based on the grant amount awarded (not to be less than \$100) will be assessed to all awardees. The commitment fee will be due upon Board approval.

ESD reserves the right to offer project awards to sponsors in different amounts and under different terms than requested. ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances. Expenditures incurred prior to the application due date (December 15, 2017) are not eligible for reimbursement by Restore NY grant funds.

Applications shall be reviewed by the Affirmative Action Unit of ESD, which shall, in consultation with the applicant and/or proposed recipient of Restore NY assistance and any other relevant interested parties, develop appropriate goals, in compliance with applicable law (including Section 2879 of the Public Authorities Law, Article 15-A of the Executive Law and Section 6254 (11) of the Unconsolidated Laws) and the policy of ESD, for participation by minority group members and women. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability, or marital status shall be required.

ESD’s Non-discrimination and Contractor Diversity policy will apply to the Restore projects. The Recipient shall be required to use good faith efforts to achieve an overall Minority and Women Business Enterprise (“MWBE”) participation goal to be set at the time of the award, a goal related to the total value of ESD’s funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project.

Final funding awards will be subject to ESD Board of Directors approval; approval by the New York State Office of Parks, Recreation and Historic Preservation (if applicable); public hearing; and approval by the Public Authorities Control Board.

It is expected the project will proceed in the time frame set forth by the applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. All Restore NY awards will expire 2 years from the award date unless expressly extended by ESD.

ESD encourages the environmentally sustainable practice of recycling construction/demolition (C&D) debris rather than disposition in a landfill. As this is an emerging practice that may not yet be available or commercially feasible in every region of the state, ESD’s Environmental Division will survey municipalities receiving Restore NY awards and their deconstruction/demolition contractors to learn what options they had for C&D debris disposition and whether any of the material was recycled. As a condition of award, the municipality and its contractors must provide the information requested in this survey. NOTE: While C&D recycling is encouraged, it is not required.

## Section 9 – State Historic Preservation Office (SHPO) Consultation Instructions

Under the New York State Historic Preservation Act, Section 14.09 and its associated rules and regulations, State funded (in whole or in part) activities that have the potential to affect historic properties, either directly or indirectly, must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Regulations associated with this law define a Historic and/or Cultural Place or Property as “any building, structure, district, area, site or object including underground and underwater sites, that is of significance in the history, architecture, archeology or culture of this state, its community or the nation.”

**The SHPO process does not need to be completed prior to the submission of the Restore NY application; however, it MUST be completed prior to the approval by ESD Board of Directors. No Restore NY grant funds can be disbursed prior to ESD Board approval.**

In order to expedite the SHPO review process, the applicant must provide the information outlined below for the appropriate project category. Project information should be provided to OPRHP via their Cultural Resource Information System (CRIS). This interactive, web-based system offers the public and government partners convenient and extensive access to the agency’s historic records while streamlining the agency’s delivery of historic preservation programs. The system is available at <https://cris.parks.ny.gov/>. If you or your consultant has not already used NY-CRIS, please go to <http://nysparks.com/shpo/online-tools/> and select the link for the “How to” video, which will guide you through the log-in and project submission process. OPRHP suggests that if you have not previously accessed the CRIS system that you sign up for an NY.GOV account when prompted. This will give you more comprehensive access to the system. CRIS related questions can be submitted to [CRISHelp@parks.ny.gov](mailto:CRISHelp@parks.ny.gov).

All new project entries into the CRIS program should enter the Project Name beginning with “Restore NY” then the name of the project and then the number of involved buildings.

**Example: Restore NY/Smith Road Rehabilitation/12 Buildings**

### **Demolition Projects**

For a demolition project involving a single building (parcel) or a grouping of contiguous buildings (parcels) the information should be entered into CRIS as a single project. In Step 3 of CRIS you will be asked if your project includes one or multiple parcels. If your project is a single property you will select that option in this step. If the project involves multiple adjacent buildings and parcels select the multiple parcel option and draw a boundary around the project area in CRIS Step 3.

Next, in CRIS Step 4 (Built Resources) you will be asked to add specific information about the building associated with your project. Complete this data and add current photographs (jpg.) of the building and any other building specific information. Please be sure to only link building specific photographs and data in this section. Project specific data will be added in a later step.

Once you complete a building’s information you will be brought to the Built Resource grid where you can add another property if your project contains more than one building (multiple parcels). To add another building you will select the “Enter Built Resource” tab and provide the requested information for the property (parcel). You will repeat this process for each building involved in your project.

For demolition projects of discontinuous buildings (parcels) the submission process follows the same guidance as above. However, in CRIS Step 3 when asked if the project includes multiple properties you will need to select the single property option. This will bypass the need to enter each individual building (parcel) site as a separate and new project in CRIS.

Complete CRIS Step 4 as outlined above. Once again, in CRIS Step 4 ONLY attach photographs and historic information for the individual building that you are recording at that time. Do not link project level information at this step, such as site plans or project scopes of work.

In CRIS Step 5 you will need to add a project map or maps (pdf) locating all the involved properties to be included in the project. This is accomplished by selecting the “Attachment” tab and linking a copy of the map (pdf). Additional information about the overall project or individual projects can also be attached here. Be sure to label them carefully when uploading the files. Additional project level photographs can also be added in this step under the “Photos” tab.

### **Rehabilitation Projects**

For individual rehabilitation projects please follow the same CRIS project entry information provided above.

### **New Construction Projects**

For new construction projects, please follow the same CRIS project entry information provided above.

However, in CRIS Step 2 you will need to select the “Will this project involve ground disturbance” option and respond. Documentation of prior ground disturbance will need to be linked in CRIS Step 5. Please be aware that standard farming activities are not classified as ground disturbing activities for the purposes of archaeological assessment.

Under CRIS Step 5 be sure to include photographs of the site to be built on and views looking from the site under the “Photos” tab. Under the “Attachments” tab please add a site plan and any elevations floor plans that are available that depict what is proposed for construction.

It is recommended that the municipality contact NYSHPO’s regional staff associated with its area during the application process. Regional staff contact information can be found at <http://nysparks.state.ny.us>. Click on Historic Preservation; next click on Territorial Assignments. Staff members are listed by the counties they service. Help with the CRIS system can be found by contacting [CRISHelp@parks.ny.gov](mailto:CRISHelp@parks.ny.gov).

**To check for National Register listed or known eligible properties, historic districts and archaeologically sensitive areas that may include or involve a project, please go to <https://cris.parks.ny.gov/> and use the SEARCH function.**

## Section 10 – ESD Regional Offices and Other Resources

Letter of Intent E-Mail Address: [RNY5Intent@esd.ny.gov](mailto:RNY5Intent@esd.ny.gov)

General Restore NY Questions: [restoreny@esd.ny.gov](mailto:restoreny@esd.ny.gov)

### **EMPIRE STATE DEVELOPMENT REGIONAL OFFICES AND COUNTIES SERVED**

#### **Capital – Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington**

Empire State Development  
Hedley Park Place  
433 River Street, Suite 1003  
Troy, NY 12180  
P: 518-270-1130

#### **Central NY – Cayuga, Cortland, Madison, Onondaga, and Oswego**

Empire State Development  
620 Erie Boulevard West - Suite 112  
Syracuse, NY 13204  
P: 315-425-9110

#### **Finger Lakes – Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates**

Empire State Development  
400 Andrews Street - Suite 710  
Rochester, NY 14604  
P: 585-399-7050

#### **Long Island – Nassau and Suffolk**

Empire State Development  
150 Motor Parkway, Suite 311  
Hauppauge, New York 11788  
P: 631-435-0717

#### **Mid-Hudson – Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester**

Empire State Development  
33 Airport Center Drive - Suite 201  
New Windsor, NY 12553  
P: 845-567-4882

**Mohawk Valley – Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie**

Empire State Development  
207 Genesee Street  
Utica, NY 13501  
P: 315-793-2366

**North Country East – Clinton, Essex and Franklin and Hamilton**

Empire State Development  
401 West Bay Plaza  
Plattsburgh, NY 12901  
P: 518-561-5642

**North Country West – Jefferson, Lewis and St. Lawrence**

Empire State Development  
Dulles State Office Bldg.  
317 Washington T, 2<sup>nd</sup> Floor  
Watertown, NY 13601  
P: 315-785- 7941

**New York City**

Empire State Development  
New York City Regional Office  
633 Third Avenue  
New York, NY 10017  
P: 212-803-3130

**Southern Tier – Broome, Chenango, Chemung, Delaware, Steuben, Schuyler, Tioga and Tompkins**

Empire State Development  
Binghamton Office State Office Building  
44 Hawley Street, Room 1508  
Binghamton, NY 13901  
P: 607-721-8605

**Western NY – Allegany, Cattaraugus, Chautauqua, Erie and Niagara**

Empire State Development  
95 Perry Street, Fifth Floor  
Buffalo, NY 14204  
P: (716) 846-8200

**Empire State Development Planning and Environmental Review Office**

- (212) 803-3252 or 3253

**NYS Department of Environmental Conservation**

- <http://www.dec.ny.gov>

**NYS OPRHP Office of State Historic Preservation Office**

- <http://nysparks.state.ny.us/shpo>



RESOLUTION NO.: 334 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION APPOINTING MEMBERS  
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION**

**WHEREAS**, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

**WHEREAS**, this City Council deems it to be in the best interests of the City of Newburgh to appoint new members to fill vacancies now existing on the Human Rights Commission to carry on the important work of such Commission;

**NOW, THEREFORE, BE IT RESOLVED**, that the following persons be and are hereby confirmed and appointed to serve as Members of the City of Newburgh Human Rights Commission for three (3) year terms commencing on November 14, 2017 and expiring on November 13, 2020 pursuant to Chapter 51 of the City Code:

Dianne E. Dixon  
Katrin Redfern

RESOLUTION NO.: 335-2017

OF

DECEMBER 11, 2017

**A RESOLUTION RE-APPOINTING KIPPY BOYLE, CHUCK THOMAS,  
KAREN EBERLE-MCCARTHY AND MARCEL BARRICK TO THE  
CONSERVATION ADVISORY COUNCIL FOR TWO YEAR TERMS AND  
APPOINTING ALISON FILOSA TO FILL THE REMAINDER OF AN UNEXPIRED TERM**

**WHEREAS**, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

**WHEREAS**, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

**WHEREAS**, the two-year terms of Kippy Boyle, Chuck Thomas, Karen Eberle-McCarthy and Marcel Barrick expired on November 30, 2017 and wish to continue to serve new two-year terms and Alison Filosa has submitted a letter of interest to serve as a Member of the Conservation Advisory Council to fill a vacancy for a term which expires on November 30, 2018; the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Kippy Boyle, Chuck Thomas, Karen Eberle-McCarthy and Marcel Barrick are hereby re-appointed to the Conservation Advisory Council for a two (2) year term commencing December 1, 2017 and ending on November 30, 2019; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that Alison Filosa be and is hereby appointed to the Conservation Advisory Council to fill a vacancy for a term which expires on November 30, 2018.

RESOLUTION NO.: 336 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONTRACT WITH  
WESTON & SAMPSON FOR PROFESSIONAL ENGINEERING SERVICES FOR  
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT  
IN AN AMOUNT NOT TO EXCEED \$14,500.00**

**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**, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

**WHEREAS**, the City of Newburgh through a competitive process in which proposals for professional services were solicited, reviewed and evaluated to provide Engineering Services for the Project; and

**WHEREAS**, the City has received a proposal from Weston & Sampson, PE, LS, LA, PC, which has been identified as the most qualified firm to provide said services;

**WHEREAS**, such engineering services shall include preparation of plans, specifications and bid documents; and

**WHEREAS**, the cost of such proposal shall not exceed \$14,500.00 and the funds shall be derived from the 2016 BAN;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project in an amount not to exceed \$14,500.00.



# PROPOSAL

October 2017

CITY OF  
**Newburgh**  
NEW YORK

RFP No. 19.17 - Professional Engineering  
Services for the Rehabilitation of the  
Washington Lake Intake Gatehouse

restore

enhance

sustain

maintain



transform your environment

westonandsampson.com

1 Winners Circle, Suite 130  
Albany, NY 12205  
Tel: 518.463.4400

Contact:  
Jeffery Budrow, PE, Senior Associate  
budrowj@wseinc.com



Following Page	COVER LETTER
Section 1	DESCRIPTION OF FIRM & STAFFING
Section 2	RELEVANT EXPERIENCE
Section 3	PROJECT NARRATIVE & SCHEDULE <ul style="list-style-type: none"><li>▪ Project Understanding</li><li>▪ Scope of Services</li><li>▪ Schedule</li></ul>
Section 4	IN-HOUSE SERVICES & INSURANCE
Section 5	FEE PROPOSAL
Section 6	REQUIRED FORMS <ul style="list-style-type: none"><li>▪ Non-Collusion Bidding Affidavit</li><li>▪ Acknowledgments of Addenda</li></ul>

October 20, 2017

Weston & Sampson, PE, LS, LA, PC  
1 Winners Circle, Suite 130, Albany, NY 12205  
Tel: 518.463.4400

City of Newburgh  
Comptroller's Office  
83 Broadway, Fourth Floor  
Newburgh, New York 12550  
Attention: Kathryn Mack, City Comptroller

Re: **RFP #19.17 – Rehabilitation of the Washington Lake Reservoir Intake Gatehouse**

Dear Ms. Mack:

Weston & Sampson PE, LS, LA, PC is pleased to submit this proposal to provide professional engineering services for the rehabilitation of the Washington Lake Reservoir intake gatehouse. Weston & Sampson has provided municipal engineering services in the Northeast since 1899 and in New York since 1959 through our predecessor firm of J. Kenneth Fraser and Associates. The benefits we offer to the City of Newburgh for this project are:

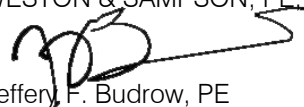
- **Multidiscipline services from a single source.** Weston & Sampson has a proven track record of providing comprehensive services in engineering, land surveying, and landscape architecture, including design, permitting, bidding, construction administration and inspection, topographic and boundary surveying, and planning. With the merger of Fraser Associates in 2010, Weston & Sampson is now a firm of nearly 500 professionals operating in New York, New England, and along the Atlantic Coast. We have substantial capabilities and are well positioned to serve the City.
- **Experience with similar projects.** Weston & Sampson has provided design services for the rehabilitation of diverse municipal facilities, including buildings of historic character. Our work includes structural and architectural services for gatehouse improvements in Albany, New York, and Cambridge, Massachusetts among others. Also, our team of environmental specialists has completed remediation projects, including lead abatement, throughout the northeast.
- **Proven local leadership.** Carl Stone, PE, BCEE, the manager for your project, has over 30 years of experience in water- and wastewater-related engineering projects and is located in our Hopewell Junction, New York, office, less than 20 miles from the project site and City offices. Carl has extensive experience managing water and wastewater infrastructure projects large and small, including coordination of regulatory requirements with State and Local agencies. He is supported by more than 25 staff in New York, including Project Principal Jeff Budrow, PE, and others on the project team.

Weston & Sampson has the necessary technical skills, and is second to none in experience—with more than a century in business! We are an employee-owned company, and we take pride in delivering high quality projects in a timely fashion.

We look forward to demonstrating our capabilities in person. If you have any questions or require further information, please don't hesitate to contact me at 518-463-4400 or by email at [budrowj@wseinc.com](mailto:budrowj@wseinc.com).

Sincerely,

WESTON & SAMPSON, PE, LS, LA, PC



Jeffery F. Budrow, PE  
Senior Associate

## DESCRIPTON OF FIRM



Established in 1899, Weston & Sampson has been providing municipalities, public agencies, and private sector clients with cost-effective and innovative solutions to their infrastructure and environmental challenges for more than a century. Weston & Sampson offers capabilities ranging from project development, assessment, and planning through permitting, design, construction, and long-term operation and maintenance. The firm is privately held and employee owned.

Nationally ranked among the top 180 design firms and top 125 environmental firms in the United States, according to the Engineering News Record, Weston & Sampson is proud of our steady record of growth and the ability of our project management staff to understand our clients' needs, develop appropriate solutions, and provide comprehensive engineering services on time and on budget. Weston & Sampson has also been widely recognized for our excellence in engineering by APWA and ACEC, in further testimony of our creativity and performance. All of this has contributed to a consistent company-wide client return rate exceeding 85%.

Weston & Sampson's **staff of nearly 500 personnel** offers full-service capabilities to address the complex challenges of today's projects and to meet the diverse needs of our clients. Specific to your project, we provide a variety of project management services to assist our clients in managing projects, programs, and facilities. Our management services are fully supported by our dedicated staff of engineering, planning, environmental, building and facility, construction, operations and management professionals, and technology specialists. Our experience and breadth of capabilities allows us to assist our municipal, agency, and private clients to manage their environmental and infrastructure challenges comprehensively. Our **areas of expertise** include:

- |  |                                       |
|--|---------------------------------------|
| ▪ Facility Design                      | ▪ Construction Mitigation             |
| ▪ Transportation & Traffic             | ▪ Regulatory & Enforcement Assistance |
| ▪ Site/Civil Development               | ▪ Environmental Site Assessment       |
| ▪ Water Supply Development & Treatment | ▪ Wetlands Replication & Restoration  |
| ▪ Water Supply Pumping & Distribution  | ▪ Geotechnical & Structural           |
| ▪ Stormwater Management                | ▪ Hydrogeological                     |
| ▪ Watershed Management                 | ▪ Master Planning                     |
| ▪ Wastewater Collection & Treatment    | ▪ Renewable Energy                    |
| ▪ Environmental Compliance/Permitting  | ▪ Solid Waste Management              |
| ▪ Landscape Architecture / Streetscape | ▪ Peer Review                         |
| ▪ Infrastructure Design & Construction | ▪ Land Surveying                      |
| ▪ Construction Oversight & Management  | ▪ GIS & Mapping                       |

What differentiates Weston & Sampson from other consultants is our ability to provide comprehensive services using in-house staff, while still offering the benefits of a broad perspective (planning, engineering, contracting, construction, and operation). Our in-house capacity enables us to commit the resources necessary to meet important deadlines. Our firm's depth of staff and breadth of expertise ensures the availability of highly qualified personnel to readily meet your project needs.

Headquartered in Peabody, Massachusetts, Weston & Sampson maintains regional offices throughout the Northeast, and along the East Coast. Weston & Sampson will manage your project from our regional offices

Weston & Sampson<sup>TM</sup>

transform your environment

Our mission is to protect, improve, and sustain the natural and built environment to enhance the quality of life.

Our clients are our partners; in all of our work, we remain sensitive to community concerns and understand the need to enroll and educate the public as part of our infrastructure efforts.



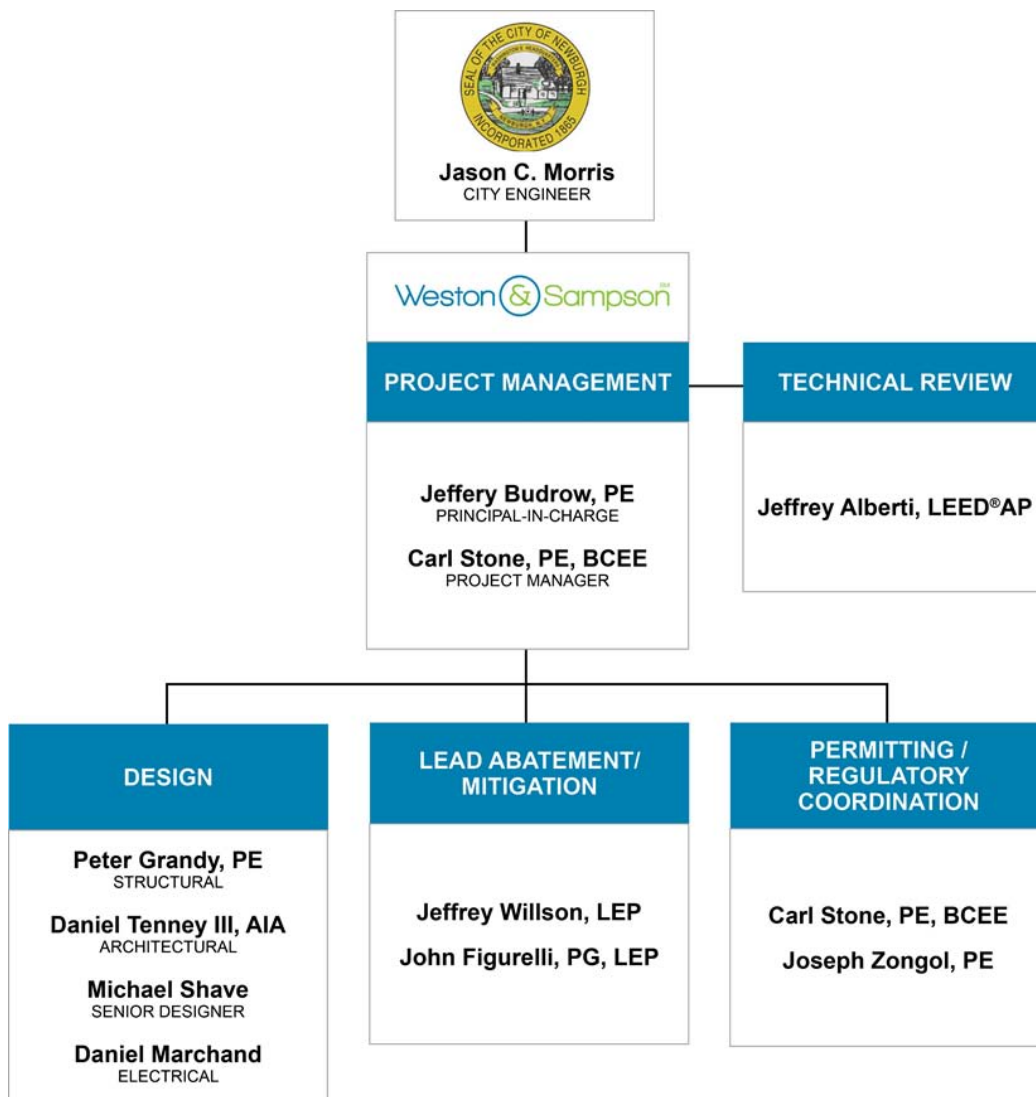
# DESCRIPTION OF FIRM & STAFFING

(Weston & Sampson, PE, LS, LA, PC) in Hopewell Junction and Albany, New York, with support primarily from our offices in Rocky Hill, Connecticut, and Foxborough, Massachusetts.

A brochure summarizing our areas of specialization is provided at the end of this section.

## STAFFING

Weston & Sampson has assembled a team of professionals experienced in facilities design for municipal structures, as well as environmental professionals and engineers experienced in lead abatement/mitigation, permitting, and regulatory coordination. The chart below identifies the key personnel on our team and their roles.



Resumes summarizing the qualifications and experience for each of our team members are provided on the following pages.

## BACKGROUND

2010-Present  
Senior Associate  
Weston & Sampson

2003-2010  
President  
J. Kenneth Fraser and Associates

1989-2003  
Vice President, Engineering  
J. Kenneth Fraser and Associates

1984-1989  
Engineer  
J. Kenneth Fraser and Associates

## EDUCATION

1984  
Master of Civil and Environmental  
Engineering  
Cornell University

1983  
Bachelor of Science  
Civil Engineering  
Cornell University

## PROFESSIONAL CERTIFICATIONS

Professional Engineer:  
New York No. 063680-1  
Vermont No. 5860  
Massachusetts No. 35265

## PROFESSIONAL ASSOCIATIONS

National Society of Professional  
Engineers

New York State Society of  
Professional Engineers  
Capital District Director 1991-1994  
Competency Chair 1998-Present

American Council of Engineering  
Companies

New York State Association of  
Consulting Engineers  
Eastern Region - Past President

Jeffery is a senior associate responsible for general administration and technical coordination of all consulting services offered by the firm for our Capital Region clients in New York, as well as many of our Berkshire County clients in Massachusetts.

Jeffery's consulting experience involves all aspects of civil engineering, including water supply and distribution, sanitary sewage collection, pumping and treatment, stormwater management, solid waste management facilities, roads and street design. Activities also include site development engineering, public school/college site design and master planning, environmental studies, hydrologic studies and community planning.



## SPECIFIC PROJECT EXPERIENCE

**Design Services for Educational Facilities, Various Locations.** Provided site improvements and civil engineering design services for projects for more than 30 school districts, schools and educational sites throughout New York, including the Newburgh Central School District.

**Synthetic Turf Projects, Various Locations.** Oversaw synthetic turf projects for athletic facilities at various schools, including the Newburgh Enlarged City School District.

**Water System Projects, Watervliet, New York.** Principal-in-charge of numerous engineering projects over the last 20 years including the Dry River Upper and Lower Dam permitting, design, and construction; 8th Avenue water line replacement; and Service Reservoir Dam embankment improvements.

