CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
January 24, 2022
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of January 10, 2022 / Aprovacion del Acta de la Reunion General del Consejal del 10 de enero de 2022
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Police Chaplaincy Swearing In
   Juramentacion de la Capellanía Policial

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

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

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

7. Resolution No. 14 - 2022 - Agreement with INFRAMARK Contract Operator Services at the Water Treatment Plant

   Resolution authorizing the City Manager to execute a professional services agreement with INFRAMARK, LLC to provide emergency services at the City of Newburgh Water Treatment Plant.

   Resolución autorizando al Gerente Municipal a ejecutar un acuerdo de servicios profesionales con INFRAMARK, LLC para proveer servicios de emergencia en la Planta de Tratamiento de Agua de la Ciudad de

Newburgh.

8. Resolution No. 15 - 2022 - Resolution of Support for Removal of the Walsh Road Dam in New Windsor Dam

   Resolution of the City Council of the City of Newburgh, New York supporting the removal of the Walsh Road Dam in the Town of New Windsor NYS ID# STATE ID: 195-0535C.

   Resolución del Consejo Municipal de la Ciudad de Newburgh, Nueva York apoyando la remoción de la represa Walsh Road en el pueblo de New Windsor NYS ID # STATE ID: 195-0535C.

9. Resolution No. 16 - 2022 - 2022 Liability and Municipal Property Insurance Renewal

   Resolution authorizing an extension of the 2021 general liability insurance policy for the period January 1, 2022 to January 31, 2022; cyber liability, equipment breakdown and site pollution liability insurance polices for the period January 1, 2022 to December 31, 2022; and municipal property, general and auto liability, law enforcement liability, and public officials and employment practices liability insurance policies for the period February 1, 2022 to December 31, 2022

   Resolución que autoriza una prórroga de la póliza de seguro de responsabilidad civil general de 2021 para el período comprendido entre el 1 de enero de 2022 y el 31 de enero de 2022; de las pólizas de seguro de responsabilidad civil cibernética, de avería de equipos y de contaminación de lugares para el período comprendido entre el 1 de enero de 2022 y el 31 de diciembre de 2022; y de las pólizas de seguro de propiedad municipal, de responsabilidad civil general y de automóviles, de responsabilidad civil de las fuerzas del orden y de responsabilidad civil de los funcionarios públicos y de prácticas de empleo para el período comprendido entre el 1 de febrero de 2022 y el 31 de diciembre de 2022.

10. Resolution No. 17 - 2022 - Updated Take-Home Vehicle Policy

    Resolution adopting a revised City of Newburgh Vehicle Usage Policy and Procedure for Commuting with a City-Owned Take-Home Vehicle.

    Resolución que adopta una Política y Procedimiento revisados de Uso de Vehículos de la Ciudad de Newburgh para Viajar con un Vehículo Para Llevar a Casa propiedad de la Ciudad.

11. Resolution No. 18 - 2022 - To Apply for and Accept if Awarded a Hudson River Valley Greenway Grant for $10,000 for Trail Planning & Design

    Resolution authorizing the City Manager to apply for and accept if awarded a Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway in an amount not to exceed $10,000.00 for a bike trail from the Newburgh-Beacon Bridge to downtown Newburgh.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa Greenway Conservancy for the Hudson River Valley Trail program de Hudson River Valley Greenway por un monto que no exceda los $10,000.00 para un sendero para bicicletas desde el Puente Newburgh-Beacon hasta el centro de Newburgh.

12. Resolution No. 19 - 2022 - Personnel Book Amendment

    Resolution amending the 2022 Personnel Analysis Book to change one Temporary Lieutenant position to a Permanent Lieutenant position and to delete one vacant Firefighter position in the Fire Department.

    Resolución por la que se modifica el Libro de Análisis de Personal 2022 para cambiar un puesto de Teniente Temporal por un puesto de Teniente Permanente y suprimir un puesto vacante de Bombero en el Cuerpo de Bomberos.

13. Resolution No. 20 - 2022 - Resolution Authorizing a Payment of Claim

    A resolution authorizing the City Manager to execute a payment of claim with Ariel Clark and Samuel Clark in the amount of $10,474.33

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Ariel Clark y Samuel Clark por el monto de $10,474.33

14. Resolution No. 21 - 2022 - Resolution Authorizing a Payment of Claim

    A resolution authorizing the City Manager to execute a payment of claim with Eduar Molina Veles in the amount of $5,197.73

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Eduar Molina Veles por el monto de $5,197.73

15. Resolution No. 22 - 2022 - Resolution Authorizing an Extension of Time

    A resolution authorizing an extension of time for City Manager Todd Venning to establish residency within the City of Newburgh.

    Resolución que autoriza una prórroga para que el Gerente de la Ciudad, Todd Venning, establezca su residencia en la ciudad de Newburgh.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 14 - 2022

OF

JANUARY 24, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INFRAMARK, LLC TO PROVIDE EMERGENCY SERVICES AT THE CITY OF NEWBURGH WATER TREATMENT PLANT

WHEREAS, to avoid staffing shortages and to ensure the continuous provision of City services during the COVID-19 pandemic, the City of Newburgh proposes engage Inframark, LLC, the operator of the City's Wastewater Treatment Plant, to provide water and infrastructure services at the City of Newburgh Water Treatment Plant on an emergency basis; and

WHEREAS, Inframark, LLC has submitted a professional services agreement to provide such water and infrastructure services on an emergency basis with the funding derived from F.8330.0448; and

WHEREAS, the City Council finds that entering into a professional services agreement with Inframark, LLC 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 City Manager is hereby authorized to execute a professional services agreement with Inframark, LLC to provide water and infrastructure services at the City of Newburgh Water Treatment Plant on an emergency basis.

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PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** (the "Agreement") is made this _____ day of _____ 2022, between:

1) **City of Newburgh**, a municipal corporation with its principal place of business at 83 Broadway, Newburgh, New York 12550 (hereinafter the "Client"); and

2) **Inframark, LLC**, a Texas limited liability company with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the "Operator" or "Contractor").

BACKGROUND

The Client desires to procure operation and maintenance services for it water treatment facility, which is located at _____ ("Facilities") and the Operator desires to provide said operation and maintenance services to the Client.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

1.1 This Agreement shall commence on _____, 2022 ("Commencement Date") and shall remain in full force and effect until terminated under Section 5 below.

2) OPERATOR'S SERVICES

2.1. Operator shall provide the services as set forth in Schedule 2, which is attached hereto (the "Services").

2.2. Operator may perform additional services beyond the Services outlined herein with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.

2.3. Operator may recommend Capital Improvements or operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Client's rejection of or refusal to implement the recommended Capital Improvement or operational changes, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

2.4. Operator shall:

2.4.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, Client's existing Permits as defined in Schedule 3 of this Agreement, licenses, and specifications applicable to the Services; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region;

2.4.2. Use qualified (and where required, certified) personnel to provide the Services in accordance with Applicable Law and the Client's Permits and Discharge Permits; and

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2.4.3. Provide response services for an Emergency Event at the Facilities twenty-four hours a day, seven days a week.

3) CLIENT OBLIGATIONS

3.1 Client shall:

3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits and Discharge Permits;

3.1.2. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;

3.1.3. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;

3.1.4. Perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by Applicable Law, the Client's Permits. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of Applicable Law and the Client's Permits;

3.1.5. Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit data required for monthly reporting to local, state and federal agencies;

3.1.6. Dispose of Process Residue;

3.1.7. Perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement; and

3.1.8. Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities and vehicles under Client's ownership and which have been assigned by Client to the Facilities.

3.2. Client shall be responsible for all equipment, materials, supplies, parts, tools, rental equipment, and chemicals related to the operation and maintenance of the Facilities. If Client does not provide any such equipment, materials, supplies, parts, tools, rental equipment, and chemicals, Operator will not be liable for any loss, damage or liability arising from or related to the Client's work, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification. If Client does not provide any such equipment, materials, supplies, parts, tools, rental equipment, and chemicals, Operator may incur said equipment, materials, supplies, parts, tools, rental equipment, and chemicals and Client shall reimburse or compensate the Operator for the costs of such plus an administrative fee of 15%

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of the cost thereof.

4) FEES AND PAYMENT

4.1 Client shall pay Operator $150.00 per hour for the Services provided from 7:00 AM to 5:00 PM on Mondays through Fridays that are not holidays ("Regular Hours"). If Operator performs any Services outside the Regular Hours, Client shall pay Operator $200.00 per hour for the Services. If Operator provides any Services that are subject to prevailing wage rates pursuant to New York Labor Law, Client shall pay Operator the hourly prevailing wage rate plus sixty percent (60%). Operator shall charge Client in four (4) hour increments for the work performed. All payments shall be due within thirty (30) days of the date of invoice.

4.2 Any disputes regarding invoices shall be raised, in writing setting forth sufficient detail regarding the nature of the dispute, within ten (10) business days from the date of said invoice. If Client does not properly raise a dispute with an invoice within ten (10) business days from the date of said invoice, any such disputes will be waived.

4.3 Any and all late payments due to either party from the other party shall accrue interest at a rate of one and one-half percent (1½ %) per month from the original due date and until payment is received, unless waived by agreement.

4.4 In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Compensation to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by the Operator.

5) TERMINATION

5.1 Either party may terminate this Agreement with or without cause upon seven (7) days' written notice to the other party.

5.2 Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days, or thirty (30) days for failure to pay an undisputed invoice when due (such applicable period, "Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently. Should Client pay an unpaid, undisputed invoice within the Cure Period, the termination notice under this provision will be deemed automatically withdrawn.

5.3 In the event of the termination of this Agreement under Sections 5.1 or 5.2 above, Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination, plus the balance of unamortized costs incurred by Operator as reflected on Operator's financial statements, and the effectiveness of such termination by Client will be conditioned upon receipt by Operator of such payment. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 5.2. Such deduction will not exceed the final payment owed to Operator and will constitute a full and final settlement between Client and Operator for any and all claims against Operator by Client and a release by Client of any and all further claims against Operator. Client shall

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make payment within thirty (30) days of the date of termination.

5.4 Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner.

6) FINES, INDEMNIFICATION AND LIMITATION

6.1 Contractor is only liable for environmental regulatory fines and penalties imposed by environmental regulatory bodies that result after the Contract Effective Date and only to the extent said violations are directly attributable to Contractor's breach of its contractual obligations hereunder. Prior to settlement or payment of any such fines or penalties, Contractor reserves the right to contest any actions, suits or proceedings for violations through administrative procedures or otherwise. If the Facility loading exceed its design parameters or if influent contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facility; or ii) discharges which violate applicable ordinances, Contractor will use its best efforts to maximize performance of the Facility but shall not be responsible for associated effluent characteristics or damages, fines or penalties which result.

6.2 If the Facilities loading exceed its design parameters or if influent contains: i) Abnormal or Biologically Toxic Materials, Non-Processible Water, or other substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable sewage ordinances, the Operator will use its best reasonable efforts to maximize performance of the Facilities but shall not be responsible for associated effluent characteristics or damages, fines penalties, damages, or other liabilities which result. Operator shall provide Client with prompt notice of such conditions identified in this Section 7.2.

6.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CLIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OPERATOR AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OR RESULTING FROM OR RELATED TO OPERATOR'S PERFORMANCE OF THE SERVICES HEREUNDER, BREACH OF THIS AGREEMENT BY THE CLIENT, AND ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY AND/OR PROPERTY DAMAGE, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF OPERATOR.

6.4 Operator is not liable for any liabilities resulting from the collection system for the Facilities unless such liabilities are the result of Operator's negligent direct actions.

6.5 Operator shall not be liable for any damages, fines, penalties, or other liabilities of any kind resulting from following the instructions, directions, or policies of the Client or authorized representative.

6.6 Operator is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by Client or any third party as a result of a data security breach or other cyber security breach to the Facilities or Client's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to

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the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions.

6.7 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.

6.8 In the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Operator by Client that are not covered by the insurance policies required hereunder, Operator's liability to Client shall not exceed an aggregate amount equal to the compensation paid to Operator in the Agreement Year in which such cause of action and/or claim is raised.

6.9 FOR EQUIPMENT OR PARTS PURCHASED BY OPERATOR, OPERATOR SHALL PASS ON ANY MANUFACTURERS WARRANTIES OR GUARANTEES TO THE CLIENT AND PROVIDE THE CLIENT REASONABLE ASSISTANCE IN ENFORCING THE MANUFACTURER'S WARRANTIES AND GUARANTEES. OPERATOR SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED IN CONNECTION WITH THE SERVICES HEREUNDER AND OPERATOR SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY BREACH OF GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, BY ANY MANUFACTURER OR SUPPLIER OF EQUIPMENT OR MATERIALS PURCHASED FOR THE CLIENT UNDER THIS AGREEMENT. OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

6.10 If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.

7) INSURANCE

7.1 Operator shall provide and maintain the following levels of insurance coverage at all times during the Term.

7.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate;

7.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services

hereunder, to the required statutory amount; and

7.1.3. Automobile Liability Insurance with a combined single limit of one million dollars ($1,000,000).

7.2 Operator shall name Client as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by Client arising as a result of Client's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to Client's proportionate degree of negligence or fault.

7.3 Operator shall provide Client with thirty (30) days' notice prior to cancellation of any policy hereunder.

7.4 Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 7.1 and that Client is named as an additional insured.

7.5 Client warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

8) DISPUTES

8.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

8.2 If the parties are unable to resolve any disputes in accordance with 8.1 above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.

9) MISCELLANEOUS

9.1 The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied

9.2 This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

9.3 The parties may only modify this Agreement by a written amendment signed by both parties.

9.4 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

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9.5 Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

9.6 This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

9.7 A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 1. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

9.8 The Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9.9 In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.

9.10 All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

Inframark, LLC 2 Renwick Street Newburgh, New York 12550 Attn: Michael Batz	City of Newburgh 83 Broadway, First Floor Newburgh, New York 12550 Attn: Jason C. Morris, P.E.
With copy to:	With a copy to:
Inframark, LLC 220 Gibraltar Road, Suite 200 Horsham, Pennsylvania 19044 Attn: Legal Department	City of Newburgh 83 Broadway, Second Floor Newburgh, New York 12550 Attn: Corporation Counsel

9.11 All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.

9.12 Defined terms in this Agreement are set out in Schedule 1 or within the main body of this Agreement, capitalized or within quotation marks.

9.13 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

9.14 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

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9.15 Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

CITY OF NEWBURGH	**INFRAMARK, LLC**
By:	By:
Title:	Title:
Date:	Date:

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Schedule 1: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water, or any substance or material for which the Facilities and routine procedures are not designed to receive or treat.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Client's raw and finished water.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client's capital proceeds.

"Client's Permit(s)" and/or *"Permit(s)"* means all permits and licenses issued to Client and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

"Commencement Date" is defined in Section 1.1.

" Compensation" is defined as Operator's compensation for the Services rendered under this Agreement.

"Emergency Event" means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of Client and/or Operator, their employees and/or agents or others

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

"Non-Processible Water" is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

"Process Residue" means grit, screenings, water treatment residuals, and wastewater sludge and biosolids generated by or through the operation of the Facilities.

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Schedule 2: Scope of Services

Operator shall provide labor to assist the Client in operating and maintaining the Facilities. Upon twenty-four (24) hours' notice from Client, except in the case on an Emergency Event, Operator shall provide personnel to provide operational assistance for the Facilities under the direction, instruction, and supervision of the Client's City Engineer and Water Superintendent. Operator shall abide by all Client's manuals, specifications, and policies and procedures for providing such operational services.

Operator shall not be responsible for all regulatory compliance and reporting required by Applicable Law.

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Schedule 3: Client's Permits

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RESOLUTION NO.: ____15____ - 2022

OF

JANUARY 24, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING OF THE REMOVAL OF THE WALSH ROAD DAM IN THE TOWN OF NEW WINDSOR NYS ID# STATE ID: 195-0535C

WHEREAS, Riverkeeper proposes to remove the Walsh Road Dam (NYS ID# State ID: 195-0535C), located in the Town of New Windsor on Quassaick Creek, as part of a project entitled "Undamming the Quassaick Creek in New York State: site assessment and design for Walsh Road Dam removal to improve community resilience, increase aquatic connectivity, and reduce flooding risks," (the "Project") in response to the National Fish and Wildlife Foundation's 2021 Emergency Coastal Resilience Fund RFP; and

WHEREAS, Riverkeeper's Project to remove the Walsh Road Dam would reduce the flood potential in a high-risk area and provide a strong measure of flood resilience to an environmental justice community; and

WHEREAS, as a requirement of the application, Riverkeeper must obtain a resolution by the municipality supporting the Project; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the Riverkeeper's project to remove the Walsh Road Dam (NYS ID# State ID: 195-0535C) located in the Town of New Windsor.

<On City Manager Letterhead>

January 24, 2022

Lynn Dwyer
Program Director, Northeast, Coastal
National Fish and Wildlife Foundation

RE: Undamming the Quassaick Creek in New York State: site assessment and design for Walsh Road Dam removal to improve community resilience, increase aquatic connectivity, and reduce flooding risks

Dear Ms. Dwyer:

The City of Newburgh is pleased to provide this letter in support of the proposal submitted by Riverkeeper entitled, "Undamming the Quassaick Creek in New York State: site assessment and design for Walsh Road Dam removal to improve community resilience, increase aquatic connectivity, and reduce flooding risks," in response to the National Fish and Wildlife Foundation's 2021 Emergency Coastal Resilience Fund RFP.

The Quassaick Creek is a tributary to the Hudson River that has numerous obsolete mill dams that no longer serve any useful purpose. These dams block critical spawning and nursery habitat for several imperiled aquatic species. Some of these dams also contribute to localized flooding risks for adjacent communities. The Walsh Road Dam (NYS ID# State ID: 195-0535C) is one of these large legacy dams, threatening residents and impairing habitat connectivity for wildlife. The dam is located just downstream of the Mullins Courtyard Apartments, a public housing complex in the City of Newburgh, identified by USEPA EJScreen as an environmental justice community. The apartment complex lies wholly within a flood-prone location, and is surrounded by impermeable soils. FEMA mapping shows the apartment complex to be located in a flood zone that is susceptible to 100-year floods or intense rainfall events that are becoming increasingly more frequent with climate change. Additionally, the Walsh Road Dam is directly adjacent to a sewage pump station owned by the Town of New Windsor, which forms critical infrastructure and serves the Town of New Windsor in the area south of the dam site. Removal of the dam will not only improve fish passage and help restore river flow regimes, it will also reduce the risk of flooding, protect community assets and residents, and improve resilience to critical infrastructure.