**Various Water Improvements and Rehabilitation, Albany, New York.** Provided services for the city's water system, including water distribution Improvements, water supply Improvements, and the Loudonville Reservoir rehabilitation.

**Water Storage Tank Rehabilitation, Tannersville, New York.** Principal-in-charge of assessment and engineering for rehabilitating the water storage tank for the Village water system including design of pump station and improvements to both Dibbles Dam and the Reservoir 3 Dam.

**Building Design Projects, Various Locations.** Project manager for building design projects throughout New York State, including preliminary design of City of Watervliet Civic Center renovations, including windows, doors, masonry repointing, and miscellaneous structural repairs

**Environmental Permitting / SEQR Services, Various Locations.** Manages all SEQR processes for municipal and academic projects, including:

- Environmental assessment forms and full environmental impact statements
- Special studies including wetland, traffic, and archaeology
- Hosting and moderating public hearings
- Preparation of finding statements and resolutions for adoption by sponsoring agency

## BACKGROUND

2007-Present  
Team Leader  
Weston & Sampson

2006-2007  
Senior Project Manager  
Weston & Sampson

1988-2006  
Associate  
Malcolm Pirnie, Inc.

## EDUCATION

1988  
Master of Science, Environmental  
Civil Engineering  
Cornell University

1987  
Bachelor of Science  
Civil Engineering  
Clarkson University

## PROFESSIONAL REGISTRATION

Professional Engineer:  
New York No. 069583  
New Jersey No. 24GE05278000  
Virginia No. 040953

## PROFESSIONAL SOCIETIES

National Society of Professional  
Engineers

New York Water Environment  
Association

Virginia Water Environment  
Association

Water Environment Federation

American Academy of  
Environmental Engineers

Carl is a team leader and environmental engineer with nearly 30 years of experience in wastewater planning and process engineering. He has extensive experience in the planning and design of wastewater treatment facilities and has worked on facilities ranging in size from 10,000 gpd to 370 mgd. His experience includes facility planning, process design, process optimization studies, and wastewater process modeling using the GPS-X and BioWin process models, as well as construction administration and coordination. His work has included the evaluation and design of a wide range of wastewater treatment systems.



## SPECIFIC PROJECT EXPERIENCE

**Chlorine Building Modifications, Village of Tuxedo Park, New York.** Team leader for the design and oversight of various aspects of repairs, upgrades, and improvements for the wastewater treatment plant per NYSDEC regulations.

**Stormwater Retrofits, East of Hudson Watershed Corporation, New York.** Project manager for the evaluation, design, and construction of various stormwater improvement projects, including the design and construction of parking lot improvements at the Putnam National Golf Course in Mahopac, which included renovation of the existing gravel parking lot to include a subsurface stormwater collection, treatment, storage and infiltration system; new high-efficiency LED lighting; 60,000 square feet of combined pervious and impervious pavement; and architectural retaining walls, stairs, railings, and walkways.

**On-call Village Engineer Services, Village of Tuxedo Park, New York.** Reviewed projects for adequacy of sewer and water infrastructure and for compliance of stormwater management practices (both during and after construction) with the NYSDEC Stormwater Management Design Manual. Provided coordination assistance for the development of the village-wide sewer and water system GIS database and the development and ongoing implementation of the New York State DEC Region 3 mandated sewer system evaluation survey program.

**Multiple Wastewater Treatment Plant Upgrades, New York City DEP, Catskill Region, New York.** Project leader for a comprehensive 6-month pilot study of biological and chemical addition processes for nutrient removal conducted to evaluate process design requirements for four small wastewater treatment facilities as part of the NYCDEP's total watershed protection program. Responsible for day-to-day coordination of field and office activities including pilot system design, setup, operation, data tracking, and evaluation.

**Rotating Biological Contactor Replacement, Hopewell, New York.** Project manager for the evaluation of options for replacement of a rotating biological contactor unit at the Wildflower Hills townhouse complex WWTP.

**Wastewater Treatment Plant Upgrade/Expansion, Kiryas Joel, New York.** Served as lead process engineer for the evaluation and process design of the RBC upgrades to this 0.5-mgd facility, with expansion to 1 mgd and further expansion capability to 2 mgd.

## BACKGROUND

2013-Present  
Chief Structural Engineer/  
Project Manager  
Weston & Sampson

2011-2013  
Project and Senior Structural  
Engineer  
Pennoni Associates Inc.

1999-2011  
Project and Senior Structural  
Engineer  
URS Corporation

1995-1999  
Senior Structural Engineer and  
Project Engineer  
Westcott and Mapes

1984-1995  
Senior Engineer  
Maguire Group

1981-1984  
Engineer  
Doublewall Corporation

## EDUCATION

1981  
Bachelor of Science  
Civil Engineering  
University of Hartford

## PROFESSIONAL REGISTRATION

Professional Engineer:  
Connecticut #15495  
New York  
South Carolina  
Vermont

LEED AP BD+C ID No. 10419548

NHI - Safety Inspection of In-service  
Bridges Certification - 2012

Certified Coating Inspector. License  
No. 3328

Permit-Required Confined Space  
Entrant, Attendant & Supervisor  
Training (29CFR1910.146(G) (2102)

Peter has over 30 years of experience inspecting, studying and designing various structures throughout the Northeast. His areas of expertise include highway geometry and safety appurtenances, traffic control, geotechnical conditions, utility accommodation, right-of-way and property impacts, constructability, and construction oversight. His bridge-related experience includes condition inspection of bridges and culverts, load rating of existing and "as-designed" bridges, preparation of study reports and analysis for bridge-type selection, specifications, cost estimating and review of shop/working drawings. Peter has also been responsible for the structural evaluation and design of municipal facilities, schools, pools, and parking garages.



## SPECIFIC PROJECT EXPERIENCE

**Green/Hudson Parking Garage Rehabilitation/Repairs, Albany, New York.** Project engineer responsible for preparing a condition report of the existing cast-in-place post-tensioned concrete parking garage. The report required an in-depth analysis and inspection of deterioration occurring at the concrete deck and beams at each level of the garage. Duties included the preparation of contract documents for the repair and rehabilitation of the existing four level parking garage.

**Columbia Street Parking Garage Rehabilitation/Repairs, Albany, New York.** Project engineer responsible for preparing a condition report of the existing prestressed concrete T-beam parking garage. The report required an in-depth analysis and inspection of deterioration occurring at the concrete deck and beams at each level of the parking garage. Prepared contract documents for the repair and rehabilitation of the existing two level parking garage.

**Bristol Water Department Maintenance Garage, Bristol, Connecticut.** Senior structural engineer responsible for the structural design of a maintenance garage for the Water Department. Work included the structural design of steel truss roof supported on masonry brick wall with a flow meter volume located 16 feet below the garage slab. Also included was the preparation of contract documents, technical specifications, and a construction cost estimate for this 1,200-square-foot building.

**USPS Postal Facility, Bronx, New York.** Senior structural engineer responsible for the design and modification of a United States Postal Service P&D Annex. Design included structural steel framing with cast-in-place concrete deck supporting a second floor drive-in loading dock, cast-in-place foundations for a first floor interior loading dock, and modifications and retrofitting of existing structure to support the additional loading requirements of the Postal facility. Responsible for preparation of contract documents and preliminary construction estimates.

**Emergency Medical Service Station #11 Rehabilitation, Manhattan, New York.** Senior structural engineer for performing visual field inspection, designing and developing details for repairs of deteriorated structural elements of the existing 18,000-square-foot three-story building. Responsibilities included the preparation of contract documents, technical specifications, and construction cost estimates.



## BACKGROUND

2015-Present  
Senior Project Manager/Lead  
Architect  
Weston & Sampson

2007-2015  
Principal Architect  
SEA / Kleinfelder

2003-2006  
Architect  
Ranere Associates, Inc.

2001-2002  
Consultant  
Paul Lukez Architecture

1998-2001  
Senior Project Manager  
Gorman Richardson Architects

1987-1998  
Partner  
Larkin Tenney Architects

1984-1987  
Project Architect / Project Manager  
Woo & Williams, Inc.

## EDUCATION

1984  
Masters of Architecture  
Massachusetts Institute of  
Technology

1977  
Bachelor of Arts  
Architecture  
Yale University

## PROFESSIONAL REGISTRATION

Professional Architect:  
Massachusetts No. 6688  
Connecticut No. ARI.0012264  
Maine No. ARI.0012264  
New Hampshire No. 4375  
Colorado No. ARC.00403003  
Texas No. 6688

## PROFESSIONAL AFFILIATIONS

American Institute of Architects  
Boston Society of Architects  
American Council of Engineering  
Companies (BEC co-chair)  
U.S. Green Building Council  
(LEED GA)  
NCARB (as IDP coordinator)

Dan is a senior project manager/lead architect at Weston & Sampson. He has over 30 years of experience in the design of new construction, the rehabilitation of existing structures, historic adaptation and re-use, commercial renovations, facilities assessments, project management, and planning. His project experience ranges from full building investigations to new building programming and design, exterior and interior rehabilitation, studies, reports, and campus planning.



## SPECIFIC PROJECT EXPERIENCE

### Water Treatment Plant, Hanover, Massachusetts.

Contract and technical reviewer for facilities assessment and upgrades at multiple buildings as part of a capital improvements plan for the town's water treatment infrastructure.

**Building Information Modeling / GIS Projects, Various Locations.** Principal architect on multiple projects using integrated BIM and GIS technologies, including renovations and new building projects, facilities assessments, and planning studies for federal, state, and municipal authorities and higher education clients. Provided planning and guidance for transition from AutoCAD 2-D design and production to full implementation of Revit-based 3-D BIM.

### DPW/Natural Resources Facility Schematic Design, Orleans, Massachusetts.

Lead designer and project manager for the development of site, building, and fueling facility designs for a consolidated Department of Public Works and Natural Resources facility to house nine separate town agencies within a new centralized structure.

**Norwalk Pulse Point, Norwalk, Connecticut.** Lead architect for the team that provided planning, permitting, and civil and architectural design services for a downtown "pulse point" facility for the Norwalk Transit District. Designed replacement for an open curb-side bus stop area with a new array of bus bays, sail-shaped translucent canopies, landscaping, seating areas, informational signage, improved drivers' facilities, and security features.

### Department of Public Works Relocations and Addition, Framingham, Massachusetts.

Provided concept development and BIM implementation for project visualization, programming, space planning, and coordination of civil, structural and architectural design, as well as daylight modeling for massing, sun shading, and curtain wall design. Addressed phasing strategies and temporary facilities to allow partial demolition and new construction within the existing building footprint in response to site, circulation, and environmental limitations. Provided for expanded operational space, new public and multi-use spaces, and a future emergency operations center.

### Addition and Renovations to the Western Massachusetts Women's Correctional Center, Chicopee, Massachusetts.

Lead architect for a multi-disciplinary team for the design and construction of a new independent medium-security housing unit, plus facility additions and renovations, for Massachusetts DCAMM, in close cooperation with the Hampden County Sheriff's Office.

## BACKGROUND

2010-Present  
Weston & Sampson  
CAD Manager

1989-2010  
J. Kenneth Fraser and Associates  
CAD Manager

## EDUCATION

Associate Degree  
Industrial Technology  
Hudson Valley Community College

Certified ArcCAD Training

Michael has 30 years of experience as a design and engineering technician. He is the Manager of the firm's Computer Aided Design and Drafting Department and technical staff. He has also assumed responsibility for the firm's technical production and quality control. His strict attention to detail makes him an asset to any project with which he is associated. Michael has been responsible for municipal mapping; water, sanitary, and storm sewer system design; and report production. During his years with the firm, he has become a highly valued resource and is responsible for developing high quality reports and technical drawings.



## SPECIFIC PROJECT EXPERIENCE

**Building Designs, Various Locations.** Project designer for the following facilities:

- Clubhouse/concession, West End ballfields, Colonie, New York
- Clubhouse and program shelter, Town Park, Halfmoon, New York
- Town Highway Department garage, Schodack, New York
- New Town Hall, Schodack, New York
- Upgrade of 1,200-square-foot building at sewage treatment plant, Bethlehem, New York
- 14,500-square-foot material recovery facility, Colonie, New York
- 14,000-square-foot material recovery facility, Fulton County, New York

**Facilities Projects, Various Locations, New York.** Project manager for a new office and restroom facility in Colonie, visual analysis of the Martin VanBuren Historic Site in Kinderhook, and the New Town Hall in Schodack.

**Utilities Renovation, Watervliet, New York.** Drafting and drafting supervision of many miles of urban street, water, and sewer main repairs and rehabilitation over a 2-year period.

**CAD Production for Infrastructure, Various Locations, New York.** Produced CAD drawings for several miles of street and infrastructure rehabilitation for the city of Watervliet and for water system improvements on Baker Avenue for the city of Cohoes.

**Distribution System improvements for Water Districts 1 and 3, Schodack, New York.** Provided services for construction of approximately 5,500 linear feet of 12-inch, 10-inch, 6-inch, and 4-inch diameter DIP water mains along with fire hydrants, valves and appurtenances. Also assisted with improvements to an existing pump house such as roof replacement, construction of an interior room, disinfection system, control system and well pump replacement. Provided construction services for a water system interconnection at a separate location, including a small wood-frame structure with back flow prevention, meter and automatic control valving, and the demolition of an existing well house, including removal of the structure, abandonment of wells, and removal of underground storage tanks.

## BACKGROUND

2014-Present  
Senior Electrical Engineer  
Weston & Sampson

2012-2014  
Electrical Engineer  
BVH Integrated Services

2011-2012  
Electrical Engineer  
AHA Engineering

2008-2011  
Electrical Engineer  
Wright Pierce

2005-2008  
Electrical Engineer  
AHA Engineering

2003-2005  
Electrical Engineer  
Earth Tech

2000-2003  
Electrical Engineer  
Richard D. Kimball

1995-2000  
Electrical Designer  
Camp Dresser & McKee

## EDUCATION

1997  
Bachelor of Science  
Electronic Engineering  
Wentworth Institute of  
Technology

Dan is a senior electrical engineer with more than 20 years of experience in the design of electrical systems for a wide variety of facilities, including colleges, laboratories, industrial, retail, mixed-use, municipal, healthcare, education, and other facilities. He has worked on projects from conception through construction, working closely with clients. His expertise extends to all aspects of project design, including system evaluations, load calculations, equipment sizing, code review, specification development, and construction administration.



## SPECIFIC PROJECT EXPERIENCE

**Town Hall Steam Boiler Replacement, Rhinebeck, New York.** Providing new individual space temperature control and associated steam traps for this 1930s vintage historic 10,000-square-foot town hall in the Hudson River valley.

**Pool Upgrade, Rosendale, New York.** Provided complete electrical design for an upgrade to the existing pool. Electrical design consisted of new power, lighting and fire alarm systems to the pool equipment room as well as a completely new grounding and bonding plan for the pool.

**Leominster Water Treatment Facility, Leominster, Massachusetts.** Electrical design for the complete renovation of the water treatment facility.

**Norton Water Treatment Plant, Norton, Massachusetts.** Electrical design for the complete renovation of the water treatment facility including all power distribution, campus security system, fire alarm systems, and lighting systems.

**Cooley Dickinson Hospital Medical Office Building, Northampton, Massachusetts.** Electrical design for the complete renovation of the existing medical office building including all patient exam rooms, MRI rooms, office space and waiting areas.

**Nantucket Wastewater Treatment Facility, Nantucket, Massachusetts.** Electrical design for the complete renovation of the wastewater treatment facility including all power distribution, campus security system, fire alarm systems, lighting systems and a roof-mounted solar system.

**Building Assessments, Shrewsbury, Massachusetts.** Prepared a detailed electrical report of the existing conditions for all electrical systems including power, lighting, fire alarm, security and tel/data within 10 of the town's buildings including schools, town hall, Police Station and Fire Station.

**Bridgewater Town Hall, Bridgewater State University, Massachusetts.** Electrical design for the complete renovation of the existing 75,000-square-foot Academy Building to turn the building into a town hall.

**Bay Path Vocational Technical High School, Charlton, Massachusetts.** Electrical design for the complete renovation of the existing 275,000-square-foot school.

**HVAC Renovation, Mount Hope Christian School, Burlington, Massachusetts.** Providing electrical design services for the HVAC renovation of the Mt. Hope Christian School.

## BACKGROUND

2009-Present  
Project Manager  
Weston & Sampson

2006-2009  
Associate  
Anchor Engineering Services, Inc.

2002-2006  
Project Manager / Senior  
Consultant  
Anchor Engineering Services, Inc.  
Glastonbury, Connecticut

2001-2002  
Senior Environmental Scientist  
Vanasse Hangen Brustlin, Inc.  
Middletown, Connecticut

1993-2001  
Project Scientist  
GEI Consultants, Inc.  
Hartford, Connecticut

1991-1993  
Environmental Scientist  
EnviroScience Consultants, Inc.

## EDUCATION

1990  
Bachelor of Science  
Environmental Earth Science  
Southern Connecticut State  
University

## PROFESSIONAL CERTIFICATION

Licensed Environmental  
Professional  
Connecticut (CT LEP #448)

Licensed Asbestos Inspector &  
Management Planner, Connecticut

Licensed Asbestos Project Monitor  
Connecticut

Licensed Lead Inspector Technician  
Connecticut

OSHA Hazwoper Training & Site  
Supervisor Training

Jeff, a Licensed Environmental Professional with more than 25 years of experience, is responsible for conducting and managing environmental investigations and remedial oversight activities, and for permit preparation for a variety of environmental projects. He has considerable experience in underground storage tank (UST) and above ground storage tank (AST) removals; building characterization and demolition; regulated and hazardous waste identification; contract administration; preparation and implementation of remedial action plans; and designing and implementing water quality monitoring programs at solid waste facilities.



## SPECIFIC PROJECT EXPERIENCE

### Hazardous Material Assessment, First Church, West Hartford, Connecticut.

Worked with an architect on the planned renovation and mechanical system upgrades of select areas within a church library. Inspected for asbestos-containing materials (ACMs), lead-based paint (LBP), polychlorinated biphenyl (PCB) containing equipment, and universal waste materials including mercury-containing switches and fluorescent light bulbs. Performed an evaluation of the indoor air quality for microbial growth (mold) and dust mite allergens. Summarized the results of the testing and inspections in a technical report, and used the information to prepare hazardous material abatement design documents and plans, and provide construction phase monitoring services (including abatement monitoring services).

### Building Demolition and Hazardous Material Assessment for Electrical Substation, Eversource, West Springfield, Massachusetts.

Project manager for the demolition of a two-story transformer repair house building for a major public utility (Eversource Energy). Coordinated inspections for asbestos-containing materials (ACMs), lead-based paint (LBP), universal waste materials, process equipment and piping filled with PCB-containing oils, PCB-containing building materials (caulking, glazing, etc.), and PCB-contaminated building materials (i.e. concrete floors, walls, etc.) caused by site operations.

### Environmental Services for Mill Redevelopment, Willimantic, Connecticut.

Provided environmental consulting services for the redevelopment of this seven-building mill complex situated along the east and western side of the Willimantic River in downtown Willimantic. Work included soil remediation, underground storage tank (UST) removals, asbestos and lead abatements, and chemical and transformer removals. Involved in all phases of the redevelopment plan, including the sampling and inventory of asbestos-containing materials and lead paint, and hazardous material abatement monitoring service.

### Air Monitoring at Waste Processing Facilities, Various Locations, Connecticut.

Performed periodic personal air monitoring for airborne asbestos and lead paint at CTDEEP-permitted solid waste processing facilities. Also inspected incoming solid waste loads for suspect asbestos-containing materials and lead-based paint.



**BACKGROUND**

2017-Present  
Vice President  
Weston & Sampson

2003-2017  
Project Manager  
Weston & Sampson

2000-2002  
Senior Project Manager  
Diversified Technology Consultants

1998-2000  
Project Manager  
Sailer Environmental

1995-1998  
Senior Project Scientist  
SEA Consultants

1991-1995  
Hydrogeologist  
Heyen Teale Engineers

John is a Registered Professional Geologist and Licensed Environmental Professional with nearly 25 years of experience in hydrogeologic assessments, contaminant investigations, and remedial design and oversight. He offers experience in the areas of geology, hydrogeology, water supply, contaminant assessment, and soil and groundwater remedial design. John has performed contaminant assessment in New York, Connecticut, Rhode Island, Massachusetts, Vermont, and New Hampshire. He has provided professional environmental services to industrial, federal, state, and municipal clients. John has been responsible for conducting Phase I, Phase II, and Phase III site investigations, environmental impact assessments, and contaminant assessments. He has also developed remedial action plans and overseen underground storage tank (UST) removals and conceptual design and installation of groundwater and soil remedial systems. John has been responsible for waste characterization and management programs, facility decontamination and decommissioning, and stormwater pollution prevention planning.

**EDUCATION**

1991  
Master of Science  
Geology-Hydrogeology  
Rensselaer Polytechnic Institute

1989  
Bachelor of Arts  
Geology  
Colgate University

**PROFESSIONAL REGISTRATION**

Licensed Environmental Professional: Connecticut No. 335  
Professional Geologist: Pennsylvania No. 001799G  
New Jersey DEP Certified for UST Subsurface Evaluation No. 0016177

**CERTIFICATIONS & TRAINING**

1991  
OSHA 1910.120 40-Hour  
Hazardous Waste Site Operations  
Training

1994  
USGS Modflow Training

1992-2002  
OSHA 1910.120 8-Hour Refresher  
Course

**SPECIFIC PROJECT EXPERIENCE****Environmental Assessment and Remedial Design, Various Locations, Northeast.**

Conducted over 100 Phase I/Phase II environmental site assessments in the states of Connecticut, New York, Vermont, Rhode Island, New Hampshire, and Massachusetts for numerous financial institutions, private owners, municipalities, developers, and attorneys. Assessments include test boring/monitoring well operations, groundwater and soil sampling, geophysical surveys, and report preparation.

**Contaminant Assessment and Remedial Design at Former Industrial Site, Port Chester, New York.**

Hydrogeologist for this contaminant assessment and remedial design on a 10+ acre parcel for a future developer. Delineated petroleum hydrocarbon contamination emanating from an UST tank farm on site. Defined impacts to both soil and groundwater were defined and designed a site-specific remedial approach

**CERCLA Removal Action, Tuckahoe, New York.**

Project manager for the coordination, management and oversight of waste characterization, repackaging, container tracking and off-site disposal of nearly 1,700 containers of hazardous and non-hazardous materials.

**South Main School Demolition, Monson, Massachusetts.**

Provided environmental services for the demolition of the former South Main School. Work included abatement of asbestos, excavation, stabilization, and off-site disposal of lead contaminated soil, and remediation of VOC-contaminated groundwater.

**Site Demolition, Shelton Economic Development Corporation, Shelton, Connecticut.**

Project manager responsible for oversight of the demolition of the former Rolfite building. Demolition activities included the abatement of asbestos and lead paint hazards prior to building demolition.

**Site Demolition, New Haven, Connecticut.**

Project manager for the oversight of building demolition conducted in preparation for the construction of a new school. Demolition activities included the assessment for asbestos, lead paint, and other hazardous building materials; and development of specifications for abatement.

## BACKGROUND

2008-Present  
Project Engineer  
Weston & Sampson

2008  
Site Design Engineer  
Civil 1

## EDUCATION

2008  
Bachelor of Science  
Civil Engineering  
(Minor: Science, Technology, and  
Society)  
Rensselaer Polytechnic Institute  
(RPI)

## PROFESSIONAL REGISTRATION

Professional Engineer:  
New York #086584

## PROFESSIONAL CERTIFICATIONS

NICET Level III  
Underground Utilities Construction -  
Water and Sewer Lines  
OSHA 10 Hour Construction  
OSHA 40 Hour HAZWOP

## HONORS

Connecticut Society of Civil  
Engineers, Member  
2008-Present

Project Lead the Way  
2000-2004

Joe provides design and inspection support on water/wastewater, transportation, traffic, and site engineering projects. He is proficient in engineering software programs, including AutoCAD, ERSI ARC GIS, RISA, PSpice, MiniTab, Maple, and Synchro.



## SPECIFIC PROJECT EXPERIENCE

### Chlorine Building Modifications, Village of Tuxedo Park, New York.

Project engineer for the renovation of a chlorine feed building at a wastewater treatment plant, which included replacement of chemical tanks, pumps, piping, and the building's HVAC system, as well as structural redesign and electrical layouts. Prepared contract documents, construction specifications, and design drawings in conformance with NYSDEC and 10 State Standards. Coordinated the bidding process, reviewed bids, provided bidder recommendation, coordinated construction, and reviewed shop drawings.

### Fuel Tank Replacement, Sullivan West Central School District, Jeffersonville, New York.

Resident representative and project manager for the fuel tank replacement at the Sullivan West Elementary School, which included demolition of an existing underground fuel oil tank and associated piping, pumps, and controls; installation of a new tank, pipes, pumps, and monitoring system; pavement repair; and site grading. Responsibilities included coordination with the School District, project architect, and contractor.