The Walsh Road Dam will soon be the first barrier to the Hudson River on the Quassaick Creek. In October 2020, Riverkeeper, NYSDEC, The City of Newburgh, and Orange County partnered to remove the Strooks Felts Dam, which was the first barrier to the Hudson River. Newburgh is currently in the process of removing the Holden Dam, which lies just downstream of the Walsh Road Dam. Once the Holden and Walsh Road Dams are removed, approximately 1.5 river miles will be opened, restoring critical habitat for American eel, river herring, blue crab, brown trout, and both species of black bass.

This project furthers the goals of Riverkeeper's dam removal and habitat restoration program. Riverkeeper has been building a groundswell of community support for dam removal to restore aquatic life to the Hudson River and its watershed by increasing habitat connectivity and protecting communities from threats associated with climate change. In addition to the Strooks Felt Dam removal, Riverkeeper successfully brokered a deal that resulted in the removal of the Wynants Kill Dam in Troy in 2016, removed the first barrier on Furnace Brook in Cortlandt in 2020, and created design plans for the removal of Maiden Lane Dam (scheduled to be removed this year by Westchester County). Riverkeeper has agreements to remove additional dams in the watershed.

As a partner of Riverkeeper, we fully support this proposal to create design plans to remove the Walsh Road Dam and engage with the community. The dam's removal would reduce the flood potential in a high-risk area, providing a strong measure of flood resilience to an environmental justice community. We view this project as a high value opportunity to help create a climate resilient community and help foster environmental stewardship for those who live nearby this historic creek.

Sincerely,

Todd Venning
City Manager

RESOLUTION NO.: 16 - 2021

OF

JANUARY 24, 2021

A RESOLUTION AUTHORIZING AN EXTENSION OF THE 2021 GENERAL LIABILITY INSURANCE POLICY FOR THE PERIOD JANUARY 1, 2022 TO JANUARY 31, 2022; CYBER LIABILITY, EQUIPMENT BREAKDOWN AND SITE POLLUTION LIABILITY INSURANCE POLICIES FOR THE PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022; AND MUNICIPAL PROPERTY, GENERAL AND AUTO LIABILITY, LAW ENFORCEMENT LIABILITY, AND PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICIES FOR THE PERIOD FEBRUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2022; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has obtained an extension of the City's 2021 General Liability Insurance Policy for the period January 1, 2022 to January 31, 2022; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a package of insurance coverage for cyber liability, equipment breakdown and site pollution liability for the period January 1, 2022 to December 31, 2022; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for municipal property, general and auto liability, law enforcement liability, and public officials and employment practices liability for the period February 1, 2022 to December 31, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the extension of the City's 2021 General Liability Insurance Policy for the period January 1, 2022 to January 31, 2022; the package of insurance coverage for cyber liability, equipment breakdown and site pollution liability for the period January 1, 2022 to December 31, 2022; and the package of insurance coverage for municipal property, general and auto liability, law enforcement liability, and public officials and employment practices liability for the period February 1, 2022 to December 31, 2022; 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, as described herein, and third-party claims administration services for the applicable time periods.

RESOLUTION NO.: 17 - 2022

OF

JANUARY 24, 2022

A RESOLUTION ADOPTING A REVISED CITY OF NEWBURGH VEHICLE USAGE POLICY AND PROCEDURE FOR COMMUTING WITH A CITY-OWNED TAKE-HOME VEHICLE

WHEREAS, by Resolution No. 109-2014 of April 28, 2014, the City Council of the City of Newburgh adopted a Vehicle Policy and Procedure for Commuting; and

WHEREAS, by Resolution No. 291-2021 of December 13, 2021, the City Council adopted an amended Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle; and

WHEREAS, the City Manager and City Comptroller have proposed an additional revision to the most recent Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle, and the City Council finds that adopting the policy with the additional revision is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the City of Newburgh Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle shall take effect on January 25, 2022.

CITY OF NEWBURGH

Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301/Fax (845) 569-7370

Todd Venning, City Manager

tvenning@cityofnewburgh-ny.gov

TO: Mayor & City Council

FROM: Todd Venning, City Manager

Ryan Ciancanelli, Acting City Comptroller

Date: January 24, 2022

Subject: City Vehicle Usage Policy for Commuting with a City Owned Take-Home Vehicle

I. Purpose

The purpose of this Memorandum is to update the policies and procedures for employees who are issued a city-owned take-home vehicle, and for the City to comply with IRS rules regarding the fringe benefit cost of such use.

II. General

The Office of the Comptroller will be responsible for ensuring compliance with this Memorandum

III. Vehicle Assignment

The City Manager is responsible for assigning city-owned vehicles to employees for the use of commuting and daily work-related travel. Currently the following positions are authorized to be issued a city-owned vehicle:

1. City Manager
2. Police Commissioner
3. Police Chief
4. Police – Administrative Commander
5. Police – Detective Commander
6. Police – Patrol / Operations Commander
7. Police – Staff Services Supervisor
8. K-9 Unit Members
9. Police - Detective Non-Fatal Shooting Task Force

10. Fire Chief
11. Assistant Fire Chief – Fire Prevention
12. Commissioner of Public Works
13. Superintendent of Public Works
14. Water Superintendent
15. City Engineer

The employees above are deemed on-call for all city of Newburgh related emergencies. Law enforcement officers are authorized to carry a firearm, execute search warrants, and make arrests while commuting in an unmarked police vehicle.

The vehicles are for the exclusive use by the employee assigned the vehicles and driving non-city employees is prohibited. Apart from the City Manager, no personal use is allowed. **Employees are required to commute in the vehicle.**

IV. Notifications

If applicable, the Office of the Comptroller will notify an employee that use of a vehicle is a taxable fringe benefit by memo. The Office of the Comptroller will record the vehicle usage as a taxable fringe benefit on the employee's payroll and W2 form using the method in accordance with IRS regulations.

The City Manager has the authority to take away an employee's commuting vehicle if the employee fails to comply with the policy.

The Office of the Comptroller may require the submission of mileage use forms to ensure proper use of the vehicles is occurring in accordance with this policy.

This policy takes effect January 25, 2022 and replaces all existing policies issued by the City of Newburgh related to city owned commuter vehicles.

Nothing in this policy is intended to conflict with a specific provision in a collective bargaining agreement between the City and the recognized labor organization representing City employees.

RESOLUTION NO.: ____18____ - 2022

OF

JANUARY 24, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GREENWAY CONSERVANCY FOR THE HUDSON RIVER VALLEY TRAIL PROGRAM GRANT FROM THE HUDSON RIVER VALLEY GREENWAY IN AN AMOUNT NOT TO EXCEED $10,000.00 FOR A BIKE TRAIL FROM THE NEWBURGH-BEACON BRIDGE TO DOWNTOWN NEWBURGH

WHEREAS, the City of Newburgh Transportation Advisory Committee has requested that the City of Newburgh apply for a Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway to fund the planning and community engagement of a bike trail from the Newburgh-Beacon Bridge to Downtown Newburgh; and

WHEREAS, the grant application requires an approved municipal board resolution authorizing the grant application which may be submitted within 48 hours of the municipal board's meeting date if such meeting date is after the grant application deadline; and

WHEREAS the City is applying for a grant award in the amount of $10,000.00 with a match to be derived from in-kind City services; and

WHEREAS, if awarded, the funding will be used to plan and design a dedicated bike trail from the Newburgh-Beacon Bridge to downtown Newburgh; and

WHEREAS, this Council has determined that making such application 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 Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway in the amount of $10,000.00 with a City-match of in-kind services to fund planning and community engagement of a bike trail from the Newburgh-Beacon Bridge to Downtown Newburgh; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the project funded thereby.

City of Newburgh

received 1/11/22 OB

GRANT APPLICATION FORM

SCANNED 1/12/2022

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Bike Lane to Downtown Newburgh	NAME OF DEPARTMENT REQUESTING GRANT: Dept of Planning on behalf of Transportation Advisory Committee (TAC)	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Ali Church, Director of Planning and Naomi Hersson-Ringskog, Co-Chair of TAC
NAME OF GRANT/NAME OF AWARDING AGENCY: Greenway Conservancy Trail Grant Program	GRANT SUBMITTAL DATE: February 4, 2022	AMOUNT OF AWARD: $10,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, $10,000, IN-KIND	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: N/A

PROJECT PLAN:

Scope of Project:
To apply and accept the design and public engagement of a bike lane from Newburgh Beacon Bridge to Downtown Newburgh at Broadway.

Key Stakeholders:

- Newburgh Transportation Advisory Committee
- City of Newburgh
- Residents on Liberty Street and/or Grand Street and Grand Avenue in Town of Newburgh

Project Timeline: (ex. Dates)

- One year for planning.

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER SIGNATURE: Dijan Ciaravelli

DATE: 1/11/2022

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE:

DATE: 1-11-22

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ **APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO**

CORPORATION COUNSEL SIGNATURE: _____

DATE: 1/11/2022

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

1/10/22 Work session
1/24/22 voting meeting

In kind match
If cash + materials will require separate resolution to accept

Hudson River Valley Greenway or National Heritage Area
Grant Application Budget Request

Fill in all expenses associated with the project using the **Funds Requested** and **Match** tabs.
The math is done for you! Numbers entered in any tab will automatically total here. You cannot enter anything on this page.

Project Costs	Funds Requested		Match		*Outside Funds*		Total
Contractual/Professional*	$10,000.00		$2,000.00		*N/A*		$12,000.00
Equipment/Supplies/Materials*	$0.00		$1,100.00		*N/A*		$1,100.00
Construction*	$0.00		$0.00		*N/A*		$0.00
Land Acquisition*	N/A		$0.00		*N/A*		$0.00
In-Kind Services*	N/A		$7,380.70		*N/A*		$7,380.70
*Outside Funding**	N/A		N/A		*$0.00*		$0.00
Totals*	**$10,000.00**	**+**	**$10,480.70**	**+**	*$0.00*	**=**	**$20,480.70**
	Total Requested		**Total Match**		*Total Outside Funds*		**Total Project Cost**

Total Match must equal or exceed Total Requested

*Will automatically total from respective worksheet

Funds Requested

	Contractual/Professional Services Vendors (Your municipal/organization staff salaries not allowed)	Amounts	
Vendor or Service>	Engineering Firm	$10,000.00	<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
	*Sub-Total Contractual/Professional Services**	*$10,000.00*	<Will auto-total

	Equipment/Supplies/Materials	Amounts	
Specify>			<Fill in
Specify>			<Fill in
Specify>			<Fill in
Specify>			<Fill in
Specify>			<Fill in
	*Sub-Total Equipment/Supplies/Materials**	*$0.00*	<Will auto-total

	Construction Vendors (Your municipal/organization staff salaries not allowed)	Amounts	
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
	*Sub-Total Construction**	*$0.00*	<Will auto-total

Total Funds Requested* **$10,000.00** <Will auto-total

*Will automatically transfer to the correct location on **Totals** tab.

Your Match, Section 1: Cash

Use section 1 and 2 to document amounts used to match **Funds Requested.**
You **must** provide at least $1 in **Match (Cash and/or In-Kind)** for every $1 of **Funds Requested.**
Note: NYS Environmental Protection Fund money cannot be used as match for Greenway Trail Grants.
Note: Federal funds cannot be used as match for Heritage Development Grants.

	Contractual/Professional Services Vendors (Your municipal/organization staff salaries not allowed)	**Amounts**	
Vendor or Service>	Business Fundraisers raised by Dept of Small Interventions	$2,000.00	<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
	Sub-Total Contractual/Professional Services*	***$2,000.00***	<Will auto-total

	Equipment/Supplies/Materials	**Amounts**	
Specify>	Paint, Materials Donated for Demonstration Project	$1,000.00	<Fill in
Specify>	Printed Flyers donated by Dept of Small Interventions	$100.00	<Fill in
Specify>			<Fill in
Specify>			<Fill in
Specify>			<Fill in
	Sub-Total Equipment/Supplies/Materials*	***$1,100.00***	<Will auto-total

	Construction Vendors (Your municipal/organization staff salaries not allowed)	**Amounts**	
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
Vendor or Service>			<Fill in
	Sub-Total Construction*	***$0.00***	<Will auto-total

	Land Acquisition		
Specify>			<Fill in
	Sub-Total Land Acquisition*	***$0.00***	<Will auto-total

*Will automatically transfer to the correct location on **Totals** tab.

Your Match, Section 2: In-Kind

In-Kind Services (Your municipal/organization staff salaries allowed)

Job title>	Director of Planning & Development, Ali Church	<Fill in job title
Rate of Pay>	$75.00	<Fill in rate of pay
Total Hours>	10.00	<Fill in hours
Total Salary 1	*$750.00*	<Will auto-total
Job title>	Engineering Department, Chad Wade	<Fill in job title
Rate of Pay>	$65.00	<Fill in rate of pay
Total Hours>	8.00	<Fill in hours
Total Salary 2	*$520.00*	<Will auto-total
Job title>	Dept of Small Interventions, Naomi Hersson-Ringskog	<Fill in job title
Rate of Pay>	$80.00	<Fill in rate of pay
Total Hours>	60.00	<Fill in hours
Total Salary 3	*$4,800.00*	<Will auto-total
Job title>	George Garrison, Superintendent of Dept. of Public Works	<Fill in job title
Rate of Pay>	$87.00	<Fill in rate of pay
Total Hours>	5.00	<Fill in hours
Total Salary 4	*$435.00*	<Will auto-total
Job title>		<Fill in job title
Rate of Pay>		<Fill in rate of pay
Total Hours>		<Fill in hours
Total Salary 5	*$0.00*	<Will auto-total

General Volunteer Hours (New York rate of $30.18 per IndependentSector.org)

Total Hours>	30.00	<Fill in general hours
	$875.70	<Will auto-total
Sub-total In-Kind Services*	***$7,380.70***	<Will auto-total
Total Match*	**$10,480.70**	<Will auto-total

*Will automatically transfer to the correct location on **Totals** tab.

NEW YORK STATE OF OPPORTUNITY.

Hudson River Valley Greenway

KEVIN M. BURKE
Chairman
Greenway Conservancy

BARNABAS MCHENRY
Chairman
Greenway Council

SCOTT KELLER
Executive Director

Greenway Conservancy for the Hudson River Valley Trail Grant Program Application

Note: You must save this form to your computer before filling it out. Forms must be completed using Adobe Acrobat 7.0 or higher.

PART A—PROJECT CATEGORY

Trail Type (check **only** one): ☑ On-Land ☐ Water Trail

Check the **one** category that best fits your project:

☐ Trail Construction
☐ Trail Rehabilitation or Improvement
☑ Trail Planning or Design
☐ Trail Education or Interpretation

PART B—GENERAL PROJECT AND APPLICANT INFORMATION

1. Project Name: Bike Trail to Downtown Newburgh

2. Lead Applicant Organization or Municipality:

City of Newburgh

In County: Orange County

3. Co-Applicant(s) (if any):

Newburgh Transportation Advisory Committee

4. Project Location: County/Counties Orange County

City/Town/Village(s) City of Newburgh & Town of Newburgh

Project Site Address: Grand Avenue, Grand Street and Liberty Street

City/Town/Village: Newburgh State: NY Zip Code: 12550

5. Federal ID#: 14-6002329 Charities Registration (if not-for-profit):

Applications must be received by close of business on deadline. 2021 deadlines are May 7, Sep 10, & Nov 8.

Applicant Match includes cash, in-kind services and other monies from eligible grants and must match or exceed Greenway Funds Requested.
***Other Funding includes federal, state, and other grants not reflected in Applicant Match.*

6. Applicant's Interest in Property (e.g. own, lease, easement, etc.): Own

7. Legislative Districts: Senate: 39 Assembly: 104

8. Check category of Lead Applicant: [✓] Municipality [ ] Not-for-Profit Corporation

***All not-for-profits must include a copy of their IRS Determination Letter and latest audit, or their latest financial statement if not audited.**

9. Signatory and Lead Contact Information

Signatory of Lead Applicant Organization

Name: Todd Venning

Title: City Manager/CEO

Mailing Address: 83 Broadway

City: Newburgh State: NY Zip: 12550

Phone: 845-569-7301

Email: tvenning@cityofnewburgh-ny.gov

Lead Contact Person (if different from Signatory):

Name: Naomi Hersson-Ringskog

Title: Co-chair of Transportation Advisory Committee

Mailing Address: 6 Grand Street

City: Newburgh State: NY Zip: 12550

Phone: 2024134262

Email: nringskog@gmail.com

PART C—PROJECT DESCRIPTION

☐ Project connects to New York Empire State Trail (Education/Interpretation projects not eligible)

Project Description

Please provide a brief project description, which addresses all relevant project issues, including how your project fits one of the Project Category priorities in the Trail Grant Program Guidelines page 5, and how it addresses any of the Additional Criteria. Detail how the project connects to the New York Empire State Trail, if applicable.The narrative must also explain how the project will promote at least one or more of the Greenway Criteria. A 1-page narrative is preferred; however, you may attach additional pages. Minimum font size 10 point Narrative must not exceed 3 pages.

Please refer to attached document.

Applications must be received by close of business on deadline. 2021 deadlines are May 7, Sep 10, & Nov 8.

PART D— WORK PROGRAM & TIME LINE

Work Program & Time Line: Briefly list the proposed work program by task or phase, associated with the project to be funded under this grant request. This grant can only cover work performed and completed after the award date. This date also applies to all match counted toward awards.

Project Start Date: March 2022 Expected Project Completion Date: November 2022

	Description	Start Date	Completion Date
Phase/Task 1:	Kick Off Coordination w Team & Consultant	March	April
Phase/Task 2:	Develop Public Engagement Strategy	April	April
Phase/Task 3:	Presentation,Workshop, PopUp Testing/Demo	May	June
Phase/Task 4:	Existing Conditions Analysis & Plan & Review	June	July
Phase/Task 5:	CityCouncil Presentation/Public Dissemination	August	November
Phase/Task 6:			
Phase/Task 7:			
Phase/Task 8:			
Phase/Task 9:			
Phase/Task 10:			

Budget: For your application to be considered complete and accepted, you must fill out the Budget Summary Excel file. Please send this Excel file. Do not print out and scan.

Community Risk and Resiliency Act (CRRA)

The Community Risk and Resiliency Act (CRRA) of 2014, along with the Smart Growth Public Infrastructure Policy Act prohibits New York State agencies from approving, undertaking, supporting, or funding public infrastructure projects unless the projects are consistent with mitigation of future physical risk from sea-level rise, storm surges, and flooding. Your participation in this grant program is pursuant to this requirement and you acknowledge that if your project is one that seeks to build physical infrastructure it will be consistent with the criteria listed. Full information on the CRRA can be found at https://www.dec.ny.gov/energy/102559.html.

☑ Check here to acknowledge the above.

Environmental/Historic/Coastal Consistency Reviews

Does the project require a permit approval or funding from any other governmental agency (federal, state or local)?