### Ulster County BOCES Site Improvements, Port Ewen, New York.

Provided site engineering services for improvements to the campus, including parking lot reconstruction, ADA-compliant walkways, drainage improvements, a stormwater pollution and prevention plan and NYSDEC stormwater permitting, an outdoor seating area, planting design, and utility design.

### Site Design for New Fire Station, Defreestville, New York.

Provided site engineering services for the construction of a new fire station, including the parking lots, ADA-compliant walkways, drainage improvements (stormwater treatment and management systems), Stormwater Pollution and Prevention Plan and NYSDEC stormwater permitting, an outdoor seating pavilion, and planting and utility design.

### East Village Water Main Replacement, Village of Tuxedo Park, New York.

Project engineer for the design and permitting of a water main replacement under a state road, railroad, river, and thruway using multiple approaches, including pipe bursting and traditional open trench installation.

### West Lake Road Water Main Replacement, Village of Tuxedo Park, New York.

Project engineer for the design and permitting of a water main replacement.

### Clubhouse Road Water Main Replacement, Village of Tuxedo Park, New York.

Project engineer for the design and permitting of a water main replacement involving 900 linear feet of 8-inch ductile pipe, two wet taps, installation of two line valves, restoration of services for 20 users, asphalt pavement repair, abandonment of an existing 6-inch water main, and installation of a temporary, above ground water system during construction.

## BACKGROUND

2017-Present  
Vice President  
Weston & Sampson

2007-2017  
Team Leader  
Weston & Sampson

2006-2007  
Project Manager  
Weston & Sampson

1992-2006  
Gannett Fleming

## EDUCATION

1992  
Bachelor of Science  
Civil Engineering  
Villanova University

## PROFESSIONAL REGISTRATION

LEED® Accredited Professional

## PROFESSIONAL TRAINING

10-Hour OSHA Construction Safety  
Training. # 001424873

With more than 20 years of experience, Jeffrey specializes in the planning, design, and construction of municipal Department of Public Works facilities. He has served in a project management and engineering role for more than 100 DPW facility related projects throughout the Northeast. Work assignments involve collecting data, performing concept studies and preliminary and final designs, and providing construction-phase services.



## SPECIFIC PROJECT EXPERIENCE

### Renovations and Additions to Existing DPW Facility, Falmouth, Massachusetts.

Project manager for the design of renovations and additions to the existing Falmouth DPW facility. Interviewed DPW personnel to develop a space needs assessment for the facility.

**New DPW Operations Facility, Franklin, Massachusetts.** Project manager for planning, design, and construction-phase services for a new 32,000-square-foot public works facility and the renovation of 22,000 square feet of existing garage space. Provided spaces for administration, vehicle maintenance, indoor storage of construction vehicles, shop operations, and the storage and handling of materials.

**Lowell Regional Transit Authority, Lowell, Massachusetts.** Civil engineer for renovation of existing operations and maintenance facility.

**New/Renovated Department of Public Works Facility, Chelmsford, Massachusetts.** Project manager for the programming, design, and construction administration for the renovation/expansion of a 90,000-square-foot warehouse to support DPW operations. To secure the town's approval, programmed and designed the project in phases. Initial phases completed include office/employee facilities, trade shops, vehicle storage, and a salt storage structure. Remaining phases (to be constructed pending funding) include a vehicle maintenance area, vehicle wash, and fueling facility.

**New Department of Public Works Facility, Hopkinton, Massachusetts.** Project manager for the programming and design of a new 43,000-square-foot public works facility to replace the town's outdated DPW facility on a surrounded on three sides by wetlands. Design included obtaining approval from the local Conservation Commission for improvements associated with the new facility. Project includes a two-story office/employee support building with space for trade shops, vehicle maintenance, vehicle wash, and vehicle/ equipment storage, as well as a new salt storage structure and a new fueling facility. Work included development of a temporary operations plan to allow the DPW to vacate the site during construction and relocate to temporary facilities, enabling DPW operations to continue throughout the construction period.

**Public Works Facility Evaluation, Springfield, Massachusetts.** Prepared a cost/benefit analysis associated with the construction of a new public works vehicle storage garage to protect the city's multi-million-dollar fleet of vehicles and equipment.

Weston & Sampson offers interdisciplinary design, engineering, and environmental consulting, as well as operations, maintenance, and repair services. Innovative and reliable, we've worked to improve the communities where you live, work, and play for more than a century.

restore

enhance

sustain

maintain



## TRANSPORTATION

### Highway & Local Road Design & Engineering

- Traffic planning and engineering
- Bridge Design
- Hydrology, Hydraulics, and FEMA
- Regulatory Coordination & Permitting (Federal, State & Municipal)
- Corridor and roadway improvements
- Signals and intersections
- Sidewalks and parking lots
- Causeways and streetscapes
- Bike paths including rail-trail designs
- Community facilitation and public participation



## DRINKING WATER

### Supply, Treatment, & Distribution

- New source approvals
- Well development
- Treatment plant improvements and new facilities
- Pilot studies
- Distribution system master plans and mapping
- Water storage tanks
- Booster stations
- Rate and meter replacement studies
- Cleaning and lining
- Unidirectional flushing programs

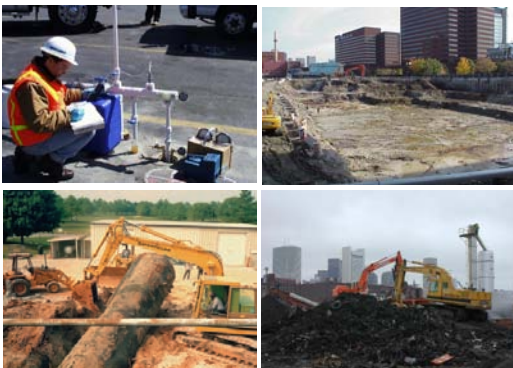


## WASTEWATER

### Planning, Collection, Treatment, & Rehabilitation

- Treatment plant improvements and new facilities
- Pump stations
- Infiltration/Inflow (I/I) & Sewer System Evaluation Survey (SSES)
- Innovative and alternative systems
- Needs assessments and decentralized planning
- Hydrogeologic investigations
- New sewer and septic systems
- Supervisory Control and Data Acquisition (SCADA)
- Betterment assessment and user fee support





## ENVIRONMENTAL CONSULTING

### Hazardous & Solid Waste

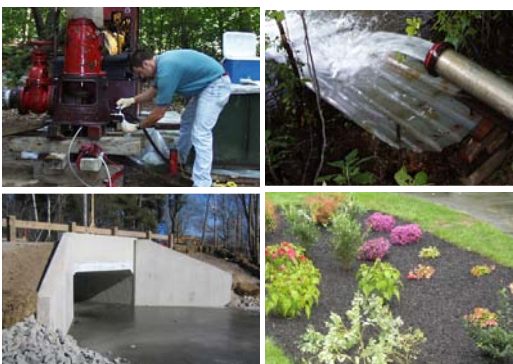
- Site assessment
- Remediation study, design, and construction services
- Demolition and hazardous materials
- Risk assessment
- Brownfields assessment, remediation, and redevelopment
- Emerging contaminants
- Emergency response
- Landfill closures, expansions, and post closure re-use
- Environmental monitoring
- Transfer stations and recycling and composting facilities



## SITE/CIVIL DEVELOPMENT & SURVEY

### Low Impact Development (LID), Smart Growth, & Cluster Designs

- Planning and pre-development support
- Low Impact Development (LID), smart growth & cluster designs
- Conceptual design and land use planning
- Permitting and natural resource protection
- Roadway/utilities/drainage; environmental assessment/remediation; landscape architecture
- Construction management
- Design/Build/Operate for water/wastewater
- Property boundary, planimetric, topographic, bathymetric, and ground control surveys
- Aerial photogrammetry, mapping, and land record research



## STORMWATER & SURFACE/ GROUNDWATER

### Water Resource Protection, Water Quality, & Flood Control

- Pipeline, culvert, and channel analysis/improvements and watershed management studies
- Treatment system and drainage pump station installation/replacement/ rehabilitation design
- EPA Phase II compliance and Best Management Practices
- Nutrient loading studies and Total Maximum Daily Loads (TMDLs)
- Wetland protection and replication, permitting, and public bidding
- Construction administration/resident representation
- Rain gardens, green/LID practices, and retention/detention basins
- Stormwater recovery and reuse



## ENERGY/SUSTAINABILITY/RESILIENCY

### Sustainable, Adaptable, and Resilient Infrastructure Solutions

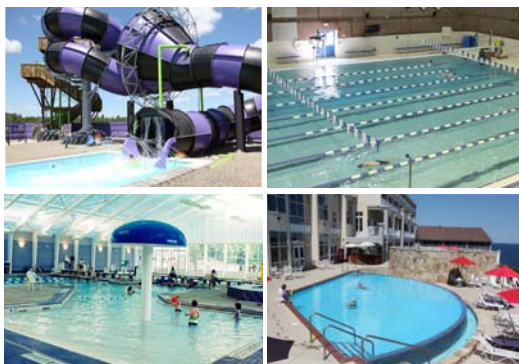
- Renewable energy resource evaluation
- Site feasibility analysis
- Project development and procurement
- Environmental permitting and resource management
- Site engineering / LEED & LID designs
- Infrastructure and coastal resiliency
- Energy audits/design/construction
- Cost estimating
- Public outreach
- Construction oversight



## LANDSCAPE ARCHITECTURE

### Visioning & Implementation

- Recreation (parks, playgrounds, ball fields/stadiums, skate parks, wet spray play areas)
- Streetscapes (including context sensitive designs)
- Urban design (city/town commons, plazas, and parks)
- Open space projects and nature trails
- Historic restoration
- Waterfronts and riverwalks
- College/university facilities
- Monuments/memorials
- Public participation



## AQUATICS

### Waterpark, hospitality, municipal, academic, and international services

- Master planning
- Facility evaluation
- Schematic, mechanical, structural, and electrical design
- Waterpark design and theme development/design
- Competition/collegiate-level, rooftop, resort/hotel, and municipal/institutional pools
- Fountain, splashpad/spray park, and multi-generational facility designs
- Construction management, maintenance, and repair
- Operations and equipment



## GEOTECHNICAL, STRUCTURAL & FACILITIES

### Public/private site and building development

- Shallow and deep foundations and substructure design
- Trenchless technologies, deep excavation, soil improvement, and groundwater control
- Geotechnical instrumentation and monitoring / rock blasting and vibration monitoring
- Structural framing for new construction and additions
- Engineering design for dams, dikes, embankments, retaining walls
- Design, coordination, and monitoring of subsurface exploration programs
- Stability analyses, subsurface investigations, condition inspections/assessments
- Structural restoration and rehabilitation
- DPW facility programming/design, fleet operations, and industrial equipment selection
- Cost/feasibility studies, and construction administration/observation



## MEP/ENERGY

### Traditional HVAC/Mechanical, Electrical, Resource Conservation, Distributed Energy

- Engineering and design
- Resource conservation
- Energy, water, operations and materials
- Distributed Energy
- Generation, cogen, steam, chilled water, renewables
- Audits and feasibility assessment
- System optimization
- Construction oversight
- Owner's representative

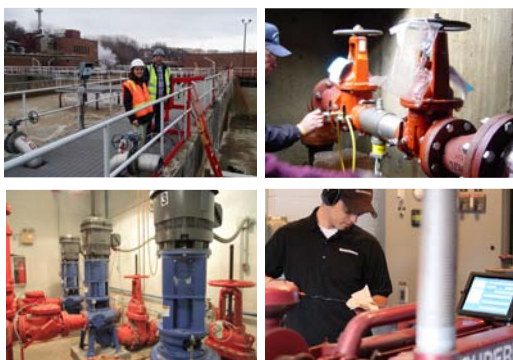




## CONSTRUCTION & CONSTRUCTION MANAGEMENT

### Contracting, Design, Supervision/Oversight, Maintenance, & Repair

- Construction engineering, inspection, management/administration, resident representation, and oversight
- Construction contracting and design/build services
- Swimming pool design, construction, upgrades, maintenance, and repairs
- Electrical/instrumentation services (pumps, motors, controls, valves, pipes, HVAC, filters, drains)
- Preventative maintenance, troubleshooting, and 24x7 emergency repairs
- Shop drawing, constructability, and construction claim reviews
- Field consultations
- Change order negotiation
- Accurate bidding and construction documents
- Community/public relations



## OPERATIONS, MAINTENANCE & TRAINING

### Licensed Engineers/Tradespeople, Certified Operators, & Expert Technicians

- Repair and maintenance services (preventive, scheduled, and emergency corrective)
- 24x7 emergency response
- Contract operations for public/private facilities
- Cross connection programs and surveys
- Backflow device testing, repair, and installation
- Swimming pool operation, maintenance, and repair
- Unidirectional flushing (UDF) programs and services
- On-the-job and classroom training



## TECHNOLOGY

### Data and Resource Management Solutions & GIS/GPS

- Needs assessments and pilot programs
- iDataCollect<sup>SM</sup> field data collection platform
- GPS mapping and asset locating services & web-based GIS
- Supervisory Control and Data Acquisition (SCADA) and Instrumentation and Controls (I&C)
- Database management and data model integration and compliance
- Record digitization/data conversion and document access management
- Infrastructure modeling and design/build services
- Resource integration and optimization, facilities management planning, and project implementation
- Hardware/software acquisition, application development, mobile data platforms, and cloud-based solutions
- Training, startup, technical support, and energy conservation services






transform your environment

800.SAMPSON

westonandsampson.com

Weston & Sampson has experience working on buildings of historic character and in architecturally and environmentally sensitive areas. Our in-house architects also have experience meeting the needs of projects in historic districts. In the following table, we highlight selected building projects that have relevance to your project.

We would be pleased to provide any additional information about our projects upon request.

Experience with Historic Building / Site Projects	
	<p><b>City of Albany, New York</b> <b>Structural/Architectural Gatehouse Improvements</b></p> <ul style="list-style-type: none"> <li>▪ Assessment and design of improvements to two gatehouses at the Loudonville Reservoir constructed in the early 1900s</li> <li>▪ Repointing of masonry, new windows, building envelope, lighting and grating/ floor penetrations</li> <li>▪ Instrumentation for chlorine measurement and system monitoring and recording</li> </ul>
	<p><b>City of Albany, New York</b> <b>New Rechlorination Building</b></p> <ul style="list-style-type: none"> <li>▪ Design of a new rechlorination building</li> <li>▪ Brick structure, hip roof, monorail system, and chlorine storage and injection, monitoring and recording</li> </ul>
	<p><b>City of Cambridge, Massachusetts</b> <b>Cambridge Reservoir Gatehouse Improvements</b></p> <ul style="list-style-type: none"> <li>▪ Design, bidding and construction phase services for the Winter Street and Trapelo Road Gatehouses</li> <li>▪ Structural and architectural improvements</li> <li>▪ Replacement of sluice gates and stoplogs</li> </ul>



## Experience with Historic Building / Site Projects



**City of Peabody, Massachusetts  
Coolidge Avenue Water Treatment Plant  
Improvements**

- Historic building renovation
- Replication of original building windows
- Addition to original building



**Town of Wellesley, Massachusetts  
Wellesley Hills Library Building Repairs**

- Historic building renovation
- Wellesley Historic Commission



**Boston Water & Sewer Commission  
Back Bay Fens Gate House Renovation**

- Historic building renovation
- Located in F.L. Olmstead's Emerald Necklace
- Functional gate system and building repairs



**Town of Nantucket, Massachusetts  
Surfside Road Pump Station**

- Design by Weston & Sampson in 1985
- Architecture designed to blend with local building styles

## Experience with Historic Building / Site Projects



**Town of Winthrop, Massachusetts  
Police Station Renovation –  
Metcalf Square Post Office Building**

- Historic building renovation
- National Historic District



**CCRTA – Hyannis, Massachusetts  
Hyannis Transportation Center Analysis and  
Repairs**

- Building renovation
- Specialized materials
- Analysis of building envelope



**City of Somerville, Massachusetts  
East and West Branch Library Study**

- Historic building
- State and National Register



**City of Quincy, Massachusetts  
The Strand Pump Station**

- Architectural treatment for coastal neighborhood
- Resilient design of building in coastal flood zone



**City of Newburyport, Massachusetts  
WWTF Operations Control Building**

- Architecture to complement area
- Maintain sight lines to water
- LEED® designed building
- Incorporated Harborwalk access
- Resilient design in flood zone

Weston & Sampson has also completed numerous hazardous materials abatement projects, including those involving lead abatement, permitting support, and work within historic structures. The table on the following page summarizes our relevant work on selected projects.

## Experience with Hazardous Materials Abatement Projects


**Sullivan West Central School District  
Jeffersonville, New York  
Fuel Oil UST Replacement**

- Design, bidding and construction phase services for this fuel oil underground storage tank replacement
- Soil remediation and tank closure report preparation.
- NYSDEC bulk petroleum storage permit modifications


**Western Massachusetts Electric Company  
Transformer Repair House  
Environmental Services**

- Evaluation of hazardous materials, including asbestos-containing building materials, lead-based paint, PCB-containing materials, mercury-containing controls/switches, and fluorescent lights
- Demolition of a transformer repair house
- Technical specifications to abate and/or remediate hazardous building materials


**City of Holyoke, Massachusetts  
Hazardous Materials Removal at the Former Hart  
Wool Combing Site**

- Abatement design services for the former Hart Wool Combing Site.
- Buildings containing asbestos-containing materials, lead-based paint, hazardous building components, bulk hazardous material, and chemical storage containers


**City of Springfield, Massachusetts  
Chapman Valve Manufacturing Facility  
Demolition and UST Removal**

- Former ship valve manufacturing facility
- Site investigation and abatement of hazardous materials
- Design, cost estimating, contract administration, and construction oversight



## PROJECT UNDERSTANDING

The City of Newburgh's Washington Lake Raw Water Intake Gatehouse is in need of rehabilitation. While the brick exterior and most of the brick interior are in reasonable shape, several areas require attention:

- Deterioration of the wood frame and asphalt shingle roof (much of which was a repair/replacement for the original) to the point where it has a large hole
- Many missing shingles and fascia trim
- Exposed roof decking
- Wood windows and doors in poor condition
- Presence of lead in paint on the interior walls, three existing steel beams, and part of the roof



The City recently installed a new level sensor and will be installing a new electrical panel, intake screens, and screen hoists within the building. The City's budget is limited for this work and, as such, the scope of work is also limited to:

- Repair/replacement of the roof structure and deck
- Mitigation of the interior lead paint
- Refurbishment or replacement of the windows and rear door, as appropriate
- Replacement of the main access metal roll-up door with a new electrically operated roll-up door
- Addition of interior and exterior lighting with associated electrical conduit and wiring, including a power feed for new hoist equipment to be procured separately by the city

The exterior walls of the building are in good condition and therefore no work is anticipated here except for incidental repair of any brick damaged during the work.

The facility is a simple small, single-room brick structure with basic power and light requirements to support minor mechanical equipment and occupancy. Most of the design work involves development of simple descriptive plans with appropriate architectural details and complete technical specifications including hazardous materials handling and disposal requirements. Provisions for protection of the lake from demolition and construction debris and contamination will also need to be specified.

During development of the design and construction specifications, the implementation and execution of the proposed repairs and lead remediation must be considered, and construction documents prepared that support the lowest cost approach that meets regulatory requirements. The design, therefore, must consider encapsulation of paint, rather than total removal, since all the interior walls, steel hoist beams, windows, and portions of the roof are painted, and it could be costly for paint to be removed in its entirety, and doing so may be a higher risk option.

In addition, the access to the structure is limited to a narrow steel foot bridge approximately 35 feet long at the end of a longer earth causeway allowing only single vehicle lane access. The structure itself is free-standing within the lake, which is a drinking water source. Access for a crane or other mechanical lift equipment large enough to facilitate the work from shore is prohibitive, and limits the available approaches to demolition and construction to smaller portable mechanical equipment, hand-held tools and manual labor. Protection of the lake from debris and contamination will also likely require some innovative thinking particularly relative to the roof removal.



Weston & Sampson has successfully designed and managed the construction of similar demolition and construction work on historic buildings and facilities that sometimes require unique approaches to protect existing structures and facilities. We have several viable approaches that could be employed for this project and will structure the specifications to support those approaches.

## SCOPE OF SERVICES

Weston & Sampson proposes to provide the following design-related services for the upgrade of the Washington Lake Intake Gatehouse.

### Project Kickoff Meeting/ Data Gathering/ Permitting Needs Confirmation

The City has provided the existing original design drawings for the structure, and hazardous materials investigations have been completed indicating only the presence of lead paint on the building interior surfaces. Due to the building simplicity, little more than field confirmation of certain details is necessary. A more significant concern is the extent of permitting requirements due to the location and age of the building. Protection of the lake during demolition and construction activities is expected to be the most critical consideration and may involve permitting or, at a minimum, review and approval from the Department of Health and perhaps NYSDEC relative to project execution and lead paint mitigation approach. In addition, because of his historic nature, SHPO will (at a minimum) need to be informed and likely comment on the design. The only significant visual change to the building will result from the City's desire for metal roofing. We do not anticipate significant objection on this from SHPO as metal roofing in a number of forms has been used historically on similar buildings, and the distance from "visual receptors" that could be impacted by the change is significant. With reasonable choice of color and style, this is not likely to require special consideration. Each of these agencies will need to be informed of the project and their level of involvement confirmed.

Therefore, we propose to conduct an initial site visit to field confirm various physical building information to support design. We believe it would also be beneficial to invite a representative from each of the agencies mentioned to participate in a short site walk to discuss the extent to which they are to be involved. In our experience, this is the best way for agency personnel to understand the project in context. Our scope includes a site visit to obtain any necessary field information and coordination, and attendance at a project kickoff meeting with the City, to which agency representatives would be invited. We anticipate performing the field inspection and kickoff meeting on the same day if possible. However, given the proximity to the site of our Hopewell Junction office, if scheduling doesn't allow this in a timely manner, our project manager can be available any time to meet with representatives as necessary.

We will reach out to these agencies immediately upon authorization by the City to confirm availability and schedule a meeting. Regardless of their availability, if selected, we will seek to schedule the kickoff meeting with the City within 2 weeks of notice to proceed.

### Detailed Design

The available record documents have already been provided and, therefore, if selected, we will also commence development of a proposed construction approach and detailed design documents almost immediately upon notice to proceed. The detailed design will include the following items:

- Demolition and reconstruction of the entire existing roof and wood structure above the top level of the brick walls. New roofing material shall be metal, with a color option at the City's discretion. The demolition of the roof shall include appropriate mitigation of lead paint.
- Replacement of the existing manually operated roll-up metal door at the entrance of the gatehouse with a new metal roll-up door which shall be electrically actuated with access via a security keypad on the front exterior face of the gatehouse.

- Sandblasting, chemical or other paint removal method on the three overhead steel beams and or removal and replacement and specifications for surface preparation and repainting in either case. Demolition of the existing steel beams, if more cost effective, shall include appropriate mitigation of lead paint.
- Tuck pointing of any loose brick encountered within the interior of the intake structure.
- Electrical plans for new breakers, wiring, and light fixtures on both the interior and exterior of the structure; several duplex receptacles inside and power feeds to supply the new electric beam trollies; and hoists to be procured and installed by the City. New breakers will be installed within the new 100-amp, 240-volt electrical panel inside the gatehouse, with both the panel and service being provided separately by the City.
- Removal of any loose paint on the interior of the structure including appropriate mitigation of lead paint. Based on our initial site visit, the extent of the paint, and the fact that most of it generally appears to be well adhered, we anticipate that encapsulation will be the least costly approach; however, complete removal will be considered if required.

The City has already conducted the necessary hazardous materials testing, and therefore our scope does not include any further testing, abatement, or remediation of additional environmental hazards beyond the lead paint identified by the City in the RFP.

#### *50% Submittal*

We will summarize our design in preliminary specs and drawings, provide product cut sheets for the available equipment options, and provide a general construction plan which will be submitted to the City for review as our 50% deliverable. We will then meet with the City to present these plans for discussion, and obtain direction on the approach for moving forward. We will also, upon approval from the City, share these with the involved agencies mentioned to obtain their preliminary feedback. Permitting services are discussed further below.

#### *90% Submittal*

Once comments from the City have been received, the design will be advanced to a 90%, incorporating the City's comments and any input from regulatory agencies. The 90% documents will then be submitted to the City for review and final comments. We anticipate the documents will include:

- Complete design drawings with necessary plans, sections, and details that clearly depict the work
- An electrical drawing including one-line diagram for the required work
- Construction specifications that clearly establish the environmental protection requirements for the project and suggested methodologies
- Construction specifications that fully describe the quality of the equipment and materials and control of the work
- Draft EJCDC "front end" documents including:
  - Advertisement for Bids
  - Information for Bidders
  - Bid Form, Agreement
  - Performance Bond
  - General and Special Conditions
  - Standard Agreement for Construction Services

We anticipate the City will provide any other related specific agreement forms or other documents required to be included in (or replace) the standard EJCDC contract documents.