☑ No ☐ Yes If "yes", list the agency(ies) and permit/approvals:

SEQRA Status – Please select the appropriate action type:

Type 1 ☐ Type 2 ☑ Unlisted ☐

For further guidance, see http://www.dec.ny.gov/permits/6203.html

If the project is a Type I or Unlisted Action, please attach the Environmental Assessment Form

If a Determination of Significance has been established, what was the determination?

N/A

Regional Economic Development Council Strategic Plans

Please check the Regional Economic Development Council(s) in which the project will take place: (For guidance, please see http://regionalcouncils.ny.gov)

Capital Region ☐ Mid-Hudson Region ☑ New York City ☐

Please list the specific numbers of the goals and strategies of the region's strategic plan that your project will help implement:

Efforts in smart growth and transit-oriented development, downtown revitalization, infrastructure

Municipal/Board Grant Request Resolution*:

An approved municipal or non-profit board resolution authorizing and endorsing this grant application must be provided before the application can be considered complete. A sample municipal resolution and not for profit certification/resolution are provided in the guidelines.

*Note: If your Board does not meet until after the application deadline, please complete the following:
The municipal board will be considering a resolution for this project to be voted on the following date:

_____.

The resolution will be sent to the Greenway office within 48 hours of this meeting date.

Certification: Please read and sign the following. Digital signatures are acceptable. Unsigned applications will not be considered for funding

> "I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law

Name: Todd Venning Title: City Manager/CEO

Signature: _____ Date: _____

Applications must be received by close of business on deadline. 2021 deadlines are May 7, Sep 10, & Nov 8.

Application Requirements & Checklist

Please note: Applicants must complete or release previously awarded projects through the Greenway Conservancy Trail Grant Program before being eligible to receive funding in this round.

You must submit the following by the deadline. Failure to include any of the required elements may make your application ineligible for consideration.

☑ **1) Email Submission:** A complete electronic copy of all application materials (a single PDF document is preferred) should be emailed to **grants@hudsongreenway.ny.gov** **Attach original Excel budget as a separate file.**

☑ **2) Completed and signed Greenway Conservancy for the Hudson River Valley Trail Grant Application Form including signature by elected official or head of organization. Please note:**

* Not-for-profits must include Federal ID #, Charities Registration # and IRS determination letter
* Municipalities must include Federal Tax ID#

☑ **3) Completed Budget Summary Excel File** (Do not print out and scan)

☑ **4) Financial Information:** Not-for-profits must include Federal ID #, Charities Registration #, IRS determination letter, and latest financial audit. Municipalities must include Federal Tax ID#. If your organization is not required to have an audit, please provide a copy of your most recent financial statements.

☑ **5) Resolution(s):** All applicants are required to pass a resolution by the governing body authorizing the grant application. The applicant municipality must obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located. Include the signed and dated resolution in your application. Not-for-profit corporations must submit an approved municipal letter(s) of support in addition to their own resolution. *Note: If your Board does not meet until after the application deadline, please complete the related section on page 5.

☑ **6) Map(s) of the proposed project area:** Please include a map of the proposed project area, including its location within the county, as well as a more detailed depiction of the project site. Please include any nearby trails. Include GPS coordinates of the planned or existing trailhead where appropriate. If your project involves the installation of signs, please show locations of signs to be installed. Maps must be legible. See Google maps for a simple way to produce a legible map: https://maps.google.com/

☑ **7) Supporting Information:** Where appropriate, include photos, plans, drawings and other documents that highlight the need for this project. Letters of support from partners and beneficiaries of the proposed project are also recommended.

☑ **8) Ownership Interest:** Include documentation of ownership interest in the property (deed) if applicable, and, if the applicant is not the landowner, a written agreement with the landowner.

☑ **9) Legal Compliance:** Please indicate that you have applied for all local, state and federal permits. Your project must comply with all local, state and federal laws and requirements. Funds will be contingent on proof of such permits.

☑ **10) SEQRA Compliance**: If project is a Type I or Unlisted Action, please attach the completed Environmental Assessment Form.

☑ **11) Not-for-profit Corporations** must also submit a copy of their latest financial audit and IRS Determination Letter. If your organization is not required to have an audit, please provide a copy of your most recent financial statements.

Applications must be received by close of business on deadline. 2021 deadlines are May 7, Sep 10, & Nov 8.

CITY OF NEWBURGH & TRANSPORTATION ADVISORY COMMITTEE
BIKE TRAIL TO DOWNTOWN NEWBURGH
PROPOSAL FOR 2022

The City of Newburgh in partnership with the Newburgh Transportation Advisory Committee and Town of Newburgh are seeking funding for a feasibility study of the city's first bike lane. The bike lane would connect the Newburgh Beacon Bridge to Broadway in downtown Newburgh. With support from the Greenway Conservancy Trail grant, a feasibility study would formalize our intent to create a non-motorized connection that serves commuters, residents, tourism, recreation and economic development between Beacon and Newburgh and its nearby cultural assets and small businesses. This proposed trail would promote the Hudson River because it utilizes the Newburgh-Beacon Bridge, one of only five bridges connecting the east and the west counties of the Hudson River, as well as expand the reach of many trails in Beacon (Trail of Two Cities, Madame Brett's Mill Park, Dennings Point and more).

We are seeking $10,000 to hire an engineering firm, Weston & Sampson to review the action plan, determine what kind of bicycle infrastructure would be appropriate for Liberty and Grand Street corridors, and lastly, inform, get feedback and engage the local residents and motorists by staging a demonstration project. This project aligns with local, regional, and state transportation, public health, and climate change mitigation goals.

This bike trail would have a tremendous impact of 1) providing safe bicycling infrastructure on a popular commuter and recreation route 2) connect with downtown businesses 3) promote the George Washington's Headquarters and Frederick Douglass Trail. It would also run past the original Wheelman's Club which was a bicycle club in the late 1940s

Since the inception of the Transportation Advisory Committee (TAC) in 2019, bicycle, pedestrian and all modes of non-motorized transportation advocacy have been a high priority. During our first year, TAC played a critical role in passing Complete Streets legislation and organizing community events including monthly critical mass bike rides and repair cafes for bicycles to raise interest and advocacy around bicycle infrastructure. This advocacy is crucial for Newburgh, considering the demographics of the city. Newburgh's diverse community is young with an average median age of 28, 25% of the population lives below the poverty line with an average median income of just $35,000 and is heavily dependent on non-motorized modes of mobility because (according to census data) 30% of Newburgh residents live in a household with no vehicles. In 2020, with the support of HGAR Foundation, TAC completed a community-informed Bike Action Plan that identified key routes and key concerns of bicyclists and would-be bicyclists (see Appendix 1). The Bike action Plan specifically identifies the corridor between downtown Newburgh over the inter-county Newburgh Beacon Bridge as a priority connection. TAC has also formed a bicycle taskforce that meets monthly to advocate for infrastructural improvements and to advocate for recommendations made in the Bicycle Action Plan.

Conservancy Trail Grant Criteria, Category 2
This project fulfills 4 of the 5 criteria of the Conservancy Trail Grant Program's Category 2 (Projects to complete design segments that further the goals of the Greenway trail program).

First, the project develops a new bike segment of Greenway Trail that will connect downtown Newburgh to Beacon via the Newburgh Beacon Bridge. This trail will traverse the Hudson River (see Appendix 2, Greenway map context map)

Second, the project will connect to a significant portion of Greenway Trails in Newburgh and Beacon. In Newburgh this trail includes the Trail of Two Cities and The Frederick Douglass Trail. In Beacon, the trail connects via the Newburgh-Beacon bridge to the Trail of Two Cities, Madame Brett's Mill Park, Dennings Point and more. (see Appendix 3, Greenway existing trails map). With the completion of this trail, there is potential for greater connectivity and expansion in Orange County. (See public access criteria.)

Third, the project would connect Newburgh and Beacon communities to other significant cultural, heritage and recreational sites such as the East End Historic District which is the State's second largest historic district. This

district includes noteworthy buildings such as the Crawford House, Dutch Reformed Church, City Club, the three fraternal buildings (American Legion, YMCA and the Masonic Temple), and ultimately George Washington's Headquarters and AME Zion Church, where Frederick Douglass spoke in 1870. With views of the scenic viewshed of Mount Beacon. This trail also strengthens Newburgh's two commercial corridors: Broadway and Liberty Street.

Fourth, the resulting trail will be monitored for maintenance by the Newburgh Transportation Advisory Committee and the 8-member Bicycle Taskforce. In this being the first bike trail, TAC will be motivated to expand the network incrementally year by year.

Lastly, Orange County and specifically Newburgh is at a geographic disadvantage as it is located on the western side of the Hudson River and therefore does not make a connection to the New York Empire State Trail.

Promotion of Greenway criteria

This project promotes several Greenway criteria described below.

Natural and Cultural Resources Protection: Preserve and promote scenic views from Dutch Reformed Church that was made famous by the Hudson River School Painters. The corridors' adjacent parks, Tyronne Crab, Audrey Carey and George Washington Headquarters, could see an uptick of users and appreciation. Providing a safe way to engage in non-motorized transportation may reduce pollution from motor vehicles which will contribute to natural resource protection.

Regional Planning: This project focuses on the regional connectivity and coordination between Newburgh and the Town of Newburgh, Beacon, and New Windsor. City Planning and Transportation Committee have been involved with the Quassaick Creek Watershed Alliance's trail efforts. Transportation Committee has worked with the Beacon Hudson River Trail's Chairman on advocacy matters regarding the curfew on the Newburgh-Beacon Bridge. All these efforts contribute to regional planning and connectivity.

Economic Development: This bike trail would stimulate tourism between Newburgh and Beacon. With increased visitors, this would support small businesses along the corridor and downtown area. As a result of this, the city could bolster its fledgling business and visitor attraction strategy. Communities with bicycling and walking often see small businesses supported.

Public Access: The bike trail would increase public access to the scenic view of the Dutch Reformed Church, George Washington's Headquarters, AME Zion Church where Frederick Douglass spoke and also, due its proximity, to the waterfront. This trail could be expanded in the future to connect to Stillman and Howell Greenway Trails, Kowawese State Unique Area and potential Quassaick Creek Trail or Scenic Road Connection in New Windsor. (See Appendix X vision map) The Newburgh-Beacon bridge, built in 1960 is only one of five bridges connecting the east and the west counties of the Hudson River. This trail would promote the Hudson River because it utilizes the Newburgh-Beacon Bridge, and expands the reach of many trails in Beacon (Trail of Two Cities, Madame Brett's Mill Park, Dennings Point and more). Penetrating to the heart of the city, this trail also potential guides bikers to discover the scenic views on the water's edge in New Windsor or Cornwall.

Heritage and Environmental Education: The trail would increase awareness for both residents and tourists of the Hudson River Valley's unique cultural heritage and environmental resources.

Additional: The proposed project is also consistent with a number of the additional criteria prioritized by the Greenway Conservancy Trail grant program.

CITY OF NEWBURGH & TRANSPORTATION ADVISORY COMMITTEE
BIKE TRAIL TO DOWNTOWN NEWBURGH
PROPOSAL FOR 2022

Climate Change Adaptation and Mitigation and Alternative Transportation: TAC's focus has been to improve our city's alternative, non-motorized transportation in order to reduce greenhouse emissions and promote a healthy lifestyle. TAC has been instrumental in providing public programming around bicycling as well as facilitating private property owners to incorporate bicycle infrastructure into their development plans and/or procuring bike racks and bike repair stations.

Planning Documentation: This project fits within the purview of local, regional, and statewide plans. *Newburgh Bike Action Plan (2020):* this project was voted the number one community priority in a grassroots community process which included community presentations, discussions, and voting. *Newburgh Comprehensive Plan (2018):* included a transportation section outlining more investment in biking and walking, and developing economic development via tourism among other efforts.

Community Participation This project has been entirely developed by volunteer labor to date with the exception of technical assistance provided by Dan Suraci of Urban Cycling Solutions. The community bike action plan was funded by a smart growth grant from National Realtors Association. At the core of the Transportation Committee and the bike action plan was to hear from residents. Our monthly meetings plus monthly bike rides and quarterly bike programs or projects are way t we plan to inform our public.

ADA: One of the Transportation Advisory Committee members is a representative from Independent Living. He will provide feedback on how this bike trail can align with the Americans with Disabilities Act.

Regional Economic Development Councils
The Mid-Hudson Regional Economic Development Council's overall goal of creating "livable," "sustainable" and "vibrant" communities aligns with this proposal. See additional notes in the PDF.

The project is located in a Greenway Compact Community.

Appendices

1. Bike Community Action Plan
2. Past photos of biking- critical mass, speaker, bike rack installed etc.
3. Proposed bike trail map
4. Geographic Context of other Greenway trails
5. Letters of Support

City of Newburgh
Transportation Advisory Committee



Supplemental Materials
Hudson River Greenway Grant 2021

TOWN OF NEWBURGH
1496 Route 300 Newburgh New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax 845-566-9486
e-mail supervisor@townofnewburgh.org

November 5, 2021

Hudson River Valley Greenway
625 Broadway, 4th Floor
Albany, New York 12223

RE: City of Newburgh/Newburgh Transportation Advisory Committee Trail Grant Application for study of proposed bike trail between Hamilton Fish Newburgh Beacon Bridge and Broadway, City of Newburgh

Dear Hudson Valley Greenway Grant Program:

The Town of Newburgh endorses the application of the City of Newburgh to your 2021 grant program for an engineering study of a proposed bike trail connecting the Hamilton Fish Newburgh Beacon Bridge to the City's downtown area. A small section of the trail along Grand Avenue between the Bridge and the Town - City boundary would be located in the Town. The bike trail would promote regional connectivity and stimulate area tourism.

Thank you for your consideration.

Very truly yours,

Gilbert J. Piaquadio,
Town Supervisor

GP/mct

cc: Town Board Members
Joseph P. Pedi, Town Clerk

Town of Newburgh Letter of Support

Past Support for Ending the Curfew on the Newburgh Beacon Bridge

Elected Officials

- Representative Sean Patrick Maloney
- Senator Jonathan Jacobson
- Senator Sue Serino
- Senator James Skoufis
- Assemblywoman Sandy Galef
- Dutchess County Executive Marcus Molinaro
- Councilwoman Karen Mejia (Newburgh)

Transportation Groups

- Newburgh Transportation Advisory Committee
- Dutchess County Transportation Council
- Orange County Advisory Council

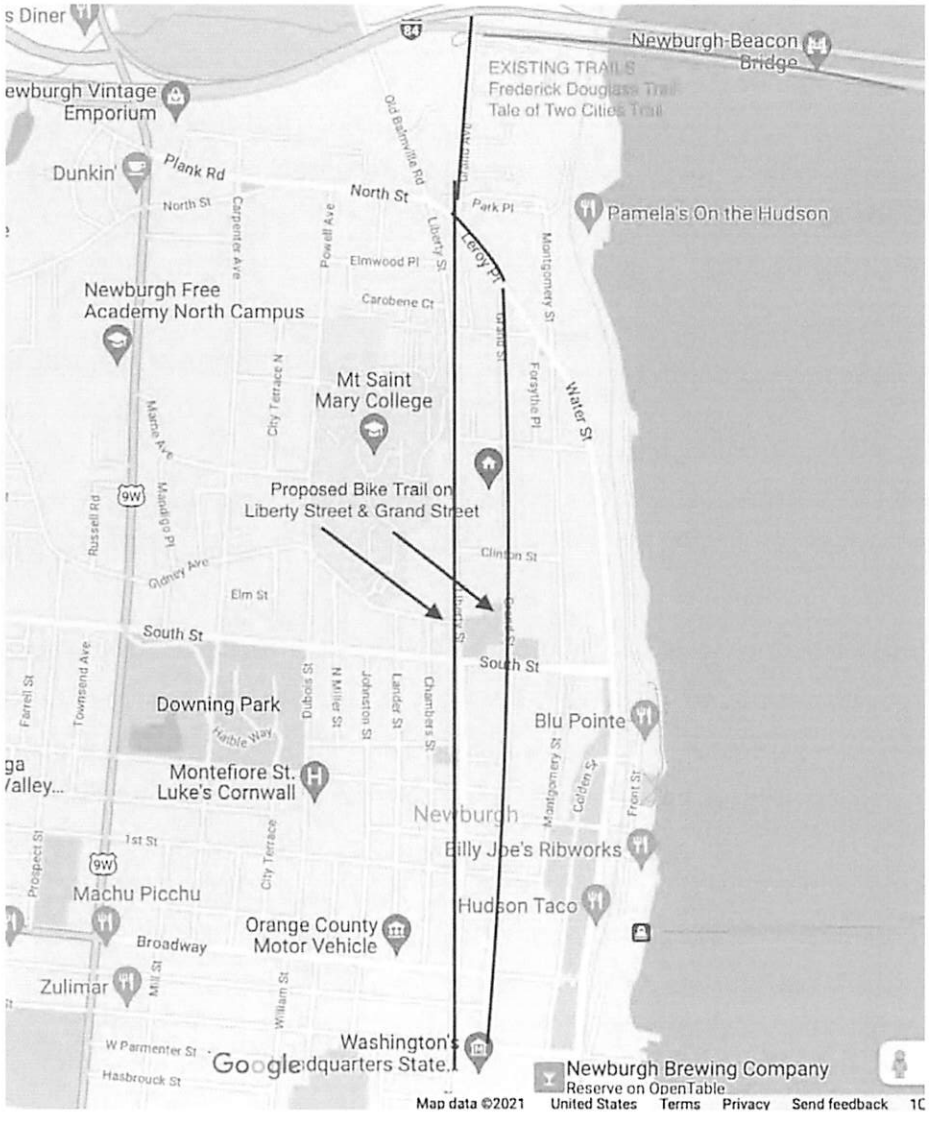
Government Agencies

- New York State Police
- Dutchess County Department of Planning
- Orange County Department of Planning