We will meet with the City to review final comments and gain concurrence on final revisions to the documents. We will then incorporate comments from the City as appropriate. Our cost proposal is based on addressing one consolidated set of 90% comments from the City.

#### *Final Documents*

Weston & Sampson will then assemble the design documents into the 100% bid set incorporating the City's comments. Our cost proposal anticipated providing two paper copies of the bid documents and an electronic set of documents for the City's use in bidding.

#### **Bidding Phase**

We understand that the City will advertise and post the documents on their website for bidders.

Once the project has been advertised for bid, Weston & Sampson will:

- Attend the pre-bid meeting at the site.
- Prepare and distribute responses to comments from bidders through the City.
- If requested, attend the bid opening.
- Review bids for completeness, sufficiency of qualifications, and price, and provide a recommendation for award to the City. We understand the City will receive bids and forward copies to Weston & Sampson.

After receipt of bids and recommendation of award, Weston & Sampson will be available to answer questions from the City on technical issues that may arise during the final negotiation and contract execution process.

#### **Construction Phase**

Once the construction contract is in place, Weston & Sampson will provide shop drawing and submittal review services. As specified in the RFP, our proposal does not include construction project oversight, management, or inspection.

#### **Permitting/Regulatory Coordination**

As noted previously, given the fact that the gatehouse sits directly in Washington Lake, a public drinking water source, we anticipate that while there is no specific permit required by the Department of Health, they will (at a minimum) want to review and comment on the project plans and specifications. Weston & Sampson is familiar with coordinating work with DOH and is prepared to provide support to the City in doing so to obtain project approval.

The structure is a historic building and as such the SHPO must be given notice of the work. We do not anticipate that SHPO will object to the project due to several factors:

- The roofing has already been replaced once.
- Other changes to the building's visual appearance (windows and doors) will be designed to match the existing to the extent possible.
- The roof level of deterioration is significant.
- There is very limited visual impact due to the access restrictions and distance from visual receptors.

Nevertheless, we will provide them with plans and specifications as well as a brief project narrative on the City's behalf, to obtain project approval.

.....

While lead paint mitigation is required here, the EPA Lead Abatement Rule requirements do not directly apply to these types of structures and, therefore, we do not anticipate that there are any special coordination requirements with EPA. As such, our proposal does not include any coordination with EPA or the State on this issue. We will confirm any other possible involvement of NYSDEC, but we do not envision any special permits are required from them.

Lastly, we expect that the City will coordinate internally with regard to City Building Department Review and permitting.

Our cost proposal does not include payment of any permitting fees by Weston & Sampson. We assume any necessary permitting fees will be paid directly by the City or the construction contractor as appropriate.

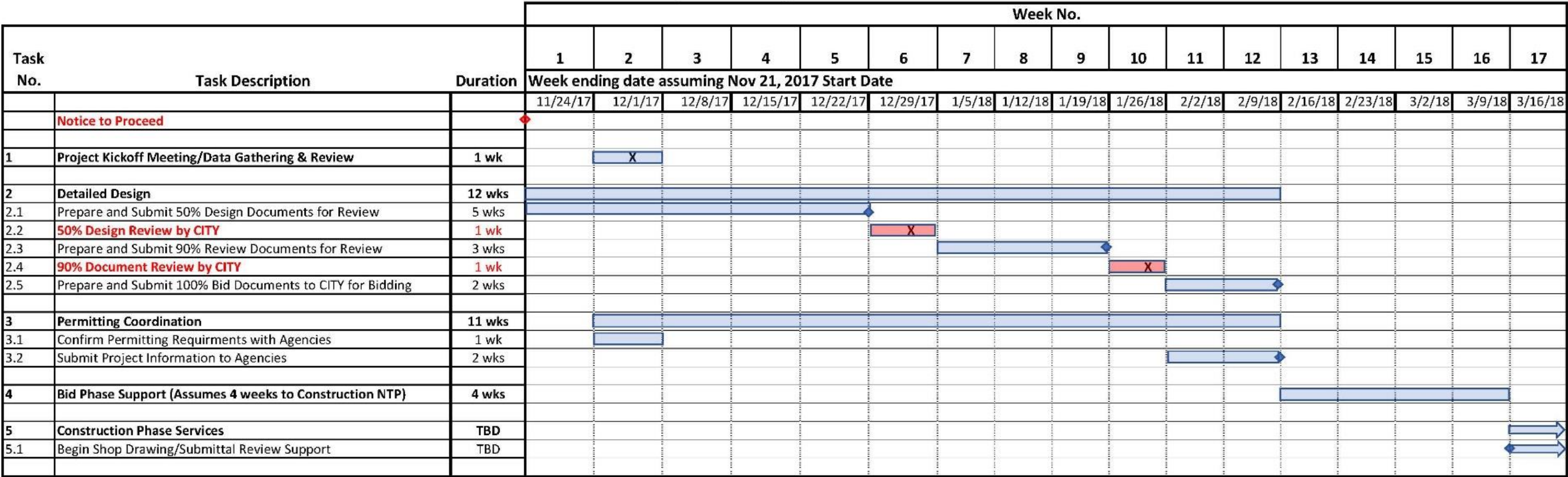
## PROJECT SCHEDULE

Our proposed project schedule of project deliverables (50%, 90% and final drawings) is shown on the following page. As required, this schedule assumes a November 21, 2017 start date and allows approximately a one-week duration for City review between submittal milestones.

.....



City of Newburgh, NY - Rehabilitation of the Washington Lake Intake Gatehouse  
Proposed Project Schedule



- Legend
- Task Duration
  - Submittal Date
  - Meeting
  - CITY's Responsibility

## IN-HOUSE SERVICES

As a multidiscipline, full-service firm, Weston & Sampson will provide all services in-house. We do not anticipate using any subconsultants at this time.

## INSURANCE

We have also provided a copy of our current insurance certificate for your review. Upon selection, we will work with you to ensure appropriate coverage for this contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central Street  Natick MA 01760		<b>CONTACT NAME:</b> Construction <b>PHONE (A/C No. Ext):</b> (508) 651-7700 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> WESTON & SAMPSON PE, LS, LA, PC WESTON & SAMPSON LAND SURVEYORS, INC 5 Centennial Drive Peabody MA 01960		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great Divide Insurance Co</td><td>25224</td></tr><tr><td>INSURER B:</td><td>Starr Indemnity &amp; Liability Co.</td><td>38318</td></tr><tr><td>INSURER C:</td><td>Lexington Insurance Co.</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Divide Insurance Co	25224	INSURER B:	Starr Indemnity & Liability Co.	38318	INSURER C:	Lexington Insurance Co.		INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

## COVERAGES

CERTIFICATE NUMBER: MASTER 2017.5 PROF LIAB

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GLP200736514	1/1/2017	1/1/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person) \$ 15,000				
	<input checked="" type="checkbox"/> Contractual Liability	PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> coverage per policy form	GENERAL AGGREGATE \$ 2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG \$ 2,000,000					
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		MAA2007361-14 MA	1/1/2017	1/1/2018	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BAP2007360-14 AOS	1/1/2017	1/1/2018	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> \$1,000 DED					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		1000022452	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WCA200737014	1/1/2017	1/1/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY		031710990	7/3/2017	7/3/2018	PER CLAIM \$3,000,000
						ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

"PROPOSAL USE ONLY"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/PMA

ACORD 25 (2010/05)

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INS025 (201005) 01

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Weston & Sampson proposes to perform the scope of work as specified herein for a total not to exceed, without prior written authorization, **lump sum fee for labor and expenses of:**

**\$14,500.00 (Fourteen Thousand Five Hundred dollars).**

Our fee does **not** include the following items as noted in our scope of work:

- Testing, abatement, or remediation of additional environmental hazards beyond the lead paint identified by the City in the RFP
- Construction project oversight, management, or inspection
- Payment of any permitting fees

# NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF New York )  
COUNTY OF Albany ) SS

I, JEFFERY F. BUDROW of the (City, Town Village) of COLONIE  
in the County of ALBANY in the State of NEW YORK,  
of full age, being duly sworn according to law on my oath dispose and say that:

I am JEFFERY F. BUDROW, an officer of the firm of WESTON & SAMPSON P.C.S., L.A., P.C.  
the vendor making the Proposal for the above named work, and that I executed the said Proposal with  
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise in connection with the above named work; and that all  
statements contained in said Proposal and in this affidavit are true and correct, and made with the full  
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in  
said Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure  
such Contract upon an agreement or understanding for a commission, percentage, brokerage or  
contingent fee, except bona fide employees or bona fide established commercial or selling agencies  
maintained by N/A. (Name of Agency)

Subscribed and sworn to by: \_\_\_\_\_

(Signature - in Blue Ink)

JEFFERY F. BUDROW

(Print or type name and title of individual that signed above)

Before me this 10<sup>th</sup> day

of October, 2017

Amy B Patton  
(Notary Public Signature)

Notary Public of State of New York

My commission expires May 28 2021

Affix Notary Stamp/Seal

AMY B PATTON  
NOTARY PUBLIC STATE OF NEW YORK  
ALBANY COUNTY  
LIC. # 01PA6282863  
COMM. EXP. 5/28/21

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

Form 'A'

## Acknowledgement of Addendum No. 2

Request for Proposal

RFP #19.17

for

Professional Engineering Services

for the

Rehabilitation of the Washington Lake Intake Gatehouse

I, JEFFERY F. BUDROW, acknowledge receipt of the above-referenced Addendum dated Wednesday, October 11, 2017 and agree that he/she is bound by all Addenda, whether or not listed herein, and has taken the information contained therein into consideration in preparing our response to the above Proposal.

By:

[Signature]

Signature of Proposer (in blue ink)

Date:

10/11/2017

WESTON & SAMPSON PE, LS, LA, PC

Name of Proposer

WESTON & SAMPSON PE, LS, LA, PC

Proposer's Business Name

Form 'A'

# Acknowledgement of Addendum No. 3

Request for Proposal

RFP #19.17

for

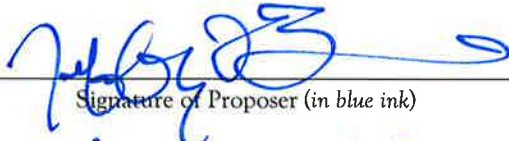
Professional Engineering Services

for the

Rehabilitation of the Washington Lake Intake Gatehouse

I, JEFFERY F. BUDROW, acknowledge receipt of the above-referenced Addendum dated Thursday, October 12, 2017 and agree that he/she is bound by all Addenda, whether or not listed herein, and has taken the information contained therein into consideration in preparing our response to the above Proposal.

By:



Signature of Proposer (in blue ink)

Date:

10/12/2017

WESTON & SAMPSON PE, LS, LA, PC

Name of Proposer

WESTON & SAMPSON PE, LS, LA, PC

Proposer's Business Name



Weston & Sampson<sup>SM</sup>

Weston & Sampson, PE, LS, LA, PC  
1 Winners Circle, Suite 130, Albany, NY 12205  
Tel: 518-463-4400

City of Newburgh  
Comptroller's Office  
83 Broadway, Fourth Floor  
Newburgh, New York 12550  
Attention: Kathryn Mack, City Comptroller

Re: RFP #19.17  
Rehabilitation of the Washington Lake Reservoir Intake  
Gatehouse



10:20am

A handwritten signature in blue ink, appearing to be "K. Mack".



AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN THE  
CITY OF NEWBURGH, NEW YORK  
AND  
WESTON & SAMPSON, PE, LS, LA, PC

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The City of Newburgh, NY**, hereinafter called the OWNER and WESTON & SAMPSON, PE, LS, LA, PC, with offices at 2537 Route 52, Building 3, Suite 1, Hopewell Junction, NY 12533, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described

**Preparation of signed and sealed plans, specifications, and bid documents for the Rehabilitation of the Washington Lake Intake Gatehouse**

hereinafter called the PROJECT.

- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

**ARTICLE 2 - SCOPE OF SERVICES**

**2.1 PROJECT KICKOFF MEETING/ DATA GATHERING/ PERMITTING NEEDS CONFIRMATION**

ENGINEER will conduct an initial site visit to field confirm various physical building information to support design and attendance at a project kickoff meeting with the City.

We will upon approval of the OWNER contact applicable permitting agency representatives and invite them to participate in the kickoff meeting/site walk to gain preliminary confirmation of permitting requirements.

**2.2 DETAILED DESIGN**

ENGINEER will prepare detailed design plans, technical specifications and bid documents to include the following elements:

- Demolition and reconstruction of the entire existing roof and wood structure above the top level of the brick walls. New roofing material shall be metal, with a color option at the OWNER's discretion. The demolition of the roof shall include appropriate mitigation of lead paint.
- Replacement of the existing manually operated roll-up metal door at the entrance of the gatehouse with a new metal roll-up door which shall be electrically actuated with access via a security keypad on the front exterior face of the gatehouse.
- Sandblasting, chemical or other paint removal method on the three overhead steel beams and or removal and replacement and specifications for surface preparation and repainting in either case. Demolition of the existing steel beams, if more cost effective, shall include appropriate mitigation of lead paint.
- Tuck pointing of any loose brick encountered within the interior of the intake structure.
- Electrical plans for new breakers, wiring, and light fixtures on both the interior and exterior of the structure; several duplex receptacles inside and power feeds to supply the new electric beam trollies; and hoists to be procured and installed by the OWNER. New breakers will be installed within the new 100-amp, 240-volt electrical panel inside the gatehouse, with both the panel and service being provided separately by the OWNER.
- Removal of any loose paint on the interior of the structure including appropriate mitigation of lead paint. Based on our initial site visit, the extent of the paint, and the fact that most of it generally appears to be well adhered, ENGINEER anticipates that encapsulation will be the least costly approach; however, complete removal will be considered if required.
- Removal and replacement of the existing windows & rear door.
- Application of an appropriate floor treatment to the existing concrete floor.
- Proper abandonment of the existing chimney structure.

The OWNER has already conducted the necessary hazardous materials testing, and therefore our scope does not include any further hazardous materials screening, testing, abatement, or remediation of additional environmental hazards beyond the lead paint identified by the OWNER in the RFP.

### ***50% Submittal***

ENGINEER will summarize the design in preliminary technical specification and drawings, provide product cut sheets for the available equipment options, and provide a general construction plan which will be submitted to the OWNER for review as the 50% deliverable.

ENGINEER will then meet with the OWNER to present the 50% Design Submittal for discussion, and obtain direction on the approach for moving forward. ENGINEER will also, upon approval from the OWNER, share these with the involved agencies to obtain their preliminary feedback. Involved agencies include the Department of Health (DOH), NYS Department of Environmental Conservation (NYSDEC), NYS Historic Preservation Office (SHPO)

*Permitting Related services are discussed further below.*

### ***90% Submittal***

Once comments from the OWNER have been received, ENGINEER will advance the documents to a 90% level, incorporating the OWNER's comments and any input from regulatory agencies. The 90% documents will then be submitted to the OWNER for review and final comments. The 90% Submittal shall include the following:

- Complete design drawings with necessary plans, sections, and details that clearly depict the work
- An electrical drawing including one-line diagram for the required work
- Construction specifications that clearly establish the environmental protection requirements for the PROJECT and suggested methodologies
- Construction specifications that fully describe the quality of the equipment and materials and control of the work
- Draft EJCDC "front end" documents including:
  - Advertisement for Bids
  - Information for Bidders
  - Bid Form, Agreement
  - Performance Bond
  - General and Special Conditions
  - Standard Agreement for Construction Services

ENGINEER will meet with the OWNER to review final comments and obtain concurrence on final revisions to the documents. ENGINEER will then incorporate comments from the OWNER as appropriate.

### ***Final 100% Bid Set Documents***

ENGINEER will assemble the design documents into the 100% bid set incorporating the OWNER'S comments and OWNER specific front end document provided by the OWNER and provide two paper copies of the signed and sealed bid documents and an electronic set of documents for the OWNER'S use in advertising and bidding the PROJECT.

## **2.3 BIDDING PHASE**

ENGINEER will provide the following support during the Bid Phase of the PROJECT:

- Attend the pre-bid meeting at the site.
- Prepare and distribute responses to comments from bidders through the OWNER.
- If requested by the OWNER, attend the bid opening.
- Review bids for completeness, sufficiency of qualifications, and price, and provide a recommendation for award to the OWNER. We understand the OWNER will receive bids and forward copies to ENGINEER for their use in review.

ENGINEER will be available during the contract negotiation phase to answer questions from the OWNER on technical issues that may arise during the final negotiation and contract execution process.

## 2.4 CONSTRUCTION PHASE

ENGINEER will provide shop drawing and submittal review services. As specified in the RFP, ENGINEER's construction phase services do NOT include construction phase oversight, management, or inspection.

## 2.5 PERMITTING/REGULATORY COORDINATION

The gatehouse sits directly in Washington Lake, a public drinking water source, ENGINEER anticipate that while there is no specific permit required by the Department of Health (DOH), they will (at a minimum) want to review and comment on the PROJECT plans and specifications.

Therefore, ENGINEER will upon approval of the OWNER either submit copies of plans to the DOH or provide copies to the OWNER for them to submit.

ENGINEER will also provide support to the OWNER by responding to technical questions and making appropriate revisions to the documents based necessary to obtain PROJECT approval by DOH based on DOH input.

The structure is a historic building and as such the State Historic Preservation Office (SHPO) must be given notice of the work. ENGINEER does not anticipate that SHPO will object to the PROJECT due to several factors:

- The roofing has already been replaced once.
- Other changes to the building's visual appearance (windows and doors) will be designed to match the existing to the extent possible.
- The roof level of deterioration is significant.
- There is very limited visual impact due to the access restrictions and distance from visual receptors.

However, ENGINEER will upon approval of the OWNER either submit copies of plans and specifications as well as a brief PROJECT narrative to the SHPO on OWNER'S behalf or provide same to the OWNER for OWNER to submit for SHPO review.

ENGINEER will also provide support to the OWNER by responding to technical questions and making appropriate revisions to the documents necessary to obtain PROJECT approval by SHPO based on SHPO input.

While lead paint mitigation is required here, the EPA Lead Abatement Rule requirements do not directly apply to these types of structures and, therefore, ENGINEER does not anticipate that there are any special coordination requirements with EPA. As such,

ENGINEER will not coordinate with EPA or the State on this issue. We will confirm any other possible involvement of NYSDEC, but we do not envision any special permits are required from them. If other permits or approvals are determined to be required ENGINEER can provide associated services as an out-of-scope service for an additional fee to be provided for through mutually agreed to amendment to this contract.

ENGINEER shall not be responsible for payment of any permitting fees associated with the PROJECT. Our cost proposal does not include payment of any permitting fees by Weston & Sampson. Any necessary permitting fees will be paid directly by the OWNER or another third party as appropriate.

### ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 The City Engineer shall act as the OWNER's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

- 3.9 Operate all valves, pumps, instrumentation, and other equipment as required to support the ENGINEER and Contractor personnel in carrying out the work necessary for the PROJECT.
- 3.10 Provide any other related OWNER specific construction bid document components including but not limited to agreement forms, standard specifications or other documents required to be included in (or replace) the standard EJCDC contract documents.
- 3.11 Provide one consolidated set of comments to ENGINEER for both the 50% and 90% submittal packages.
- 3.12 OWNER will advertise and post the bid documents and any addenda or other bid related information provided by ENGINEER consistent with law, rule and regulation and OWNER's procurement procedures.
- 3.13 OWNER will coordinate internally with regard to OWNER's Code Compliance Bureau Review and any other OWNER's department reviews and permitting requirements.

#### ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting immediately upon receipt by both parties of a fully executed copy of this AGREEMENT which shall constitute Notice to Proceed and deliver complete bid ready documents to the OWNER on or about twelve (12) calendar weeks (7 day week) from same. This schedule is contingent on Engineer's receipt of comments from OWNER on the 50% and 90% submittals within one week of submittal of same and timely responses by involved agencies.

Completion of subsequent bid and construction phase services shall be subject to the durations of those respective phases when determined based on the construction scope and PROJECT requirements.

#### ARTICLE 5 - PAYMENTS TO THE ENGINEER (USE FOR LUMP SUM)

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$14,500 (FOURTEEN THOUSAND FIVE HUNDRED DOLLARS)** for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of receipt of the invoice by the office of the City Comptroller.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend

services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

## ARTICLE 6 - INSURANCE

### 6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

### 6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

### 6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of Three Million Dollar (\$3,000,000) umbrella liability policy for the duration of the PROJECT.

### 6.4 Workers Compensation Coverage

6.4.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New York.

6.4.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all its employees at the PROJECT as required by the State of New York.

## ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the PROJECT, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
- 7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.
- 7.3 Hazardous Waste Indemnifications
- 7.3.1 The ENGINEER and its consultants shall have no responsibility for the, presence, handling, removal or disposal of, hazardous waste in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The OWNER further agrees to defend, indemnify and hold the ENGINEER and its consultants and their principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances.
- 7.3.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has done his or her best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.
- 7.3.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which



are, in his judgment, prudent and necessary to mitigate the existing threat. ENGINEER shall provide notice to OWNER of such mitigation steps. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

## ARTICLE 8 - EXTENSION OF SERVICES

### 8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

### 8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT prior to the performance of any additional services.

### 8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT prior to the performance of any additional services.

### 8.4 Hazardous Materials Encountered

If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall inform the Local and State Emergency Personnel of the release. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing

fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT or into a new written AGREEMENT prior to the performance of any additional services.

## ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

### 9.1 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed and sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. ENGINEER shall provide OWNER with duplicate electronic files of all deliverables. Project plans shall be in both PDF and AutoCAD format. Project bid documents and specifications shall be provided in PDF format combined to a single file, with the exception of any addendums.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- D. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this PROJECT.
- E. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- G. Any verification or adaptation of the Documents for extensions of the PROJECT or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER

## ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

## ARTICLE 11 - GENERAL PROVISIONS

### 11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

### 11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform

this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

### 11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agreed upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agreed upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

### 11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

### 11.5 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

### 11.6 Indemnification

In consideration of the ENGINEER'S performance of its obligation to review and evaluate the various bidders and bid submissions and to make recommendations to the OWNER regarding the award of the construction contract, the OWNER agrees to hold harmless and indemnify the ENGINEER for all costs, expenses, damages and attorneys' fees (the "indemnification obligations") which are incurred by the ENGINEER as a result of any claims, allegations, administrative or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of the bidders and bid submissions and/or recommendations concerning the

award of the construction contract. Although this paragraph shall not apply in circumstances in which the ENGINEER is finally adjudicated by a court to have actually engaged in intentional and willful conduct without any legitimate justification, privilege or immunity, the OWNER shall be obligated to indemnify the ENGINEER for all such indemnification obligations incurred by the ENGINEER until any such final adjudication has been made by a court of competent jurisdiction.

## ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the PROJECT as a reference for other prospective clients.

**IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.**

ACCEPTED FOR:

CITY OF NEWBURGH, NY

WESTON & SAMPSON, PE, LS, LA, PC

By: City Manager

By:

\_\_\_\_\_

\_\_\_\_\_

Per Resolution No.:

DATE:

DATE:

CERTIFICATION OF AVAILABLE FUNDS:

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
OWNER Counsel

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
OWNER Comptroller

Date: \_\_\_\_\_

OWNER'S New York Sales and Use Tax Certificate Exemption Number:

RESOLUTION NO.: 337 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
ACCESS AGREEMENT WITH CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
AND ITS CONTRACTED AGENTS TO ALLOW ACCESS  
TO CITY OWNED PROPERTY IN CONNECTION WITH THE  
VOLUNTARY CLEANUP OF THE LITTLE BRITAIN ROAD SERVICE CENTER**

**WHEREAS**, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a voluntary cleanup agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No.V00312-3 with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

**WHEREAS**, the proposed groundwater investigation includes the review of pre- and post-excavation groundwater quality, installation of additional monitoring wells, and the preparation of a groundwater monitoring plan which includes the installation of groundwater monitoring wells on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of which monitoring wells are shown as set forth on the map or plan hereto attached and made a part hereof; and

**WHEREAS**, CHG&E wishes to begin the groundwater investigation in order to comply with its obligations under the voluntary cleanup agreement, and the City agrees to provide access to CHG&E to the portions of the City Property to allow CHG&E to perform the groundwater investigation, subject to the conditions provided within the attached agreement; and

**WHEREAS**, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the access agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow them access to City owned property in connection with the voluntary cleanup of the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.