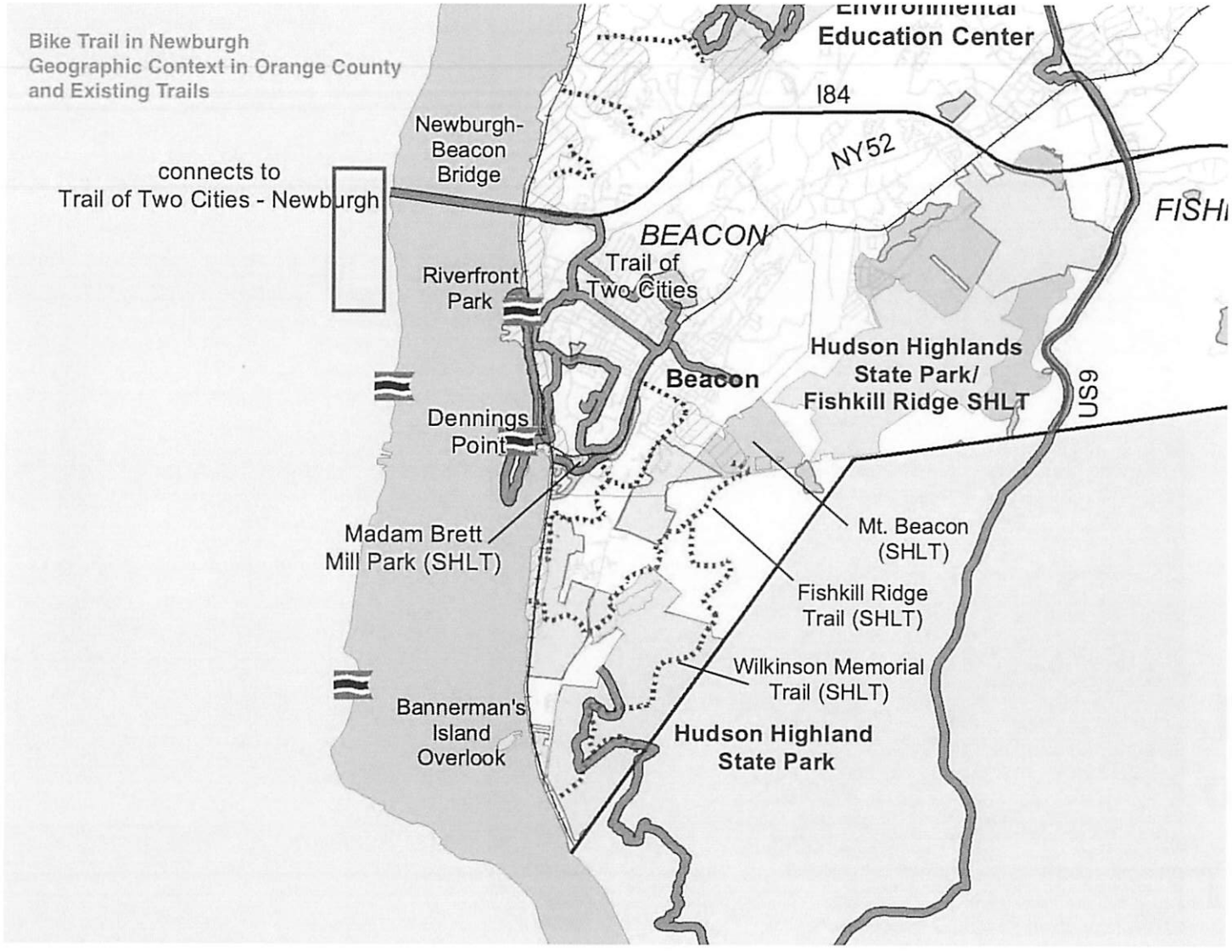
Business / Civic Groups

- Planned Parenthood
- Independent Living
- ADS Warehouse
- Atlas Studios
- Binnacle Books
- Fareground Community + Farm

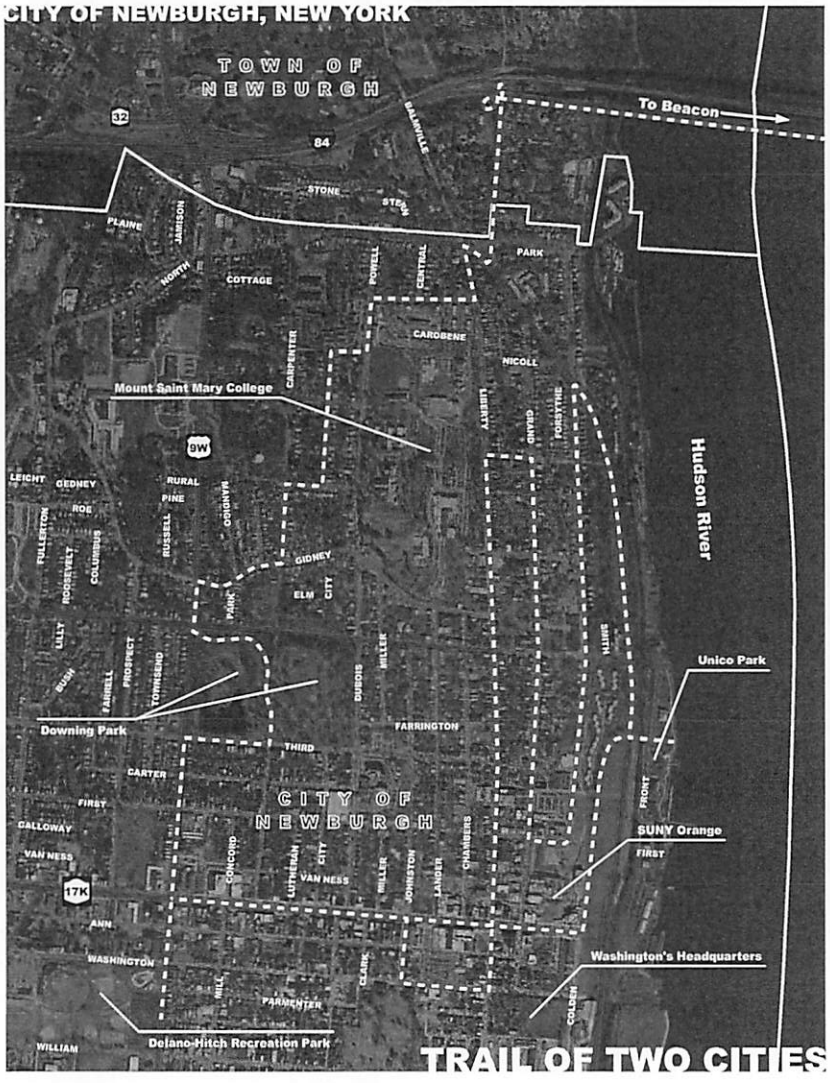
Due to limited time, I was unable to approach additional members for a Letter of Support for the Bike Trail.



Proposed Bike Trail & Area of Study



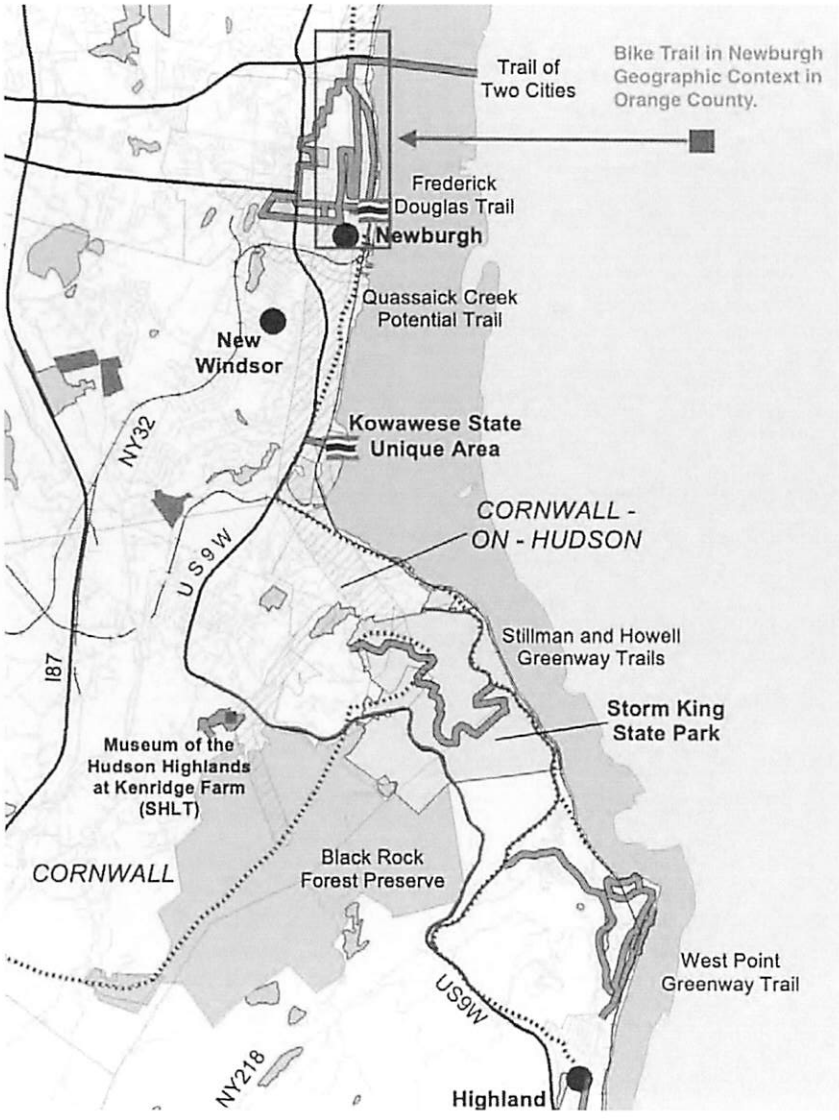
Connection to Dutchess County Trails



Detailed View of Trail of Two Cities



Detailed View of Frederick Douglass Trail



Connection to Orange County Trails

City of Newburgh
Transportation Advisory Committee

Our mission is to advocate for a safe and effective multi-modal transportation network for the city's residents and businesses. Areas of focus include but are not limited to pedestrian, bicycle, strollers, skateboards, cars and trucks, public transit (bus and ferry), and parking management.