## **LICENSE AND ACCESS AGREEMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

### **WITNESSETH:**

WHEREAS, CHG&E entered into a voluntary cleanup agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No.V00312-3 ("the Site") with the New York State Department of Environmental Conservation ("NYSDEC") which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the review of pre- and post-excavation groundwater quality, installation of additional monitoring wells, and the preparation of a groundwater monitoring plan which includes the installation of groundwater monitoring wells on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of which monitoring wells are shown as set forth on the map or plan hereto attached and made a part hereof (the "Survey"); and

WHEREAS, CHG&E wishes to begin the groundwater investigation in order to comply with its obligations under the voluntary cleanup agreement, and the City agrees to provide access to CHG&E to the portions of the City Property, subject to the conditions provided below, to allow CHG&E to perform the groundwater investigation.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. The City hereby represents that it owns certain real property adjacent to the Site and more accurately described as Section 4, Block 1, Lot 12.2 on the official tax map of the City of Newburgh ("the City Property") and that it has duly authorized this License and Access Agreement. The City hereby grants CHG&E a revocable license for CHG&E and CHG&E's employees, agents and contractors, upon the conditions hereinafter stated, to enter upon the City Property and to take thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain groundwater investigation work activities in connection with the voluntary cleanup of the Site.
2. Entry to the City Property is limited to the minimum access necessary to install the monitoring wells as shown on the Survey and accomplish the sampling sufficient to complete the groundwater investigation which cannot be completed by any other means. CHG&E shall access the City Property in such location and position and perform work in such manner as will be satisfactory to the City. CHG&E agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any applicable laws, ordinances or other lawful authority, and to obtain any and all permits required therefor. When

accessing the City Property, CHG&E and its designated representatives will comply with applicable City worker safety and other requirements.

3. CHG&E will provide the City and/or its designated representatives with a copy of the Groundwater Investigation Work Plan, approved by NYSDEC, at least thirty (30) business days before any work is to begin on the City Property.
4. CHG&E, or its designated representatives, will notify the City Engineer and the City Water Superintendent via phone or electronic mail at least ten (10) days in advance of anticipated access to the City Property and such notice will include:
  - a. the date, expected time and approximate duration of the requested access;
  - b. the reason(s) for the requested access;
  - c. the person(s) who will be visiting and their affiliation; and
  - d. the nature of the work to be performed on the City Property.
5. Any access to the City Property by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City retains the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Property, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
6. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Property during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E

and its designated representatives shall provide notice to the City Engineer and City Water Superintendent as soon as possible under the circumstances.

7. CHG&E will be responsible for the proper handling and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials. All groundwater purged from the monitoring wells shall be collected and disposed of at an approved off-site location.
8. CHG&E will be responsible for all costs associated with the groundwater investigation, including but not limited to the installation of monitoring wells, groundwater sampling activities and monitoring well abandonment. CHG&E will reimburse the City for any and all actual costs and/or expenses, if any, incurred by the City in connection with activities covered by this Agreement.
9. CHG&E agrees to properly abandon the monitoring wells upon the close of the groundwater investigation or upon direction from the City or New York State Department of Environmental Conservation.
10. CHG&E agrees to install and properly maintain any and all necessary erosion & sediment control measures in connection with this project. All disturbed areas shall be restored with seed & mulch, hydroseed or erosion control matting at the completion of ground disturbance activities. All erosion & sediment control measures shall be removed in a timely manner once the site has been properly stabilized.
11. CHG&E agrees to submit an as-built survey, signed and sealed by a licensed surveyor currently registered in New York State, showing the actual location of

the monitoring wells in relation to adjacent property lines and structures. The as-built survey shall be submitted within 6 months upon completion of the monitoring well installation.

12. CHG&E shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

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

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

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

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

CHG&E shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. CHG&E may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which CHG&E retains such agents, CHG&E and such agents shall provide and maintain insurances as required by this Section 3 and name the City as additional insured under insurance coverage concerning CHG&E performance of the work referenced herein.

13. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the City or its designated representative or any claim unrelated to the access granted to CHG&E and its designated representatives.
14. The indemnification obligations contained in the above paragraph shall survive this Agreement.



15. Notwithstanding anything to the contrary in this Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this Agreement results in damages and/or indirect costs to either party.

16. The CHG&E contact shall be:

Mark McLean  
Central Hudson Gas & Electric Corporation  
284 South Avenue  
Poughkeepsie, New York 12601-4879  
Telephone: (845) 486-5461  
mmclean@cenhud.com

The City contact shall be:

Jason C. Morris, P.E.  
City Engineer  
The City of Newburgh  
83 Broadway  
Newburgh, New York 12550  
Telephone: (845) 569-7448  
jmorris@cityofnewburgh-ny.gov

Any changes to these contact people, telephone numbers or e-mail addresses by CHG&E shall be provided to the other as soon as practicable.

17. This License and Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E and shall expire and terminate upon the completion of the groundwater investigation by CHG&E and its agents, employees and contractors, and the restoration of the property to a clean and orderly state as confirmed by both the City Engineer and City Water Superintendent. CHG&E shall post a bond in the amount of \$25,000.00 prior to the commencement or performance of work under this Agreement and the form and amount of the bond has been approved by the City.
18. This Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in paragraph 12, above should CHG&E wish to invoke dispute resolution.
19. This Agreement may not be assigned or sublet to any other party and may not be modified except by a writing subscribed by both parties to this Agreement.
20. It is understood and agreed that no vested right in the City Property 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 City held the City Property prior to the execution of this Agreement.
21. CHG&E agrees to pay an annual land use fee of \$1,000 due upon execution of this agreement by CHG&E, and payable upon the anniversary date of the

executed contract until such time that the monitoring wells are properly  
abandoned as determined by both the NYSDEC and the City.

City of Newburgh

Central Hudson Gas &  
Electric Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

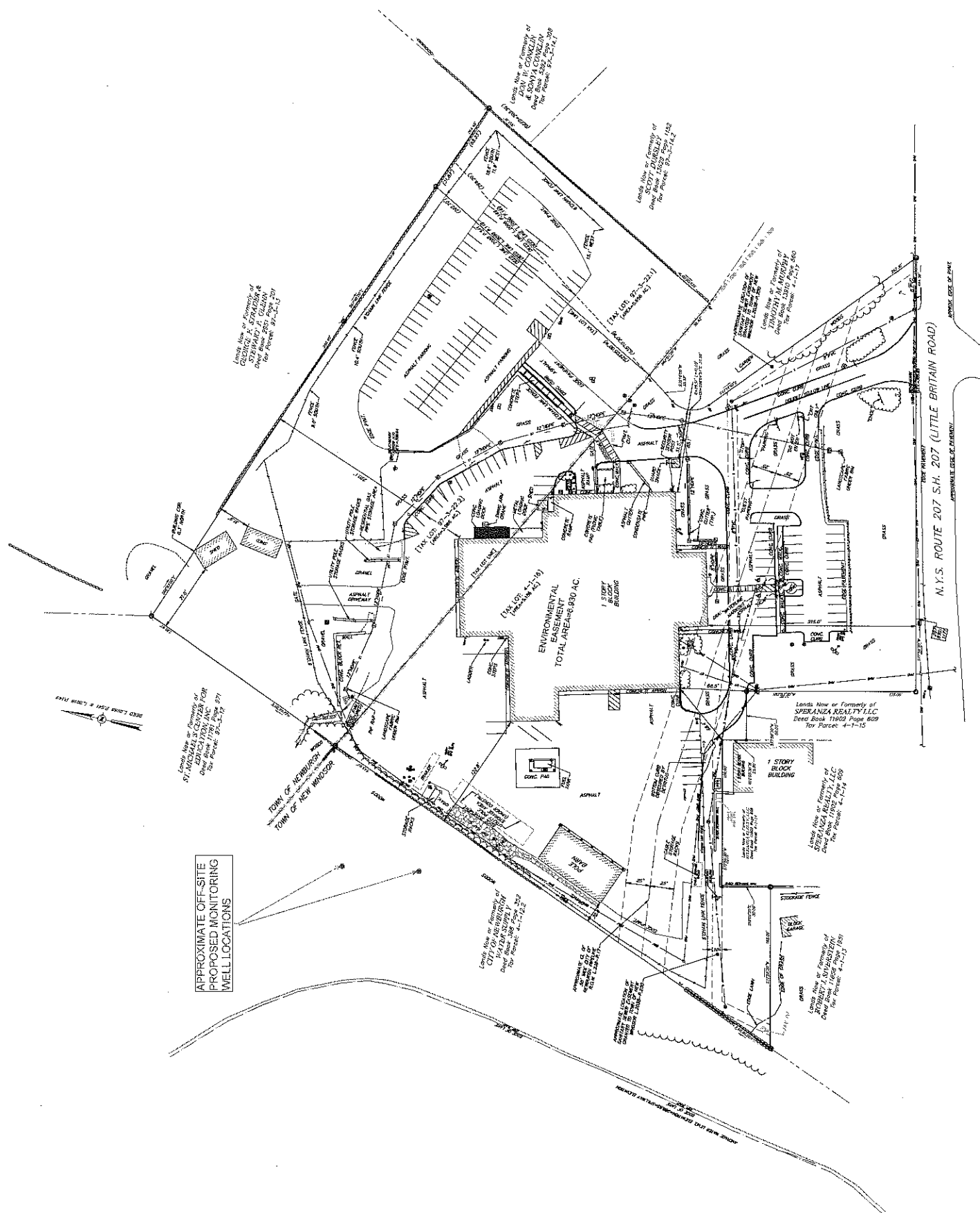
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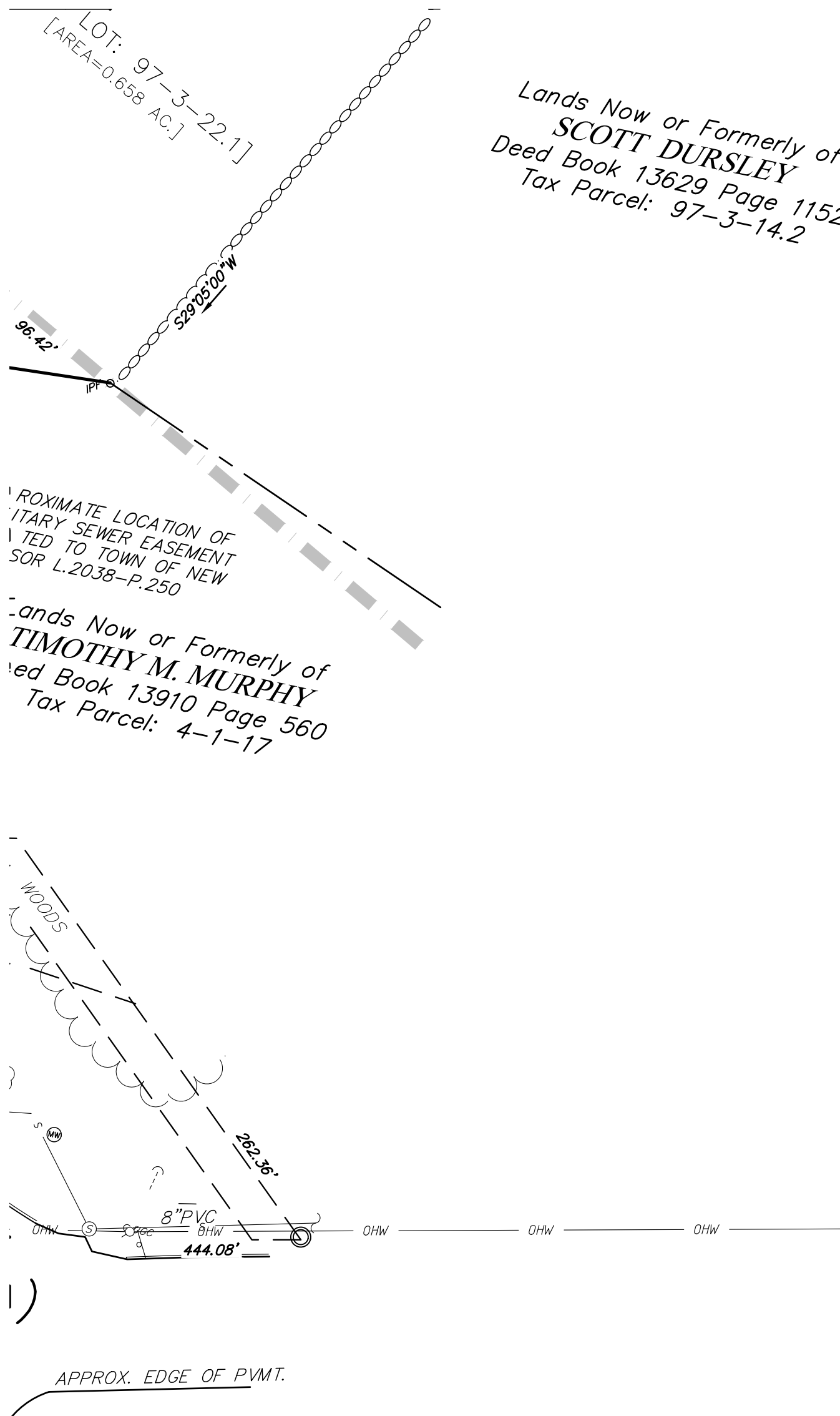
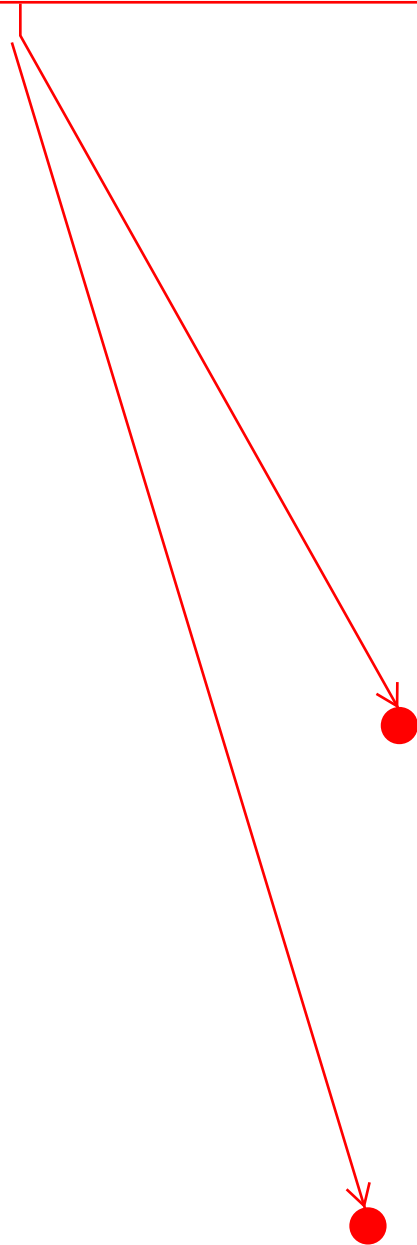
Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
KATHRYN MACK  
City Comptroller



APPROXIMATE OFF-SITE  
PROPOSED MONITORING  
WELL LOCATIONS



RESOLUTION NO.: 338 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE  
POLICIES FOR THE PERIOD OF  
JANUARY 1, 2018 TO DECEMBER 31, 2018**

**WHEREAS**, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2018; and

**WHEREAS**, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2018;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2018 through December 31, 2018 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Quotation; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage and third-party claims administration services, respectively, for the period of January 1, 2018 to December 31, 2018.

RESOLUTION NO.: 339 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR JANUARY 8, 2018 TO HEAR PUBLIC COMMENT  
CONCERNING A LOCAL LAW AMENDING CHAPTER 270 ENTITLED "TAXATION"  
TO REMOVE A TEN YEAR LIMITATION TO THE COLD WAR VETERANS TAX  
EXEMPTION AUTHORIZED BY  
NEW YORK STATE REAL PROPERTY TAX LAW SECTION 458-b**

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning an Local Law amending Chapter 270 entitled "Taxation," to remove the ten year limitation to the Cold War Veterans Tax Exemption authorized by Real Property Tax Law Section 458-b; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of January, 2018, in the 3<sup>rd</sup> Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.



LOCAL LAW NO.: \_\_\_\_\_ - 2018

OF

\_\_\_\_\_, 2018

**A LOCAL LAW AMENDING CHAPTER 270, ARTICLE VIII ENTITLED  
“EXEMPTION FOR COLD WAR VETERANS”  
TO REMOVE THE TEN YEAR LIMITATION**

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

**SECTION 1 - TITLE**

This Local Law shall be referred to as “A Local Law Amending Chapter 270, Article VIII entitled ‘Exemption for Cold War Veterans’ of the Code of the City of Newburgh to remove the ten year limitation”.

**SECTION 2 - PURPOSE AND INTENT**

The purpose of this local law is to amend the real property tax exemption in the City of Newburgh for cold war veterans authorized by Real Property Tax Law Section 458-b to remove the ten year limitation on the exemption as authorized by Chapter 290 of the 2017 Session Laws of New York effective September 12, 2017.

**SECTION 3 - AMENDMENT**

Chapter 270 Article VIII entitled “Exemption for Cold War Veterans” of the Code of the City of Newburgh is hereby amended to read as follows:

**ARTICLE VIII**

**Exemption for Cold War Veterans**

**§270-53      Purpose.**

The City of Newburgh hereby elects to provide for a Cold War Veterans Exemption pursuant to Section 458-b of the Real Property Tax Law of the State of New York.

Underlining denotes additions  
~~Strikethrough~~ denotes deletions

**§270-54      Exemption.**

- A. "Qualifying residential real property" shall be exempt from taxation to the extent provided for in Real Property Tax Law Section 2(a)(ii), being fifteen (15%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed twelve thousand (\$12,000.00) dollars or the product of twelve thousand (\$12,000.00) dollars multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.
- B. The exemption authorized by this Chapter shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to a ten year limitation.

**§270-55      Disability Exemption.**

In addition to the exemption provided by Real Property Tax Law Section 458-b subdivision (a), the City of Newburgh hereby adopts the following disability exemption as provided in subdivision (b) of said law: where the Cold War Veteran received a compensation rating from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty (50%) percent of the Cold War Veteran disability rating; provided, however, that such exemption shall not exceed forty thousand (\$40,000.00) dollars, or the product of forth thousand (\$40,000.00) dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

**SECTION 4 - EFFECTIVE DATE.**

This Local Law shall take effect immediately, in accordance with the provisions of New York State Municipal Home Rule Law.

A. 6510--A

2

1 prepared pursuant to a taxable status date occurring within sixty days  
2 after the date of purchase of residential real property, such ten year  
3 period shall be measured from the first assessment roll in which the  
4 exemption occurs. If, before the expiration of such ten year period,  
5 such exempt property is sold and replaced with other residential real  
6 property, such exemption may be granted pursuant to this subdivision for  
7 the unexpired portion of the ten year exemption period, provided howev-  
8 er, that notwithstanding the ten year limitation imposed by the forego-  
9 ing provisions of this subparagraph, a county, city, town, village or  
10 school district that has adopted a local law or resolution pursuant to  
11 paragraph (a) of this subdivision may adopt a local law or resolution  
12 providing that the exemption authorized by this section shall apply to  
13 qualifying owners of qualifying real property for as long as they remain  
14 qualifying owners, without regard to such ten year limitation. Each  
15 county, city, town or village may adopt a local law, and each school  
16 district may adopt a resolution, to reduce the maximum exemption allow-  
17 able in paragraphs (a) and (b) of this subdivision to six thousand  
18 dollars, nine thousand dollars and thirty thousand dollars, respective-  
19 ly, or four thousand dollars, six thousand dollars and twenty thousand  
20 dollars, respectively. Each county, city, town, or village is also  
21 authorized to adopt a local law, and each school district may adopt a  
22 resolution, to increase the maximum exemption allowable in paragraphs  
23 (a) and (b) of this subdivision to ten thousand dollars, fifteen thou-  
24 sand dollars and fifty thousand dollars, respectively; twelve thousand  
25 dollars, eighteen thousand dollars and sixty thousand dollars, respec-  
26 tively; fourteen thousand dollars, twenty-one thousand dollars and  
27 seventy thousand dollars, respectively; sixteen thousand dollars, twen-  
28 ty-four thousand dollars and eighty thousand dollars, respectively;  
29 eighteen thousand dollars, twenty-seven thousand dollars and ninety  
30 thousand dollars, respectively; twenty thousand dollars, thirty thousand  
31 dollars and one hundred thousand dollars, respectively; twenty-two thou-  
32 sand dollars, thirty-three thousand dollars and one hundred ten thousand  
33 dollars, respectively; twenty-four thousand dollars, thirty-six thousand  
34 dollars and one hundred twenty thousand dollars, respectively; twenty-  
35 six thousand dollars, thirty-nine thousand dollars, and one hundred  
36 thirty thousand dollars, respectively; twenty-eight thousand dollars,  
37 forty-two thousand dollars, and one hundred forty thousand dollars,  
38 respectively; and thirty thousand dollars, forty-five thousand dollars  
39 and one hundred fifty thousand dollars, respectively. In addition, a  
40 county, city, town or village which is a "high-appreciation municipi-  
41 pality" as defined in this subparagraph is authorized to adopt a local  
42 law, and each school district which is within a high-appreciation muni-  
43 cipality is authorized to adopt a resolution, to increase the maximum  
44 exemption allowable in paragraphs (a) and (b) of this subdivision to  
45 twenty-six thousand dollars, thirty-nine thousand dollars and one  
46 hundred thirty thousand dollars, respectively; twenty-eight thousand  
47 dollars, forty-two thousand dollars and one hundred forty thousand  
48 dollars, respectively; thirty thousand dollars, forty-five thousand  
49 dollars and one hundred fifty thousand dollars, respectively; thirty-two  
50 thousand dollars, forty-eight thousand dollars and one hundred sixty  
51 thousand dollars, respectively; thirty-four thousand dollars, fifty-one  
52 thousand dollars and one hundred seventy thousand dollars, respectively;  
53 thirty-six thousand dollars, fifty-four thousand dollars and one hundred  
54 eighty thousand dollars, respectively; thirty-eight thousand dollars,  
55 fifty-seven thousand dollars and one hundred ninety thousand dollars,  
56 respectively; forty thousand dollars, sixty thousand dollars and two

RESOLUTION NO.: 340 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING 4 WATER DEPARTMENT AND  
12 POLICE DEPARTMENT VEHICLES TO BE SURPLUS EQUIPMENT**

**WHEREAS**, the City of Newburgh Water Department possesses vehicles identified as a 2003 Ford Ranger, a 2004 GMC Sierra, a 1995 John Deere tractor and a 1996 Dodge pick-up which are no longer of use to the City; and

**WHEREAS**, the City of Newburgh Police Department possess vehicles identified as a 2005 Ford Crown Victoria, a 2003 Infiniti sedan, a 2002 Kia van, two 2006 Chevrolet Impala sedans, a 2001 Dodge 1500 pick-up, a 2006 Ford Crown Victoria, two 2008 Dodge Durango sport utility vehicles, a 1995 Chevrolet Tahoe, a 1999 Ford Crown Victoria and a 2004 Hyundai Elantra; and

**WHEREAS**, the Water Department and the Police Department have requested that the vehicles be designated as surplus and sold; and

**WHEREAS**, the City Council has determined that declaring the vehicles surplus is in the best interests of the City of Newburgh; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the 16 vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: 341 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF  
A CONTRACT WITH ENGIE FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH  
FOR A TWO (2) YEAR TERM AT A COST OF \$0.06465 PER KILOWATT HOUR  
AND THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT  
WITH NEW YORK GAS AND ELECTRIC FOR GAS SUPPLY SERVICES TO  
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM  
AT A COST OF \$3.8520 PER DECATHERM**

**WHEREAS**, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract; and

**WHEREAS**, bids have been duly received and opened and Engie is the low bidder for the electric supply services and New York Gas and Electric is the low bidder for gas supply services;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for the electric supply services contract be and it hereby is awarded to Engie, providing for a two (2) year term at a cost of \$0.06465 per kilowatt hour, and that the City Manager be and he is hereby authorized to execute a contract for the provision of electric services, with all such terms and conditions as may be required by the Corporation Counsel; and

**BE IT FURTHER RESOLVED**, the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and it hereby is awarded to New York Gas and Electric, providing for a two (2) year term at a cost of \$3.8520 per decatherm, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas supply services, with all such terms and conditions as may be required by the Corporation Counsel.

RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER  
AS SURPLUS AND AUTHORIZING DISPOSITION TO  
A CITY OF NEWBURGH WATER SUPPLY CUSTOMER  
FOR THE AMOUNT OF \$5,443.61**

**WHEREAS**, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

**WHEREAS**, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

**WHEREAS**, selling said water meter to the existing customer for the amount of \$5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the 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 one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of \$5,443.61.

[illegible]



RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER  
AS SURPLUS AND AUTHORIZING DISPOSITION TO  
A CITY OF NEWBURGH WATER SUPPLY CUSTOMER  
FOR THE AMOUNT OF \$5,443.61**

**WHEREAS**, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

**WHEREAS**, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

**WHEREAS**, selling said water meter to the existing customer for the amount of \$5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the 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 one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of \$5,443.61.

RESOLUTION NO.: 343 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
SATISFACTION IN CONNECTION WITH A MORTGAGE  
ISSUED TO MANNY G. AND CAROL PEREIRA FOR PREMISES LOCATED AT  
81 CHAMBERS STREET (SECTION 23, BLOCK 3, LOT 12)**

**WHEREAS**, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

**WHEREAS**, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

**WHEREAS**, by an Assignment and Assumption of Mortgage Without Covenant between the NCDA f/k/a the Newburgh Urban Renewal Agency to the City of Newburgh, executed on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, included a mortgage issued to Manny G. and Carol Pereira in the principal sum of \$20,000.00 for premises located at 81 Chambers Street (Section 23, Block 3, Lot 12), dated December 18, 1995, and recorded in the Orange County Clerk's Office on February 23, 1996, in Liber 5667 of Deeds at Page 39 in the principal sum of Twenty Thousand (\$20,000.00) Dollars; and

**WHEREAS**, such amount has been paid in full, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

**WHEREAS**, this Council has determined that executing said Satisfaction 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 execute the attached Satisfaction in connection with a mortgage issued to Manny G. and Carol Pereira in the principal sum of \$20,000.00 for premises located at 81 Chambers Street (Section 23, Block 3, Lot 12).

**SATISFACTION OF MORTGAGE**  
**KNOW ALL MEN BY THESE PRESENTS, THAT**

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

**MORTGAGE** bearing the date of December 18, 1995, made by Manny G. and Carol Pereira to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$20,000.00, and duly recorded in the office of the Orange County Clerk's Office on February 23, 1996, in Liber 5667 of Deeds at Page 39; and

further described in Assignment and Assumption of Mortgage Without Covenant from the Newburgh Community Development Agency formerly known as the Newburgh Urban Renewal Agency to the City of Newburgh, dated November 15, 2010, and recorded on November 22, 2010, in Liber 13085 Page 0857.

Dated: December \_\_\_\_\_, 2017

CITY OF NEWBURGH

\_\_\_\_\_  
By: Michael G. Ciaravino, City Manager  
Pursuant to Resolution No.:

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

On the \_\_\_\_\_ day of December, 2017, 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 person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**RECORD & RETURN TO:**

RESOLUTION NO.: 344-2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO SENTRY ENTERPRISES, LLC  
TO THE PREMISES KNOWN AS 87 CARSON AVENUE  
(SECTION 45, BLOCK 8, LOT 10)**

**WHEREAS**, on March 8, 2016, the City of Newburgh conveyed property located at 87 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 8, Lot 10, to Sentry Enterprises, LLC; and

**WHEREAS**, the owner has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and recommend such release 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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

## 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 87 Carson Avenue, Section 45, Block 8, Lot 10, 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 March 8, 2016, from the CITY OF NEWBURGH to SENTRY ENTERPRISES, LLC, recorded in the Orange County Clerk's Office on May 15, 2016, in Liber 14051 of Deeds at Page 459 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: \_\_\_\_\_, 2017

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.: \_\_\_\_\_-2017

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

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RESOLUTION NO.: 345-2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO SENTRY ENTERPRISES, LLC  
TO THE PREMISES KNOWN AS 95 CARSON AVENUE  
(SECTION 45, BLOCK 8, LOT 6)**

**WHEREAS**, on October 5, 2016, the City of Newburgh conveyed property located at 95 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 8, Lot 6, to Sentry Enterprises, LLC; and

**WHEREAS**, the owner has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and recommend such release 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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**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 95 Carson Avenue, Section 45, Block 8, Lot 6, 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 October 5, 2016, from the CITY OF NEWBURGH to SENTRY ENTERPRISES, LLC, recorded in the Orange County Clerk's Office on January 12, 2017, in Liber 14166 of Deeds at Page 1260 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.

THE CITY OF NEWBURGH

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

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RESOLUTION NO. 346-2017

OF

DECEMBER 11, 2017

**A RESOLUTION ACCEPTING THE REASSIGNMENT OF A NEW YORK STATE  
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION GRANT  
FROM THE NEWBURGH PRESERVATION ASSOCIATION FOR THE  
ROOF STABILIZATION AND REPAIR OF THE DUTCH REFORMED CHURCH**

**WHEREAS**, in 2009, the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”) awarded a grant in the amount of \$69,000.00 to the Newburgh Preservation Association (the “NPA”) for planning the roof repair of the Dutch Reformed Church identified as New York State Comptroller Grant No. CE09060 and OPRHP Grant No. EPG-E09060-P2; and

**WHEREAS**, the NPA has relinquished its interest in the maintenance of the Dutch Reformed Church and at OPRHP’s request provided a letter requesting to reassign Grant No. CE09060 to the City of Newburgh; and

**WHEREAS**, in conjunction with the Preservation League of New York State, the City has completed the planning and engineering work for the required roof repairs; and

**WHEREAS**, to complete the reassignment of Grant No. CE09060, the City must provide a letter affirming that it will continue to undertake the responsibility of using the grant funds to support repairs to the Dutch Reformed Church and that the scope of work will be amended to final engineering and construction of the emergency roof repairs; and

**WHEREAS**, Grant No. CE09060 has a 25% match in the amount of \$23,000.00 which will be derived from the 2018 City budget and the City intends to request that the future developer of the Dutch Reformed Church also provide the matching funds; and

**WHEREAS**, this Council finds that accepting the reassignment of Grant No. CE09060 to support emergency roof repairs to the Dutch Reformed Church is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager be and he hereby is authorized to submit a letter to the New York State Office of Parks, Recreation and Historic Preservation accepting the reassignment of Grant No. CE09060 and affirming the City’s responsibility to use the grant funds for final engineering and construction of emergency roof repairs to the Dutch Reformed Church; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



NEWBURGH PRESERVATION ASSOCIATION  
P. O. Box 206  
NEWBURGH, NEW YORK 12551  
[www.preservenewburgh.org](http://www.preservenewburgh.org)

*NPA rebuilds, preserves, and promotes the architectural heritage and historic viewsheds of Newburgh.*

November 13, 2017

Ms. Deirdre Glenn, Director  
Office of Economic Development  
83 Broadway  
Newburgh, NY 12550

Dear Deirdre,  
Newburgh Preservation Association would like to reassign the 2009 NYS Parks grant, CE09060, for stabilization for the roof of the Dutch Reformed Church, to the City of Newburgh.

Best regards,

Nancy Thomas  
President

Newburgh Preservation Association

## Detail on OPRHP Grants for the Dutch Reformed Church

### 1. Grant to NPA: SAC No. EPF-E09060-P2

Year Awarded: 2009 (SAC 2010)

Dollar Amount: \$69,000

Match Required: 25% or \$23,000

Next Steps Needed to Transfer to City:

- A letter from NPA asking to re-assign the grant to the City with the reasons why
- A letter from the City affirming that it will take on the responsibility of using the grant for the DRC. The City will need to explain in the letter what it wants to use the money for. Originally it had been awarded for planning.

### 2. Grant to the City

Year Awarded: 2004

Dollar Amount: \$50,000

Match Required: 50% or \$50,000

Next Steps Needed:

- There is no contract for this grant.

STATE AGENCY (Name & Address):

New York State Office of Parks,  
Recreation and Historic  
Preservation  
Agency Building One  
Empire State Plaza  
Albany, New York 12238

NYS COMPTROLLERS NUMBER: CE09060

NYS AGENCY NUMBER: EPF-E09060-P2

ORIGINATING AGENCY CODE: 49070

REGION: PA

GUARANTOR (Name & Address):

City of Newburgh  
83 Broadway  
Newburgh, New York 12550

TYPE OF PROGRAM:

ENVIRONMENTAL PROTECTION FUND  
HP

CONTRACTOR (Name & Address):

Newburgh Preservation Association  
28 Lander Street  
Newburgh, New York 12550

INITIAL CONTRACT PERIOD:

FROM: March 30, 2010  
TO: December 31, 2012

CHARITIES REGISTRATION NUMBER:  
21-28-09

CONTRACTOR IS UP-TO-DATE  
with filing all required annual written reports  
with the Attorney General's Charities Bureau,  
or the appropriate oversight Agency

FEDERAL TAX ID NUMBER:  
13-2952012

MUNICIPALITY NUMBER:  
N/A

FUNDING AMOUNT FOR INITIAL PERIOD:  
\$69,000.00

STATUS:

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS NOT A  
SECTARIAN ENTITY

FROM: N/A  
TO: N/A

CONTRACTOR IS A  
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

APPENDIX A...Standard Clauses for All New York State Contracts

APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation

APPENDIX B...Budget

APPENDIX C...Payment and Reporting Schedule

APPENDIX D...Program Workplan

APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or  
consideration on an existing period or for renewal periods)

APPENDIX E...Special Conditions and Requirements

APPENDIX F...Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: **EPF-E09060-P2**

CONTRACTOR: **Newburgh Preservation Association**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Title: \_\_\_\_\_

STATE OF NEW YORK       )  
                                      ) SS.:  
COUNTY OF                )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York

GUARANTOR: **City of Newburgh**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Title: \_\_\_\_\_

STATE OF NEW YORK       )  
                                      ) SS.:  
COUNTY OF                )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York

STATE AGENCY: **New York State Office of Parks, Recreation, and Historic Preservation**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli  
State Comptroller

By \_\_\_\_\_

Date \_\_\_\_\_

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

### **III. Terminations**

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

### **IV. Indemnification**

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

### **V. Property**

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

### **VI. Safeguards for Services and Confidentiality**

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.



**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably imputed value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS:** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

#### **11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

#### **12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national

origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

## STANDARD CLAUSES FOR NYS CONTRACTS

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A-1

Clauses Required by Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the Program Workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budgeted items provided such changes do not exceed ten percent of any budget category and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of any budget category, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT.)
2. Termination.
  - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
  - B. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State businesses enterprises, including minority and women-owned business enterprises, as subcontractors and suppliers on its procurement contracts.

A. Omnibus Procurement Act Provisions.

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

Empire State Development  
Division Minority and Women's Business Development  
30 South Pearl Street  
Albany, NY 12245  
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.

- II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the STATE in efforts to get foreign countries to recognize offset credits created by this contract.
- B. Equal Employment Opportunity Provisions.
- I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
- III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
  - (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
  - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in the performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (c) At the request of the STATE, the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
- IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
- V. On a schedule, in a form and manner to be determined by the STATE, and monthly thereafter, the CONTRACTOR shall submit to the STATE a work force utilization report of the work force actually utilized on this contract. Information should be broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
- VI. The CONTRACTOR shall include the language of paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
- VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.

C. Minority / Women-owned Business Enterprise Provisions.

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

Empire State Development  
Division Minority and Women's Business Development  
30 South Pearl Street  
Albany, NY 12245  
Phone: (518) 292-5250 / Fax: (518) 292-5803

- (a) Definitions. For purposes of these clauses, the following definitions shall apply:

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- (b) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.
  - (c) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
  - (d) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
    - (1) Black persons having origins in any of the Black African racial groups;
    - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
    - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
    - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
  - (e) "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
    - (f) at least fifty-one percent owned by one or more minority group members;
    - (g) an enterprise in which such minority ownership is real, substantial and continuing;
    - (h) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
    - (i) an enterprise authorized to do business in this state and independently owned and operated.
  - (j) "Subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
  - (k) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
    - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
    - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
    - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
    - (4) an enterprise authorized to do business in this state and independently owned and operated.
- II. Good Faith Efforts. The CONTRACTOR is encouraged to employ minority and women workers and to solicit and obtain the participation of certified minority and women-owned business enterprises as subcontractors and suppliers on this contract whether or not goals have been established by the STATE for this contract. The following are suggested actions for the contractor to take in this endeavor:
- (a) Place advertisements in appropriate general circulation, trade and minority or women-owned publications in a timely fashion.

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- (b) Make written solicitations to women and minority-owned business enterprises in a timely fashion and include plans, specifications and contract terms.
- (c) Where reasonable, structure the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses.
- (d) Offer to M/WBE's, subcontract terms and conditions comparable to those offered to other subcontractors on the contract.
- (e) Make payments to M/WBE subcontractors and suppliers in a timely fashion.

III. Reports. The CONTRACTOR shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the CONTRACTOR.

4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.



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APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

**EXPENSES:**

<b>Pre-Development</b>	\$92,000.00
To include: existing conditions survey, design, preparation of workshop drawings and specifications; archeology	

<b>TOTAL COST</b>	<b>\$92,000.00</b>
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**FUNDING BREAKDOWN:**

STATE Share	\$69,000.00
CONTRACTOR Share	\$23,000.00

Newburgh Preservation Association  
Dutch Reform Church  
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APPENDIX C - PAYMENT AND REPORTING SCHEDULE  
DEVELOPMENT

**I. Amount of Grant Award: \$69,000.00**

**II.** The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than fifty percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B).

**III.** The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR electronically, in accordance with ordinary State procedures and practices. CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments which can be obtained at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures. Electronic payments will be made in installments as follows:

A. **INSTALLMENTS:** CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in APPENDIX B. Payments shall be made upon review and approval of appropriate plans, specifications, expenditure and project documentation to the satisfaction of the STATE.

B. A **FINAL INSTALLMENT** of not less than 10% of the STATE'S share of the total cost shall be made upon, to the satisfaction of the STATE: (1) completion of the project to the satisfaction of the STATE, (2) expenditure and project documentation, (3) review and approval of the Project Completion Report, (4) performance of a Final On-Site Inspection by the STATE, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project, (6) for Parks projects, a list of facilities developed and/or acres acquired, an as-built and/or as-acquired site map\* and a final boundary map\*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownership's and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer, (7) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts, (8) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

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**IV.** Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.

**V.** The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.

**VI.** The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, Attention: Grants Unit, 16th Floor.

**VII.** Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.

**VIII.** The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this AGREEMENT. The CONTRACTOR shall allow the STATE unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.

**IX.** The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE.

\*May be prepared on one map.

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APPENDIX D - PROGRAM WORKPLAN

**I. PROJECT NARRATIVE:** This work will plan for the retrofit of the roof truss system to meet current snow load standards and tie in ceiling to restore connection to roof truss system to meet current standards for ceiling support. The result will be plans and specs that will bring the Dutch Reformed Church to safety and structural standards that will allow partial use of the space for concerts and performances in the sanctuary area.

**II. ARTICLE 15A PARTICIPATION:**

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

**III. PROJECT TERM:** March 30, 2010–December 31, 2012

**IV. PROJECT SCHEDULE:**

The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

**ITEM**

**DATE DUE**

**THE FOLLOWING ITEMS MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS**

A copy of the Solicitation/RFP for Design Services	September 2010
Final Plans and Specifications	January 2011

**UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:**

Payment Requests	ONGOING
Project Completion	March 2012
Close-out Documentation Requirements (See Appendix C)	April 2012

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Dutch Reform Church  
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APPENDIX X - MODIFICATION AGREEMENT FORM

Agency Code: 49070

Period From:

Project #: E09060

To:

Contract #: CE09060

Funding Amount for Period:

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation, having its principal office at Agency Building One, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as the STATE), and the Newburgh Preservation Association, having its principal office at 28 Lander Street, Newburgh, New York 12550 (hereinafter referred to as the CONTRACTOR), for modification of Contract Number CE09060, as amended in this Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR:

STATE AGENCY:

Newburgh Preservation Association

New York State Office of Parks,  
Recreation and Historic Preservation

By:

By:

Printed Name:

Date:

Printed Title:

State Agency Certification:

Date:

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

STATE OF NEW YORK

)

) SS.:

County of

)

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

\_\_\_\_\_  
(Notary Public, State of New York)

ATTORNEY GENERAL

Approved:

Thomas P. DiNapoli  
State Comptroller

By \_\_\_\_\_

Date \_\_\_\_\_

Newburgh Preservation Association  
Dutch Reform Church  
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APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS  
HP PROJECT  
NON-SECTARIAN ENTITY

**I. Non-Sectarian Certification.** The CONTRACTOR certifies that it is a non-sectarian entity and that funds made available under this AGREEMENT as shown in Appendix B shall not be used for any sectarian purposes.

**II. Secretary of the Interior's Standards.** All work undertaken on the project and the subject property shall conform to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992, the Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the STATE.

**III. Preservation Restriction.** In order to assure the preservation of the historic resource, the CONTRACTOR agrees to execute and keep in effect an agreement conveying an easement or preservation restriction to the STATE and such others as the STATE deems appropriate. The entity acquiring the easement or restriction and the form of the document shall be subject to the approval of the STATE.

**IV.** The AGREEMENT and the Preservation Covenant must not be subordinate to any other security interest in the property including, but not limited to, purchase money mortgages.

**\*V.** All planning documents, plans and specifications must be approved by the STATE before the CONTRACTOR awards contracts for the project or the subject property. These must be prepared by a qualified professional as defined in Title 9 EPF Regulations.

**I. Public Access:** the CONTRACTOR agrees to permit the public to have access to the subject property as follows: Since the SUBJECT PROPERTY is visible from a public right-of-way, no additional public access is required.

**\*VII.** With the commencement of the project, the CONTRACTOR shall erect a project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place for a period of no less than 20 years from the final disbursement of State funds under this AGREEMENT.

**VIII.** The CONTRACTOR will consult with the STATE Historic Preservation Office (SHPO) regarding the planning project because the intended product(s) will be used to guide future development and/or use of the property and therefore potentially impact historic and cultural resources. Materials outlining the purpose, content and format of the planning document(s) will be submitted for SHPO review and approval. Subsequent partial drafts will be submitted at our about 20%, 40%, 80% and 100% completion.

**IX.** In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

**\*X.** The CONTRACTOR shall provide the following documentation to the STATE prior to the final execution of this AGREEMENT:

- A copy of the Good Faith Efforts Program Outline.
- Vendor Responsibility Questionnaire.

**XI.** The CONTRACTOR may receive payment by paper check if expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances

\*Conditions noted with an asterisk must be satisfied prior to commencement of work on this project.

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APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS

**I. Construction Requirements.**

A. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.

B. Contracts for construction in excess of thirty five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to the STATE.

C. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

D. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

E. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

F. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.

G. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

**II. Fees.** The CONTRACTOR may charge a reasonable fee for the use of any facility, which is part of the project.

A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the object is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

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B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

D. This provision does not apply to non-resident fishing and hunting license fees.

**III. Funding.** The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.

**IV. Termination.** The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

**V. Alienation.**

A. The CONTRACTOR shall not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, unless it shall have first received the written approval of the STATE.

B. The CONTRACTOR agrees to own or hold by lease and to maintain and operate the project for a period of 20 years from the date of the final disbursement of State funds under this AGREEMENT. During such period, the CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.



RESOLUTION NO.: 347 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 146 THIRD STREET (SECTION 18, BLOCK 10, LOT 7) AT PRIVATE SALE  
TO DMITRY PAVLOV FOR THE AMOUNT OF \$8,000.00**

**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 146 Third Street, being more accurately described as Section 18, Block 10, Lot 7 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
146 Third Street	18 - 10 - 7	Dmitry Pavlov	\$8,000.00

**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

## 146 Third Street, City of Newburgh (18-10-7)

### STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. 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. The 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 March 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
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 purchaser 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 at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 348 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 76 WEST STREET (SECTION 20, BLOCK 1, LOT 53) AT PRIVATE SALE TO  
GERARD AND MARY BETH PORRECA FOR THE AMOUNT OF \$5,000.00**

**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 76 West Street, being more accurately described as Section 20, Block 1, Lot 53 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
76 West Street	20 - 1 - 53	Gerard and Mary Beth Porreca	\$5,000.00

**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

## 76 West Street, City of Newburgh (20-1-53)

### STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. 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 is vacant and unoccupied. The 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.
7. 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.

8. 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.
9. 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.
10. 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 March 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. 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.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. 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.
15. 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.

16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.



RESOLUTION NO.: 349 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 93 HASBROUCK STREET (SECTION 38, BLOCK 5, LOT 7)  
AT PRIVATE SALE TO JASKARAN SAWHNEY AND JASPREET SINGH  
FOR THE AMOUNT OF \$56,000.00**

**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 93 Hasbrouck Street, being more accurately described as Section 38, Block 5, Lot 7 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
93 Hasbrouck Street	38 - 5 - 7	Jaskaran Sawhney Jaspreet Singh	\$56,000.00

**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

## 93 Hasbrouck Street, City of Newburgh (38-5-7)

### STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. 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 is vacant and unoccupied. The 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.
7. 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.

8. 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.
9. 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.
10. 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 March 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. 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.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. 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.
15. 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.

16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 350 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.  
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY  
MANAGEMENT SERVICES**

**WHEREAS**, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

**WHEREAS**, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, and Resolution No.: 304-2016 of November 14, 2016, which provided for the continuation of residential property services; and

**WHEREAS**, the last amended agreement will expire on December 31, 2017; and

**WHEREAS**, the parties wish to extend the last amended agreement to continue with property management services; and

**WHEREAS**, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a two (2) month extension of services from January 1, 2018 to February 28, 2018; and

**WHEREAS**, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

**WHEREAS**, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

**AGREEMENT BY AND BETWEEN**

**THE CITY OF NEWBURGH, NEW YORK**

**AND**

**MESH REALTY GROUP, INC.**

**DATED: \_\_\_\_\_**

This Addendum to the Agreement dated April 1, 2013 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

**1. APPOINTMENT OF AGENT**

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

**2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:**

2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

**3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:**

2g. Inspections. Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

#### 4. TERM AND TERMINATION

The term of this agreement shall commence on the 1<sup>st</sup> day of January, 2018 and shall end on the 28<sup>th</sup> day of February, 2018, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

\_\_\_\_\_  
Name: RICK MILTON

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: MICHAEL G. CIARAVINO

Title: City Manager

Date: \_\_\_\_\_

Pursuant to Resolution No.:

## SCHEDULE "A"

1. 182 Broadway
2. 185 Broadway
3. 189 Broadway (f/k/a 187-191)
4. 235 Carpenter Avenue
5. 24 Carson Avenue
6. 101 Carter Street
7. 248 First Street
8. 379 First Street
9. 383 First Street
10. 35 Grove Street
11. 60 Hasbrouck Street
12. 74 Henry Avenue
13. 81 Henry Avenue
14. 44 Johnes Street #103J - 58-1-1.-3
15. 44 Johnes Street #110J - 58-1-1.-10
16. 47 Lander Street
17. 136 Lander Street
18. 48 Larter Avenue
19. 41 Liberty Street
20. 71 Liberty Street, WH
21. 6 Locust Street
22. 7 Locust Street
23. 80 Prospect Street
24. 373 Third Street
25. 89 W. Van Ness Street
26. 51 William Street

Revised 12/1/2017



RESOLUTION NO.: 351 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND  
ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT RESTORE NY GRANT  
IN AN AMOUNT NOT TO EXCEED \$845,450.00 WITH A TEN PERCENT MATCH FOR  
THE REDEVELOPMENT OF THE DUTCH REFORMED CHURCH**

**WHEREAS**, by Resolution No. 246-2017 of August 14, 2017, the City Council of the City of Newburgh authorized the City Manager to execute an agreement to stabilize the Dutch Reformed Church and to negotiate on behalf of the City of Newburgh a land development agreement with Alembic Community Development, and its development partners, in connection with the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street; and

**WHEREAS**, the Empire State Development (ESD) Restore New York Communities Initiative provides funding for the purpose of revitalizing communities and stabilizing neighborhoods; and

**WHEREAS**, the City of Newburgh is a qualified applicant under the ESD Restore New York Communities Initiative and intends to apply for a Restore NY grant to support the redevelopment of the Dutch Reformed Church by its development partner Alembic Community Development; and

**WHEREAS**, by Resolution No. 329-2017 of November 27, 2017, the City Council of the City of Newburgh scheduled a public hearing to receive comments concerning the City of Newburgh Restore NY grant application for the redevelopment of the Dutch Reformed Church at its regular meeting of December 11, 2017; and

**WHEREAS**, at its regular meeting of December 11, 2017, the City Council of the City of Newburgh duly convened and completed said public hearing; and

**WHEREAS**, the City Council finds that the redevelopment of the Dutch Reformed Church is consistent with the City's Comprehensive Master Plan, Future Land Use Plan and Zoning Code; and

**WHEREAS**, ESD Restore New York Communities Initiative financing is appropriate for the stabilization and repairs necessary to rehabilitate the Dutch Reformed Church; and

**WHEREAS**, the City Council finds that the rehabilitation of the Dutch Reformed Church will facilitate effective and efficient use of existing grant funds awarded to the City of Newburgh to stabilize and repair the historic structure for future community use which will promote economic

development in the City of Newburgh's downtown neighborhood and promote the preservation of a vital and important historic building; and

**WHEREAS**, the ESD Restore New York Communities Initiative requires a 10% match in the amount of \$84,545.00 which will be derived from existing grant funding awards to the City of Newburgh and the Newburgh Preservation Association for the structural stabilization and repairs to the Dutch Reformed Church; and

**WHEREAS**, the City's development partner, Alembic Community Development has submitted a written commitment to fund the cost of the ESD Restore New York Communities Initiative grant application fee in the amount of \$500.00 and has submitted a detailed plan for the redevelopment of the Dutch Reformed Church and to engage the City's residents and stakeholders in creating a plan for the end use of the rehabilitated structure to best meet the needs of the community and the downtown neighborhood; and

**WHEREAS**, this Council finds that applying for and accepting funding for this purpose is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Empire State Development Restore New York Communities Initiative Program grant in an amount not to exceed \$845,450.00 with a 10% match in the amount of \$84,545.00 to be derived from existing grant awards for the rehabilitation of the Dutch Reformed Church; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

**Round 5**

**RESTORE NY  
COMMUNITIES INITIATIVE**

**Municipal Grant Program**

**September 15, 2017**

**Empire State Development (ESD) Request for  
Funding Proposals**

**GUIDELINES**

**Proposal Due Date: 3:00 p.m. – Friday, December 15, 2017**



**Restore  
New York**

## **Restore NY Guidelines Table of Contents**

- Section 1: Intent to Apply Form (**must be received by 5:00 pm Friday, October 13, 2017**)
- Section 2: Program Description and Goals
- Section 3: Funding Proposal Submission Package Requirements
- Section 4: Funding Proposal Instructions
- Section 5: Funding and Project Limits
- Section 6: Scoring Criteria
- Section 7: Definitions
- Section 8: Terms and Conditions
- Section 9: State Historic Preservation Office (SHPO) Consultation Instructions
- Section 10: ESD Regional Offices and Other Resources
- Attachment: Restore NY Application



## Section 1 – Intent to Apply for Restore NY Funding

If a municipality is intending to apply for Restore NY funding, this form must be submitted by the chief elected official. Mail form to the attention of Molly Bauer, Restore NY, Empire State Development, 625 Broadway, Albany, NY 12245 or e-mail a signed PDF copy to [RNY5Intent@esd.ny.gov](mailto:RNY5Intent@esd.ny.gov) by **October 13, 2017**.

**Applications from municipalities that do not submit this form will not be accepted.**

**ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by October 16th, the municipality must contact ESD at (518) 292-5200.**

Municipal Name	
Street Address (not PO Box)	
City, State, Zip	
County	
Contact Name	
Title	
Phone Number	
E-Mail Address	
NYS Unemployment Insurance Tax #	
Type of Municipality	City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/>
Senate District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#
Assembly District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **You must attach or include a list of the properties for which you will seek funding.** All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may also submit one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. **You may not apply for a project that was not the subject of an approved letter of intent.**

Name of Project	
Number of Properties	
Estimated Project Costs	
Estimated Restore NY Request	
Name of Development Company	
Briefly describe project	

Signature			
Title		Date	

## **Section 2 – Program Description and Goals**

The 2017-18 State Budget provided new funding for the Restore New York Communities Initiative and gave Empire State Development the responsibility of implementing this program for the purpose of revitalizing communities and stabilizing neighborhoods.

Municipalities, defined as cities, towns, and villages, are invited to submit a Request for Funding Proposal for projects to demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties. Additionally, funds can be used for site development needs related to such projects, including but not limited to, water, sewer, and parking, but not exclusively for site development.

Projects should be architecturally consistent with nearby and adjacent properties or in a manner consistent with the municipality's local revitalization or urban development plan. Rehabilitation of municipal buildings and properties for municipal reuse is not eligible for Restore NY funding. Greenfield development is also ineligible.

All projects require no less than "10 percent of the award amount" in matching contributions. Cash and in-kind contributions are allowed. Please see Section 7 of the guidelines for further information on the match requirements.

An important goal of Restore NY is to revitalize urban centers. It is anticipated that, upon completion, the projects funded by Restore NY grants will attract individuals, families, industry and commercial enterprises to the municipality. It is further anticipated that the improved community and business climate will result in an increased tax base, thereby improving municipal finances and the wherewithal to further grow the municipality's tax and resource base and lessen its dependence on state aid.

Awards will be made to qualified applicants based on statutory criteria and, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

Strong emphasis will be placed on projects from economically distressed communities as described in the statute. Priority will also be given to projects that leverage other state or federal redevelopment, remediation, or planning programs.

Strong emphasis will also be placed on project feasibility and readiness. Projects will score higher when they demonstrate that a majority of the criteria in Section 4 of the Application have been satisfied. This includes the following: Project Feasibility (e.g. market feasibility, business plan, letters of commitment on financing, etc.); Project Readiness (e.g. conformance with local planning and zoning, federal and state permits, etc.); Transportation and Utility Readiness (e.g. transportation analysis, utility evaluations, etc.); and Environmental Readiness (e.g. SEQR and SHPO consultation, etc.). Applicants that can demonstrate that plans are in place, project financing has been committed, and that the project is expected to start within a year of a Restore NY award will be considered more competitive.

## Section 3 – Funding Proposal Submission Package Requirements

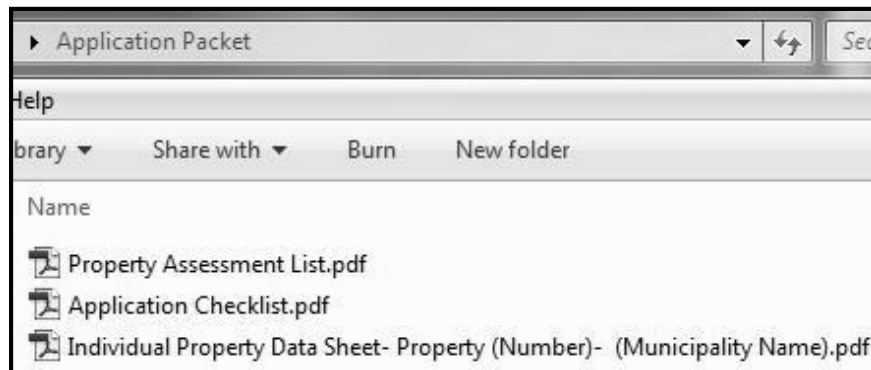
<b>Intent to Apply Deadline</b>	No later than <b>5:00pm</b> EST on <b>Friday, October 13, 2017</b>
<b>Application Deadline</b>	No later than <b>3:00pm</b> EST on <b>Friday, December 15, 2017</b>
<b>Eligible Applicants</b>	All New York State cities, towns, and villages (Counties, not-for-profit and private entities are not eligible.)
<b>Number of Copies</b>	<ul style="list-style-type: none"> <li>▪ 1 copy</li> <li>▪ All materials must be on 8.5" x 11" paper</li> <li>▪ Assemble documents in a 3-ring binder no thicker than 2 inches and include all forms, enclosures, and attachments</li> <li>▪ Place the municipality's name on the cover <u>and</u> the spine of the binder</li> </ul>
<b>Mail or Deliver</b>	<ul style="list-style-type: none"> <li>▪ <u>1 copy submitted via the CFA</u></li> <li>▪ <u>1 copy</u> of the Submission Package (defined below) and the Application Fee to: Empire State Development Attention Molly Bauer 625 Broadway Albany, NY 12245</li> <li>▪ <b>IF there are more than 5 properties included in the project please submit 4 copies of the Individual Data Property Sheets to the above address.</b></li> </ul>
<b>Application Fee</b>	<p>A non-refundable check payable to Urban Development Corporation d/b/a Empire State Development in the amounts indicated below:</p> <ul style="list-style-type: none"> <li>▪ \$2,000 for cities over 100,000 population</li> <li>▪ \$1,000 for cities and villages of 40,000–99,999 population</li> <li>▪ \$500 for municipalities under 39,999 population</li> </ul> <p>If a community applies for a special project in addition to a normal project, it is required to pay the same fee for that application as well. Application Fee must be included with the application binder sent to the above address.</p>
<b>Submission Package</b>	<ul style="list-style-type: none"> <li>▪ Completed Restore NY Application and Attachments (<b>Printed from the CFA</b>)</li> <li>▪ Certification of Completeness signed by a Municipal Official</li> <li>▪ Written commitment(s) of matching funds</li> <li>▪ Proof of Notice of Public Hearing</li> <li>▪ Proof of publication of the Property Assessment List</li> <li>▪ A true and complete copy of the Municipal Resolution</li> <li>▪ Application Fee</li> </ul> <p><b>All documents above are due at application deadline</b></p>
<b>Questions</b>	<p><b>See Section 10 for contact information.</b></p> <ul style="list-style-type: none"> <li>▪ For questions regarding this application, e-mail <a href="mailto:restoreny@esd.ny.gov">restoreny@esd.ny.gov</a> or contact your local ESD Regional Office.</li> <li>▪ For specific questions regarding SEQRA, contact the NYS Department of Environmental Conservation.</li> <li>▪ For specific questions about SHPO, contact the NYS Office of Parks, Recreation and Historic Preservation, or ESD's Planning and Environmental Review Office.</li> </ul>

## Section 4 – Funding Proposal Instructions

If the municipality intends to apply for Restore NY funding, an Intent to Apply form must be submitted by the chief executive of the municipality by **October 13, 2017** (see Section 1). All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may submit one additional letter of intent for the special project. Please document on the Intent to Apply forms if it is for a special project or not. **Applications from municipalities that do not submit an Intent to Apply form will not be accepted.**

The Intent to Apply form must provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/ reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. Final application may not significantly differ from the Intent to Apply.

Upon receipt of the Intent to Apply Form, ESD will e-mail the primary contact the Restore NY Application Packet. This packet contains documents that will be needed for the application. The packet will also be available on the ESD Restore NY website.



Use of the States' Consolidated Funding Application (CFA) online portal is required. This application portal will collect all necessary information for the Restore NY application.





The Restore NY Application must be certified by the chief elected official that it is complete, true and accurate. Incomplete applications will not be considered. However, ESD, at its sole discretion, reserves the right to accept minor amendments and additions to this application.

The following documents must be included with your application:

- Property Assessment List- included in Restore NY Application Packet
- Individual property packet for each property- included in Restore NY Application Packet
- Project proposal from lead entity conducting project
- Credentials and qualifications/resume of lead entity conducting project
- Site map with each property clearly marked
- Letter from local planning/zoning officials stating project is compatible with local ordinances
- Third party project cost estimates
- Five years of operating pro formas
- Letter of matching fund commitments
- Publication proof of Property Assessment List\*
- Publication proof of notice of public hearing\*\*
- Municipal resolution

\*A Property Assessment List (as defined in Section 7) must be published in a local daily newspaper either in print or online for three consecutive days. Evidence of the publication must be included in the application. Acceptable documentation is (1) photocopies of all three advertisements showing the dates of publication and/or (2) a signed receipt from the newspaper. Property Assessment List form is provided by ESD.

\*\*A public hearing must be held to discuss the Restore NY application and the Property Assessment List. Proof of the publication of the Notice of a Public Hearing to discuss the Restore NY application and the Property Assessment List must be included in the application.

Individual properties must be bundled into a definable “project” (as defined in Section 7). The project may include the demolition, deconstruction, rehabilitation and/or reconstruction of a building or group of buildings that furthers the goals of revitalizing an urban center, encouraging commercial investment or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their revitalization is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan. A site map must be included for each project clearly identifying all targeted properties. If the buildings are not proximate to each other, an explanation of their strategic interrelationship should be included in the letter of intent and application.

All municipalities may apply for one project subject to the normal limits defined in Section 5. In addition, however, municipalities may also compete for one of up to three special project awards to be made statewide or may combine the two as defined in Section 7.

Individual Property Data Sheets and budgets must be completed for each property submitted. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (last page of the application packet).

The municipality’s legislative body must pass a resolution finding that the proposed project is consistent with the municipality’s local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities where applicable. **A true and complete copy of the resolution must be included in the application.**

## Section 5 – Funding and Project Limits

<b>Applicant Funding and Project Limits</b>	<b># Project</b>	<b>Funding Per Project</b>
Cities over 100,000 population based on the last census	1 Project	\$5 million
Cities and villages between 40,000 and 99,999 population based on the last census	1 Project	\$2 million
All other municipalities	1 Project	\$1 million
Empire State Development may grant up to three special awards. Cities with populations less than 100,000 and all towns and villages that are classified as highly distressed may apply for an additional \$5 million to put toward a second separate project OR toward part of a larger project in addition to the funding limits listed above. The project must meet the definition of a “special project,” as defined in Section 7 of the Restore NY Guidelines.	1 Project	\$5 million

The above funding per project is the maximum possible, but projects are also subject to the caps set forth below, a municipality may not be awarded the maximum. Commercial projects funding is determined by square foot caps and may not exceed the calculated amount unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. Residential projects funding is determined by the activity occurring (i.e. demolition and reconstruction), and may not exceed caps per property unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. An apartment building is considered one property regardless of the number of units in it.

<b>Residential Property</b>	<b>Per Unit Maximum Allowance</b>
Demolition/Deconstruction	\$20,000
Rehabilitation/Reconstruction	\$100,000

### Maximum Commercial Building DEMOLITION Allowance Per Square Foot

Source: Marshall Valuation Service

<b>ESD Region</b>	<b>Class A</b> Structural Steel	<b>Class B</b> Reinforced Concrete	<b>Class C</b> Masonry Walls	<b>Class D</b> Wood or Steel	<b>Class S</b> Metal bents or Columns
Capital Region	\$7.66	\$9.70	\$6.28	\$5.42	\$5.07
Central NY	\$7.73	\$9.61	\$6.12	\$5.24	\$5.02
Finger Lakes	\$7.59	\$9.87	\$6.12	\$5.28	\$4.93
Long Island	\$10.04	\$12.34	\$7.90	\$6.92	\$6.65
Mid-Hudson	\$10.10	\$12.34	\$7.90	\$6.92	\$6.61
Mohawk Valley	\$7.19	\$9.10	\$5.79	\$5.10	\$4.67
New York City	\$10.10	\$12.34	\$7.96	\$6.97	\$6.65
North Country	\$6.92	\$8.51	\$5.52	\$4.86	\$4.49
Southern Tier	\$7.05	\$8.76	\$5.52	\$4.77	\$4.54
Western NY	\$7.80	\$9.70	\$6.33	\$5.42	\$5.07

### Maximum Commercial Building CONSTRUCTION Allowance Per Square Foot

Source: Marshall Valuation Service

	<b>OFFICE</b>				<b>LIGHT MANUFACTURING</b>				<b>RETAIL*</b>	
	Class A	Class B	Class C	Class D	Class A	Class B	Class C	Class D	Class C	Class D
<b>ESD Region</b>	Structural Steel	Reinforced Concrete	Masonry or Concrete	Wood /Steel Studs	Structural Steel	Reinforced Concrete	Masonry Walls	Wood /Steel Studs	Masonry or Concrete	Wood or Steel Studs
Capital Region	\$185.19	\$180.70	\$134.35	\$122.24	\$92.45	\$88.52	\$61.43	\$53.91	\$98.79	\$89.63
Central NY	\$186.83	\$179.11	\$130.87	\$118.02	\$93.27	\$87.74	\$59.84	\$52.05	\$96.23	\$86.54
Finger Lakes	\$183.55	\$183.87	\$130.87	\$119.08	\$91.63	\$90.07	\$59.84	\$52.51	\$96.23	\$87.31
Long Island	\$242.55	\$229.84	\$169.09	\$155.96	\$121.09	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mid-Hudson	\$244.19	\$229.84	\$169.09	\$155.96	\$121.91	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mohawk Valley	\$173.72	\$169.60	\$123.92	\$114.86	\$86.73	\$83.08	\$56.66	\$50.65	\$91.12	\$84.22
NYC	\$244.19	\$229.84	\$170.25	\$157.01	\$121.91	\$112.59	\$77.85	\$69.24	\$125.19	\$115.12
North Country	\$167.16	\$158.51	\$118.13	\$109.59	\$83.45	\$77.65	\$54.02	\$48.33	\$86.86	\$80.36
Southern Tier	\$170.44	\$163.26	\$118.13	\$107.48	\$85.09	\$79.98	\$54.02	\$47.40	\$86.86	\$78.81
Western NY	\$188.47	\$180.70	\$135.50	\$122.24	\$94.09	\$88.52	\$61.96	\$53.91	\$99.64	\$89.63

\* Retail includes retail mixed with office or residential.

**Maximum Allowance Where Certain HAZARDOUS MATERIALS are Present in the  
Demolition or Reconstruction Per Square Foot**

Source: Marshall Valuation Service

<b>ESD Region</b>	<b>Asbestos Abatement</b>	<b>Lead Removal</b>
Capital Region	\$51.06	\$19.15
Central NY	\$49.74	\$18.66
Finger Lakes	\$49.74	\$18.66
Long Island	\$64.27	\$24.10
Mid-Hudson	\$64.27	\$24.10
Mohawk Valley	\$47.10	\$17.67
New York City	\$63.39	\$23.77
North Country	\$44.90	\$16.84
Southern Tier	\$45.34	\$17.01
Western NY	\$51.50	\$19.32

## Section 6 – Scoring Criteria

Applications will be scored based on how they address the goals of the Restore NY Communities Initiative and statutory criteria. Awards will be made, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

A maximum of 115 points can be achieved based the categories defined in the table below.

Points	Criteria	Scale
Up to 15	Economic Distress	15 – High 10 – Moderate 5 – Slight
Up to 25	Other Statutory Priorities	5 – Mostly in an Investment Zone –or– 5 – Mostly in a Brownfield Opportunity Area Up to 20 – Leverage of other State and Federal Programs
Up to 40	Program Goals	Up to 20 – Induce Commercial Investment Up to 10 – Revitalize an Urban Center Up to 10 – Improve Local Housing
Up to 20	Project Readiness / Feasibility	Up to 20
Up to 15	President/CEO Commissioner Discretion	Up to 15
Maximum 115		

## **Section 7 – Definitions**

BROWNFIELD shall mean any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant.

BROWNFIELD OPPORTUNITY AREA (BOA) shall mean an area of the municipality that has been approved for funding under the Brownfield Opportunity Area Program for the purpose of establishing a community based revitalization plan and implementation strategy to achieve brownfield redevelopment in a proactive and systematic way.

BUILDING CATEGORY shall mean the following:

- ABANDONED shall mean a wrecked or derelict building that has been left abandoned and unprotected.
- CONDEMNED shall mean a building declared by official order to be unfit for use.
- SURPLUS shall mean a municipally-owned building deemed surplus or no longer required.
- VACANT shall mean having no occupants, or is mostly unoccupied.

BUILDING TYPE shall mean the following:

- COMMERCIAL shall mean real estate zoned for business or industrial use including retail, and that is at least 85% used for business, industrial and/or retail purposes.
- RESIDENTIAL shall mean real estate that is zoned for single-family homes, multi-family apartments, townhouses, condominiums and co-ops, and that is at least 85% used for residential purposes.
- MIXED USE shall mean buildings that include a combination of commercial, office, retail and residential uses.

ECONOMICALLY DISTRESSED COMMUNITY shall mean the following:

- HIGHLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 7 of the criteria listed below:
- MODERATELY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 5 of the criteria listed below:
- SLIGHTLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet 4 of the criteria listed below:
  - ☐ Population loss between the last and previous decennial census – an absolute loss in population.
  - ☐ Unemployment rate (2015 ACS 5 year average) higher than the state (8.2%). (Municipal rate was used if population was over 25,000, otherwise county rate was used.)
  - ☐ Private sector employment growth rate between 2010 and 2015 was lower than the state's rate (2.5%) OR Private sector employment in 2015 was less than the state (78.0%)
  - ☐ Portion of households receiving public assistance in 2015 was greater than the statewide portion (15.4%).

- ☐ Poverty rate in 2015 was greater than the state's poverty rate (15.7%).
- ☐ Per Capita Income change between 2010 and 2015 was less than the growth in the consumer price index (CPI) for all urban consumers nationally (8.5 percent) OR Per capita income in the municipality was less than the state's per capita income (\$32,236) in 2015
- ☐ Full Value Assessment of Taxable Property growth between 2010 and 2015 was less than the statewide growth.
- ☐ Taxable sales growth rate between the period of March 2009 through February 2010 and the period of March 2012 through February 2013 in the county was less than the statewide growth in taxable sales.

ELIGIBLE APPLICANT shall mean any New York State city, town, or village.

GREENFIELD shall mean a piece of property that is undeveloped or a previously developed site that has been cleaned up and is ready for redevelopment. Greenfield projects are not eligible for Restore NY funding.

IN-KIND shall mean a contribution, service or administrative cost associated with the project including funds from other federal, state, or local governments and private contributions. For Restore NY purposes, in-kind contributions will be allowed retroactive to the enactment of the Restore NY round five appropriation (April 10, 2017).

HISTORIC AND/OR CULTURAL PLACE OR PROPERTY shall mean any building, structure, district, area, site, or object, including an underground and underwater site, that is of significance in the history, architecture, archeology, or culture of the state, community, or nation.

LEAD AGENCY shall mean a public entity principally responsible for undertaking, funding, or approving a project. Examples of lead agencies are county industrial development agencies; municipal planning agencies, boards, and councils; health departments; and zoning boards.

MATCH shall mean cash (which is encouraged) or the value of in-kind services, contributions, or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources, and funds from private contributions. Match amounts must be "firmly committed" and will support the proposed Restore NY project. "Firmly committed" shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

MUNICIPALITY shall mean a municipal subdivision that is a city, town, or village.

RESIDENTIAL PROPERTY shall mean a separately assessed lot, parcel, piece or portion of real property used, or that is to be used, as a private dwelling.

PROJECT shall mean the demolition, deconstruction, rehabilitation, or reconstruction of a building or group of buildings that furthers the goal of revitalizing an urban center, encouraging commercial investment, or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their reconstruction, rehabilitation, deconstruction or demolition is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan.

PROJECT TYPE shall mean the following:

- DEMOLITION shall mean to completely tear down or raze a building.
- DECONSTRUCTION shall mean the careful disassembly of a building of architectural or historic significance with the intent to rehabilitate or reconstruct the building, or salvage the disassembled material from the building for reuse.
- REHABILITATION shall mean structural repairs, mechanical systems repair or replacement, repairs related to deferred maintenance, emergency repairs, energy efficiency upgrades, accessibility improvements, mitigation of lead-based hazards, and other repairs that result in a significant improvement to the property, provided however, that to the extent possible, such rehabilitation shall be architecturally consistent with nearby and adjacent properties, or done in a manner consistent with a local revitalization or urban development plan.
- RECONSTRUCTION shall mean the construction of a new building, which is similar in architectural style, size and purpose to a previously existing building at such location, provided however, that to the extent possible that such reconstruction is architecturally consistent with nearby and adjacent properties, or in a manner consistent with a local revitalization or urban development plan.

PROPERTY ASSESSMENT LIST shall mean a list compiled by a municipality, after it conducts an assessment of vacant, abandoned, surplus or condemned buildings within its jurisdiction, and based upon that assessment: (i) sets forth for each property a description of each building that includes the location, size and residential or commercial natures of each building, and whether the building is proposed to be demolished, deconstructed, rehabilitated or reconstructed; (ii) that has been published in a local daily newspaper for no less than three consecutive days; and (iii) that has been the subject of public hearings in the municipalities where the buildings are located.

SITE CONTROL shall mean (i) ownership by the municipal applicant or (ii) written consent from the ownership entity and, if different, the entity that has legal control of the site consenting to the application for Restore NY funding and, if awarded, agreeing to use Restore NY funds as outlined in the application.

SOFT COSTS shall mean costs related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include such items as architecture, design, engineering, permits, inspections, consultants, environmental studies, and regulatory demands needing approval before construction begins. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

SPECIAL PROJECT shall mean a project that results from a severe economic injury to the community, leaving a highly visible and blighted property or properties in the central business district of a highly distressed community which has a depressing effect on the overall economic development potential of the community. This is limited to cities with populations less than 100,000 and all towns and villages that are classified as highly distressed according to ESD's definitions in Section 7 and listed on the Restore NY website.

URBAN CENTER shall mean a central place that functions as the dominant center of an urban area. The U.S. Census Bureau identifies one or more central places for each urbanized area (UA) or urban cluster (UC). Among municipalities, any incorporated place that is in the title of the urban area is a central place of that UA or UC. In addition, any other incorporated place that has an urban population of 50,000 or an urban population of at least 2,500 people and is at least 2/3 the size of the largest place within the urban area also is a central place. Any city or village that is part of a UA or UC and the population of which constitutes no less than 5% of the UA or UC will also be considered an Urban Center.



## **Section 8 – Terms and Conditions**

A municipality that is granted an award or awards shall provide a matching contribution of no less than ten percent of the aggregated Restore NY award or awards amount. Such matching contribution may be cash or the value of in-kind services, contributions or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources and funds from private contributions. Match amounts must be “firmly committed” to support the proposed Restore NY project. “Firmly committed” shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

In-kind contributions may include, but shall not be limited to, the efforts of municipalities to conduct an inventory and assessment of vacant, abandoned, surplus, condemned and deteriorated buildings, and to manage and administer grants awarded to the municipality from the Restore NY Communities Initiative.

Final funding awards will be subject to approval by ESDC Board of Directors following project selection and the anticipated availability of funds. A 1% commitment fee based on the grant amount awarded (not to be less than \$100) will be assessed to all awardees. The commitment fee will be due upon Board approval.

ESD reserves the right to offer project awards to sponsors in different amounts and under different terms than requested. ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances. Expenditures incurred prior to the application due date (December 15, 2017) are not eligible for reimbursement by Restore NY grant funds.

Applications shall be reviewed by the Affirmative Action Unit of ESD, which shall, in consultation with the applicant and/or proposed recipient of Restore NY assistance and any other relevant interested parties, develop appropriate goals, in compliance with applicable law (including Section 2879 of the Public Authorities Law, Article 15-A of the Executive Law and Section 6254 (11) of the Unconsolidated Laws) and the policy of ESD, for participation by minority group members and women. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability, or marital status shall be required.

ESD’s Non-discrimination and Contractor Diversity policy will apply to the Restore projects. The Recipient shall be required to use good faith efforts to achieve an overall Minority and Women Business Enterprise (“MWBE”) participation goal to be set at the time of the award, a goal related to the total value of ESD’s funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project.

Final funding awards will be subject to ESD Board of Directors approval; approval by the New York State Office of Parks, Recreation and Historic Preservation (if applicable); public hearing; and approval by the Public Authorities Control Board.

It is expected the project will proceed in the time frame set forth by the applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. All Restore NY awards will expire 2 years from the award date unless expressly extended by ESD.

ESD encourages the environmentally sustainable practice of recycling construction/demolition (C&D) debris rather than disposition in a landfill. As this is an emerging practice that may not yet be available or commercially feasible in every region of the state, ESD’s Environmental Division will survey municipalities receiving Restore NY awards and their deconstruction/demolition contractors to learn what options they had for C&D debris disposition and whether any of the material was recycled. As a condition of award, the municipality and its contractors must provide the information requested in this survey. NOTE: While C&D recycling is encouraged, it is not required.

## Section 9 – State Historic Preservation Office (SHPO) Consultation Instructions

Under the New York State Historic Preservation Act, Section 14.09 and its associated rules and regulations, State funded (in whole or in part) activities that have the potential to affect historic properties, either directly or indirectly, must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Regulations associated with this law define a Historic and/or Cultural Place or Property as “any building, structure, district, area, site or object including underground and underwater sites, that is of significance in the history, architecture, archeology or culture of this state, its community or the nation.”

**The SHPO process does not need to be completed prior to the submission of the Restore NY application; however, it MUST be completed prior to the approval by ESD Board of Directors. No Restore NY grant funds can be disbursed prior to ESD Board approval.**

In order to expedite the SHPO review process, the applicant must provide the information outlined below for the appropriate project category. Project information should be provided to OPRHP via their Cultural Resource Information System (CRIS). This interactive, web-based system offers the public and government partners convenient and extensive access to the agency’s historic records while streamlining the agency’s delivery of historic preservation programs. The system is available at <https://cris.parks.ny.gov/>. If you or your consultant has not already used NY-CRIS, please go to <http://nysparks.com/shpo/online-tools/> and select the link for the “How to” video, which will guide you through the log-in and project submission process. OPRHP suggests that if you have not previously accessed the CRIS system that you sign up for an NY.GOV account when prompted. This will give you more comprehensive access to the system. CRIS related questions can be submitted to [CRISHelp@parks.ny.gov](mailto:CRISHelp@parks.ny.gov).

All new project entries into the CRIS program should enter the Project Name beginning with “Restore NY” then the name of the project and then the number of involved buildings.

**Example: Restore NY/Smith Road Rehabilitation/12 Buildings**

### **Demolition Projects**

For a demolition project involving a single building (parcel) or a grouping of contiguous buildings (parcels) the information should be entered into CRIS as a single project. In Step 3 of CRIS you will be asked if your project includes one or multiple parcels. If your project is a single property you will select that option in this step. If the project involves multiple adjacent buildings and parcels select the multiple parcel option and draw a boundary around the project area in CRIS Step 3.

Next, in CRIS Step 4 (Built Resources) you will be asked to add specific information about the building associated with your project. Complete this data and add current photographs (jpg.) of the building and any other building specific information. Please be sure to only link building specific photographs and data in this section. Project specific data will be added in a later step.

Once you complete a building’s information you will be brought to the Built Resource grid where you can add another property if your project contains more than one building (multiple parcels). To add another building you will select the “Enter Built Resource” tab and provide the requested information for the property (parcel). You will repeat this process for each building involved in your project.

For demolition projects of discontinuous buildings (parcels) the submission process follows the same guidance as above. However, in CRIS Step 3 when asked if the project includes multiple properties you will need to select the single property option. This will bypass the need to enter each individual building (parcel) site as a separate and new project in CRIS.

Complete CRIS Step 4 as outlined above. Once again, in CRIS Step 4 ONLY attach photographs and historic information for the individual building that you are recording at that time. Do not link project level information at this step, such as site plans or project scopes of work.

In CRIS Step 5 you will need to add a project map or maps (pdf) locating all the involved properties to be included in the project. This is accomplished by selecting the “Attachment” tab and linking a copy of the map (pdf). Additional information about the overall project or individual projects can also be attached here. Be sure to label them carefully when uploading the files. Additional project level photographs can also be added in this step under the “Photos” tab.

### **Rehabilitation Projects**

For individual rehabilitation projects please follow the same CRIS project entry information provided above.

### **New Construction Projects**

For new construction projects, please follow the same CRIS project entry information provided above.

However, in CRIS Step 2 you will need to select the “Will this project involve ground disturbance” option and respond. Documentation of prior ground disturbance will need to be linked in CRIS Step 5. Please be aware that standard farming activities are not classified as ground disturbing activities for the purposes of archaeological assessment.

Under CRIS Step 5 be sure to include photographs of the site to be built on and views looking from the site under the “Photos” tab. Under the “Attachments” tab please add a site plan and any elevations floor plans that are available that depict what is proposed for construction.

It is recommended that the municipality contact NYSHPO’s regional staff associated with its area during the application process. Regional staff contact information can be found at <http://nysparks.state.ny.us>. Click on Historic Preservation; next click on Territorial Assignments. Staff members are listed by the counties they service. Help with the CRIS system can be found by contacting [CRISHelp@parks.ny.gov](mailto:CRISHelp@parks.ny.gov).

**To check for National Register listed or known eligible properties, historic districts and archaeologically sensitive areas that may include or involve a project, please go to <https://cris.parks.ny.gov/> and use the SEARCH function.**

## Section 10 – ESD Regional Offices and Other Resources

Letter of Intent E-Mail Address: [RNY5Intent@esd.ny.gov](mailto:RNY5Intent@esd.ny.gov)

General Restore NY Questions: [restoreny@esd.ny.gov](mailto:restoreny@esd.ny.gov)

### **EMPIRE STATE DEVELOPMENT REGIONAL OFFICES AND COUNTIES SERVED**

#### **Capital – Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington**

Empire State Development  
Hedley Park Place  
433 River Street, Suite 1003  
Troy, NY 12180  
P: 518-270-1130

#### **Central NY – Cayuga, Cortland, Madison, Onondaga, and Oswego**

Empire State Development  
620 Erie Boulevard West - Suite 112  
Syracuse, NY 13204  
P: 315-425-9110

#### **Finger Lakes – Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates**

Empire State Development  
400 Andrews Street - Suite 710  
Rochester, NY 14604  
P: 585-399-7050

#### **Long Island – Nassau and Suffolk**

Empire State Development  
150 Motor Parkway, Suite 311  
Hauppauge, New York 11788  
P: 631-435-0717

#### **Mid-Hudson – Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester**

Empire State Development  
33 Airport Center Drive - Suite 201  
New Windsor, NY 12553  
P: 845-567-4882

**Mohawk Valley – Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie**

Empire State Development  
207 Genesee Street  
Utica, NY 13501  
P: 315-793-2366

**North Country East – Clinton, Essex and Franklin and Hamilton**

Empire State Development  
401 West Bay Plaza  
Plattsburgh, NY 12901  
P: 518-561-5642

**North Country West – Jefferson, Lewis and St. Lawrence**

Empire State Development  
Dulles State Office Bldg.  
317 Washington T, 2<sup>nd</sup> Floor  
Watertown, NY 13601  
P: 315-785- 7941

**New York City**

Empire State Development  
New York City Regional Office  
633 Third Avenue  
New York, NY 10017  
P: 212-803-3130

**Southern Tier – Broome, Chenango, Chemung, Delaware, Steuben, Schuyler, Tioga and Tompkins**

Empire State Development  
Binghamton Office State Office Building  
44 Hawley Street, Room 1508  
Binghamton, NY 13901  
P: 607-721-8605

**Western NY – Allegany, Cattaraugus, Chautauqua, Erie and Niagara**

Empire State Development  
95 Perry Street, Fifth Floor  
Buffalo, NY 14204  
P: (716) 846-8200

**Empire State Development Planning and Environmental Review Office**

- (212) 803-3252 or 3253

**NYS Department of Environmental Conservation**

- <http://www.dec.ny.gov>

**NYS OPRHP Office of State Historic Preservation Office**

- <http://nysparks.state.ny.us/shpo>



New York Office  
11 Hanover Square  
Suite 701  
New York, NY 10005  
p: 212.566.8805  
f: 212.566.8806

New Orleans Office  
1307 Oretha C Haley Blvd  
Suite 300  
New Orleans, LA 70113  
p: 504.569.0014

November 27, 2017

Alexandra Church  
Director of Planning and Development, City of Newburgh  
123 Grand Street  
Newburgh, NY 12550  
(845) 569-7388

Dear Ms. Church,

As part of the Restore NY application process for the Dutch Reformed Church,  
Alembic will pay the \$500.00 application fee required by Empire State Development.

Sincerely,



Benjamin Warnke  
Principal

## Individual Property Data Sheet

Municipal Name	
Project Name	

Complete an Individual Property Data Sheet for each building in this application. Limit description to the space provided on this form. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (Part 6.c).

Site Name/Address	
Size (in square feet):	
Is the municipality the owner of this property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If NO, Name of Property Owner:	
Is the property owner an official of the applicant municipality, or spouse, son or daughter of a municipal official?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Assessed Value of Property		Date of Last Assessment	
----------------------------	--	-------------------------	--

Is the building/property located in an:		If YES, provide name of zone/area:
Brownfield Opportunity Area	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Project Type: (Check all that apply) (See Section 7 of Guidelines for Definitions)	Demolition <input type="checkbox"/>	Rehabilitation <input type="checkbox"/>
	Deconstruction <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
In specific terms, describe the reuse strategy for this property.		
Estimated start date:		
Estimated completion date:		
Describe status of permits, zoning or other regulatory requirements.		

**ATTACHMENTS: (1) Façade Photo (2) Site Control Affidavit (if necessary)**

**Individual Property Budget****Page 1**

Municipal Name	
Project Name	

Site Name/Address	
ESD Region	
Total Square Feet (SF)	

Check One in Each Column

Building Type *	Type of Construction (commercial/mixed-use only)	Building Category *	Project Type *
Residential <input type="checkbox"/>	Office – Class A <input type="checkbox"/>	Vacant <input type="checkbox"/>	Demolition <input type="checkbox"/>
Commercial <input type="checkbox"/>	Office – Class B <input type="checkbox"/>	Abandoned <input type="checkbox"/>	Deconstruction <input type="checkbox"/>
Mixed-Use <input type="checkbox"/>	Office – Class C <input type="checkbox"/>	Surplus <input type="checkbox"/>	Rehabilitation <input type="checkbox"/>
	Office – Class D <input type="checkbox"/>	Condemned <input type="checkbox"/>	Reconstruction <input type="checkbox"/>
	Light Mfg – Class B <input type="checkbox"/>		
	Light Mfg – Class C <input type="checkbox"/>		
	Light Mfg – Class D <input type="checkbox"/>		
	Retail – Class C <input type="checkbox"/>		
	Retail – Class D <input type="checkbox"/>		

\* See Guidelines Section 7 for Definitions.

RNY Funding Calculation for Commercial Buildings (Commercial ONLY)							
( Commercial Allowance	x	Total SF )	+	( HazMat Allowance	x	Total SF )	= Maximum RNY Funding Request
	x		+		x		=

\* See Guidelines Section 5 for Commercial and HazMat Allowance Charts

Sources of Project Financing as itemized on the Sources and Uses Statement			
Name of Entity		Funding Amount	Documentation Attached *
Cash			Yes <input type="checkbox"/> No <input type="checkbox"/>
Bank			Yes <input type="checkbox"/> No <input type="checkbox"/>
Other 1			Yes <input type="checkbox"/> No <input type="checkbox"/>
Other 2			Yes <input type="checkbox"/> No <input type="checkbox"/>
Other 3			Yes <input type="checkbox"/> No <input type="checkbox"/>
Other 4			Yes <input type="checkbox"/> No <input type="checkbox"/>

\* ATTACHMENT:

- (1) Letters of commitment for all financing sources
- (2) Documentation for all equity commitments



## Individual Property Budget – Sources and Uses Statement

Municipal Name	'Property Assessment List' Individual Property Number:
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[illegible]

## Part 7.c – Site Control Affidavit for Non-Municipally Owned Properties

Municipal Name	
Project Name	

It is my/our understanding that \_\_\_\_\_ will submit a Restore NY  
(MUNICIPAL NAME)  
grant proposal to Empire State Development Corporation requesting funds to revitalize urban centers,  
induce commercial investment and improve the local housing stock.

I/we further understand that the Restore NY program provides grants for up to 90% of the costs to  
demolish, deconstruct, rehabilitate and reconstruct residential and commercial properties, subject to  
applicable program grant limits.

I/we further understand that the \_\_\_\_\_ is proposing to use these  
(MUNICIPAL NAME)  
funds to demolish, deconstruct, rehabilitate and/or reconstruct my property at

\_\_\_\_\_  
STREET, CITY, STATE, ZIP (COUNTY)

I/we certify that I/we are the rightful owners of such property and that I/we consent to have my/our  
property included in the Restore NY application and will allow the municipality control of the above  
mentioned property for the purposes outlined in this application.

/s/ \_\_\_\_\_  
Type/Print Name \_\_\_\_\_ Phone: \_\_\_\_\_

/s/ \_\_\_\_\_  
Type/Print Name \_\_\_\_\_ Phone: \_\_\_\_\_

This is to certify that I have reviewed the tax roles for the \_\_\_\_\_  
(MUNICIPAL NAME)  
and determined that \_\_\_\_\_ is/are the owner(s) of record of  
(NAME(S) OF PROPERTY OWNER)

\_\_\_\_\_  
STREET, CITY, STATE, ZIP (COUNTY)

\_\_\_\_\_  
TAX MAP #

as of the most recent assessment period and that no transfer of ownership information has been  
transmitted to the \_\_\_\_\_ since that date.  
(MUNICIPAL NAME)

/s/ \_\_\_\_\_  
(CITY CLERK / TREASURER)

Type/Print Name \_\_\_\_\_

**NOTE: For long term leased properties where the lessee is in control of the property (e.g., a ground lessee), the lessee must also submit a signed Site Control Affidavit.**

Alembic Community Development welcomes the opportunity to submit this proposal for Restore NY as part of its greater initiative to revive the Dutch Reformed Church in the City of Newburgh. The Church, designed by Alexander Jackson Davis in 1835, is a designated national landmark and an extraordinary example of mid-19<sup>th</sup> century architecture. The Church has remained vacant and dilapidated for over 40 years, evading demolition through the efforts of local preservationists and residents. It remains one of the most iconic monuments in Newburgh and across the Hudson Valley. In 2005, the World Monument Fund included the Church on their list of the world's most important endangered cultural sites.

In 2017, Alembic Community Development won an RFP released by the City of Newburgh that includes three separate projects, among them the full rehabilitation of the Dutch Reformed Church. Alembic's proposal includes a multi-phased timeline for the Church, broken down as follows:

1. Emergency stabilization to prevent future demise and possible collapse. As detailed in the 2017 roof survey provided by Ryan Biggs I Clark Davis Engineering and Surveying (also includes cost estimate), this would include the following at the very least, and would begin in 2018:
  - Ceiling and debris removal
  - Repairs to roof framing, truss and catwalk.
  - Gallery and temporary gutter repairs

Based on a more detailed survey, additional work may include new window systems, restoration of masonry walls and foundation, reconstruction and reinforcement of front stoop and front steps, among further modifications. Following an environmental investigation, it may include environmental clean-up of hazardous materials such as lead and asbestos. We estimate structural work to begin in 2018.

2. Led by Hester Street Collaborative, a community planning and engagement initiative to ensure the end use of the Church meets the needs and aspirations of City Center residents, community leaders, elected officials and other key stakeholders.
3. Full restoration and build out of the Church's interior to accommodate uses identified through the planning and engagement initiative. We estimate construction costs for this buildout at \$300.00 per square foot based on recent rehabilitation projects in the area, and will be applying for historic tax credits (state and federal) and a mortgage for financing.

In partnership with the City of Newburgh, Alembic Development Company is seeking \$1,000,000 for the structural stabilization, professional services related to its full restoration, and an environmental assessment and possible clean-up. It is our hope that Restore NY will provide financing vital to the structure remaining in stable condition throughout the community visioning and restoration phases.

There are two grants that have been previously awarded to the City, and will fulfill the 10% match requirement of \$100,000 for this grant. The first grant, awarded in 2004, is from the State Historic Preservation Office for \$50,000. The Newburgh Preservation Association (NPA) was awarded a second grant from the New York State Office of Parks, Recreation and Historic Preservation for \$69,000. This grant is in the process of being transferred to the City of Newburgh.



New York Office  
11 Hanover Square  
Suite 701  
New York, NY 10005  
p: 212.566.8805  
f: 212.566.8806

New Orleans Office  
839 St. Charles Avenue  
Suite 100  
New Orleans, LA 70130  
p: 504.569.0014  
f: 504.569.0013

### Contact

Benjamin Warnke, Principal  
(212) 566-8805, Ext. 13

[bwarnke@alembiccommunity.com](mailto:bwarnke@alembiccommunity.com)

Michael McCarthy, Director, New York Office  
(212) 566-8805, Ext. 12

[mmccarthy@alembiccommunity.com](mailto:mmccarthy@alembiccommunity.com)

### Background and History

Alembic Community Development combines two community development practices that shared a common commitment to collaborative efforts to build stronger communities: Warnke Community Consulting, a consulting firm that designed and implemented community development programs and initiatives and Alembic Development Company, a practice that partners with nonprofit community-based organizations to build affordable and supportive housing and community space. In merging the two into one integrated company, Alembic Community Development offers a full continuum of planning and development services to nonprofit organizations, neighborhoods and cities.

As consultants, among our primary achievements, are:

- Initiating and leading the Rebuild Chinatown Initiative, an organizing and planning effort in the wake of September 11th ;
- Assisting in the capitalization and management of the Renaissance Economic Development Corporation's \$14 million emergency working capital fund for small businesses in Chinatown;
- Assisting in the creation of a community-based nonprofit relief and development organization, now called Hope Community Development Agency, in Biloxi, Mississippi, after its devastation by Hurricane Katrina;
- Coordinating the start-up of two nonprofit organizations in post-Katrina New Orleans: Guardians of the Flame, an organization dedicated to the preservation of the Mardi Gras Indian tradition in New Orleans, and the Lower 9<sup>th</sup> Ward Neighborhood Empowerment Network Association; and,

Alembic also provides real estate development consulting services to nonprofit organizations, helping them realize their development objectives. Our work includes assisting in the identification and recruitment of development team members, preparing and submitting financing and tax credit applications, preparing and revising development and operating proformas, and overseeing predevelopment work and construction finance management.

As developers, Alembic has over 1,000 units in construction or completed in thirteen projects with a total development cost of approximately \$395 million. The company has also completed one commercial building with a total of 43,000 square feet and total development costs of \$14 million. In addition, we have developed over 75,000 square feet of community facilities and commercial space. Our portfolio includes two historic rehabilitations-- the commercial rehabilitation of an abandoned school building in New Orleans, and the renovation and conversion of a vacant school in Harlem into a new clubhouse for the Boys and Girls Club of Harlem and 79 units of mixed income

housing. The project, PS 186, was recently awarded the Lucy G. Moses Preservation Award and the New York State Historic Preservation Award.

### Alembic Development Portfolio

#### *Completed Projects*

- 73-unit, \$19.4 million affordable housing project in the Bathgate neighborhood of the Bronx;
- 76-unit, \$21 million affordable housing project in East Harlem;
- 106-unit, \$37.5 million affordable housing project for families and individuals and supportive housing for individuals with psychiatric disabilities in the Morris Heights neighborhood of the Bronx in partnership with Community Access;
- 32-unit, \$5.2 million scattered site affordable housing project in Pass Christian, Mississippi;
- 48-unit, \$12.6 million supportive housing project for women ex-offenders and low-income community residents in Bedford-Stuyvesant in partnership with Providence House.
- 44-unit, \$11.9 million supportive housing project in Washington Heights in partnership with the Community League of the Heights (CLOTH);
- 76-unit, \$19.9 million affordable housing gut rehabilitation in Inwood with CLOTH;
- 22-unit, \$7.1 million supportive housing project in the Prospect Lefferts Gardens neighborhood of Brooklyn in partnership with Providence House;
- 4-unit, \$2 million affordable housing project in the mid-City neighborhood of New Orleans in partnership with Jane Place Neighborhood Sustainability Initiative;
- 43,000 square foot, \$14 million redevelopment of an historic, vacant school building in New Orleans into a fresh food market and flexible small business office space; and,
- 120-unit, \$42.5 million supportive housing project in the Mott Haven neighborhood of the Bronx in partnership with Barrier Free Living.
- 79-unit, \$48.6 million mixed-use, mixed-income building with a 10,000 square foot community facility in Harlem in partnership with the Boys and Girls Club of Harlem.
- 60-unit, \$26.8 million, mixed use building with 16,000 of community facility space in Harlem in partnership with Children's Village and Harlem Dowling.
- 134-unit, \$62.1 million mixed-use building with supportive housing and commercial space in the Ocean Hill neighborhood of Brooklyn in partnership with Services for the Underserved.

#### *Under Construction*

- 168-unit, \$78 million affordable senior housing with the Hebrew Home of the Aged. Constructed above an existing day care center and facility operated by United Cerebral Palsy of New York State. To be completed early 2019.

RESOLUTION NO.: 352 -2017

OF

DECEMBER 11, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
CANCELLING THE SECOND WORK SESSION AND  
REGULAR MEETING OF DECEMBER 2017**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 21, 2017 and the second regular meeting of December 25, 2017 be and hereby are cancelled.

RESOLUTION NO.: 353 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DEDICATING THE INTERSECTION OF CATHERINE STREET AND  
GRAND STREET AS PASTOR MINNIE B. POWELL SQUARE**

**WHEREAS**, Pastor Minnie B. Powell was very deeply committed to ministering to those individuals she met in her journey through life both in her travels and in the City of Newburgh, New York; and

**WHEREAS**, Pastor Powell was a devoted member of the FBH Church of God of the Americas, and after being ordained in 1953, Pastor Powell founded the Mt. Calvary FBH Church, Newburgh, NY in 1954; and

**WHEREAS**, The Mt. Calvary FBH Church, Newburgh, NY originally conducted services at 20 South Water Street and after a fire relocated to 18 South Water Street. In 1963, Pastor Powell moved the congregation to 4 Avoca Street, and then in 1981 to 167 Grand Street where she pastored until her retirement in 2013 after 58-year history of pastoring; and

**WHEREAS**, Pastor Powell was appointed District President of the Canadian District in 1995 and the New England District in 1996 serving the FBH Church of God of the Americas faithfully and untiringly until her retirement. In addition, Pastor Powell was employed by St. Luke's Hospital, Butterfield Hospital, and along with her beloved husband Governor, operated, with love and kindness, an adult care facility for men from their home for 25 years; and

**WHEREAS**, it is fitting and appropriate that Pastor Powell's life and work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles she represented;

**NOW, THEREFORE, BE IT RESOLVED**, in recognition of Pastor Powell's dedicated service to the Newburgh Community, that the intersection of Catherine Street and Grand Street be dedicated to her honor, as Pastor Minnie B. Powell Square, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Pastor Powell's family; and that a copy of this resolution be forwarded to her family, with greatest respect, from the entire Newburgh City Council; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.