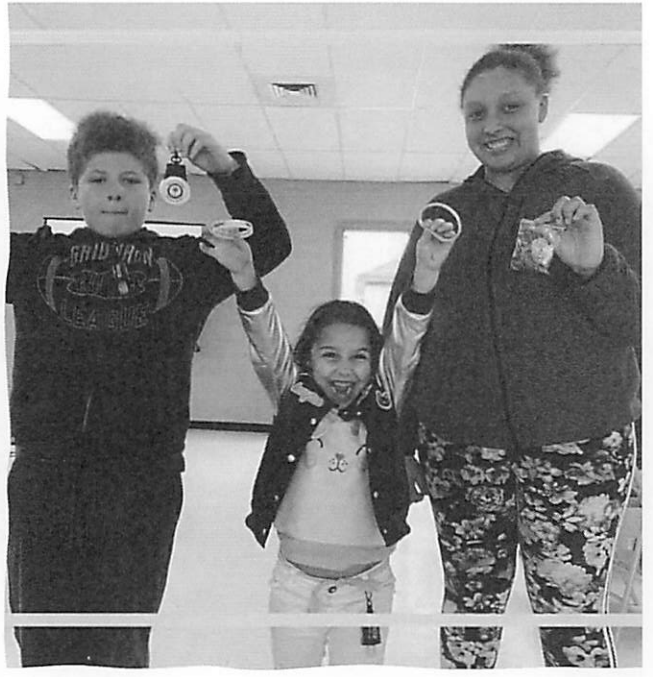
Highlighted Accomplishments

- **Legislation**: Complete Streets legislation passed & integration into planning process.
- **Process**: Streamline resident's traffic concerns followed with appropriate deployment of traffic calming equipment
- **Studies**: Newburgh Bike Action Plan 2020
- **Programs**: Critical Mass Bike Rides, Rise & Ride Brochure, Bike Repair Café with Police Department Surplus Bikes
- **Demonstration projects** : E-Bike, Park(ing) Day
- **Advocacy:** End the curfew on the Newburgh Beacon Bridge

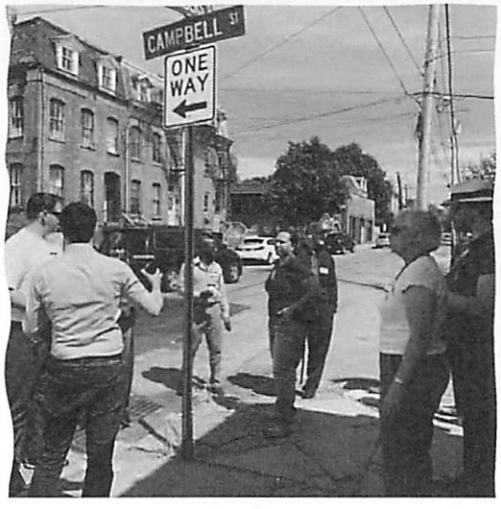
Other efforts like Bus survey and stakeholder outreach, Charrette for Lake Street Corridor, Street Trees, Snow Removal Review, Sidewalk Improvement District Feasibility Study and more.

OUTREACH





In addition to monthly public meetings and an active Facebook Group presence, TAC has organized a series of workshops and distribution of information related to bicycling. Pictured above, TAC has partnered with small businesses, service-based organizations, as well as convening different stakeholders for a complete streets workshop. To the right, is the third season of Critical Mass Bike Rides.

















INFRASTRUCTURE

Completing our outreach and advocacy, TAC works with Orange County Planning, Department of Public Works as well as private businesses and foundations to secure bike infrastructure. Pictured from top: bike repairs stations at Newburgh Beacon Bridge and Recreation Center, Yield to Pedestrian Signs, Bike Racks at Market 32, Bike Lock at the Ferry and street mural for safe pedestrian crossing at Horizons on the Hudson Elementary School.

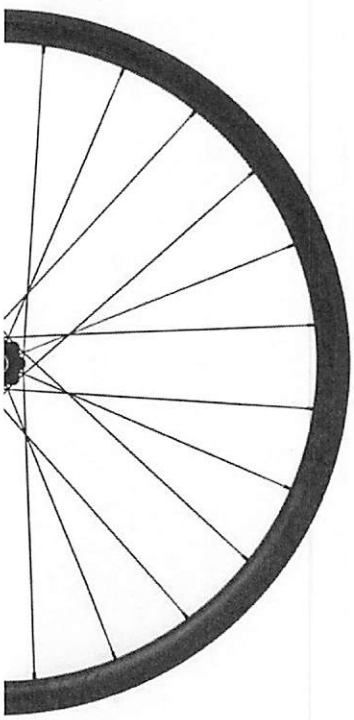
EDUCATION



Rise and Ride
Newburgh Brochure







Bicycle Action Plan

Newburgh, NY

UCS | Urban Cycling Solutions

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Cover Image: https://poweredtemplate.com/word-templates/careers-industry/07961/0/index.html

A VISION FOR ACTIVE MOBILITY IN NEWBURGH

The City of Newburgh is poised to become a major bike hub for local residents and a world class bicycle destination for visitors. With a dense city grid, scenic vistas overlooking the Hudson River, access to Metro North (via the Newburgh-Beacon Bridge Shared Use path), proximity to Beacon – an existing destination for tourism in the Hudson Valley – historic sites and a vibrant commercial landscape, the City of Newburgh has many features which represent ideal opportunities for bicycle access.

Improving bicycle infrastructure and encouraging broader usage as a mode of transportation represents a significant opportunity to enhance equitable mobility for Newburgh residents, many of whom have limited access to cars. By bolstering the viability of bicycling as a safe and reliable mode of transportation, and empowering usage, the city would not only enhance connectivity but provide easier access to jobs, education, commuting, recreation and other opportunities.

While elevation, roadway surface conditions and a lack of safe bicycling infrastructure present challenges for current and would be cyclists, Newburgh is also home to a burgeoning bike community and a variety of recreational, commercial, tourism and transportation assets that make it a prime location for biking.

The purpose of this Bicycle Action Plan is to provide a preliminary roadmap for catalyzing a bicycle network including the development of routes, data collection strategies, essential amenities and innovative mobility opportunities.

GOALS & APPROACH

STUDY GOALS

1. Inventory Existing Research Data & Initiatives



2. Establish Preliminary Network Plan & Implementation Framework



3. Identify Essential Data Points, Systems & Evaluation Frequency



4. Develop Additional Recommendations to Enhance Cycling



APPROACH

Review existing studies and reports → Analyze Available Data → Develop a new Dataset via an online survey → Identify Nodes/Priority Bike Destinations → Identify Streets to Connect Nodes → Determine Facility Type based on Data and Existing Roadway Conditions

BUILDING ON PREVIOUS WORK

Building a better bike network in Newburgh is not a new idea. Numerous planning initiatives and studies have addressed elements of cycling in the city. The following section provides a selection and summary of relevant work as it relates to bicycle mobility.

WALK, BIKE, RIDE, HIKE ORANGE COUNTY

In 2012, The Orange County Department of Planning Developed "Walk, Bike, Ride, Hike Orange County: A Framework for Non-Motorized Transportation in the Newburgh Area." The purpose of this report was to serve as a foundation for a larger scale planning effort to facilitate walking, biking and hiking across the county. The report outlines community engagement outcomes and best practices with a focus on the Newburgh area. The study lays out a set of five goals including:

- Encouraging the increase of non motorized activity within the county
- Improved safety for bicyclists, pedestrians and trail users
- Develop integrated bicycle, pedestrian and trail networks in order to link users to major destinations
- Collaborate with local officials and citizens to participate in the planning process
- Identify funding sources for non motorized projects.

Bicycle mobility was an important topic for many participants who provided specific input on roadways that bicyclists use and avoid. Riding in roadway shoulders emerged as a popular practice and potential strategy for expanding accessible bike routes. Bicycle parking was another important topic with many participants indicating an inadequate quantity of bike parking in most communities represented. Lastly participants identified a need for more regular data collection on cycling. Additional topics included a need for more education around bicycle safety and a safe routes to school program as well as a mandate requiring developers to include bicycle facilities in their plans. The study also identifies bicycle facilities in the Newburgh Area and provides an assessment of their condition. This is mostly focused on state bike routes. The study includes specific recommendations for streets in Newburgh that could support bicycling.

ORANGE COUNTY'S LONG RANGE TRANSPORTATION PLAN (LRTP) 2045

The Orange County Transportation Council's 2019 Long Range Transportation Plan (LRTP) recognizes potential of bike/ped projects to enhance equity and quality of life. The plan refers to Newburgh as part of "priority growth area," which - among many other transportation improvements - prioritizes complete street criteria and specifically includes bike lanes. The LRTP also prioritize opportunities for intermodal connections between transit systems.

The LRTP charges local municipalities with the goal of increasing the number and integrity of "protected bicycle facilities, and trails in areas where walking and biking trips could replace driving trips, facilitate connections to mass transit services, or otherwise enhance access to destinations within cities, villages, hamlets, and crossroads communities."

As part of the plan's transit enhancement strategy, the LRTP recommends exploring the possibility of building multimodal transportation centers which would integrate transit trips with bicycle parking and accessibility enhancements for both bicyclists and pedestrians. The plan goes on to specifically recommend an exploration of a multimodal transportation hub in the city of Newburgh that facilitates bicycle and pedestrian access

Public workshops were held as part of the plan development. Safety for pedestrians and bicyclists was identified as an area of interest, as well as bike lanes.

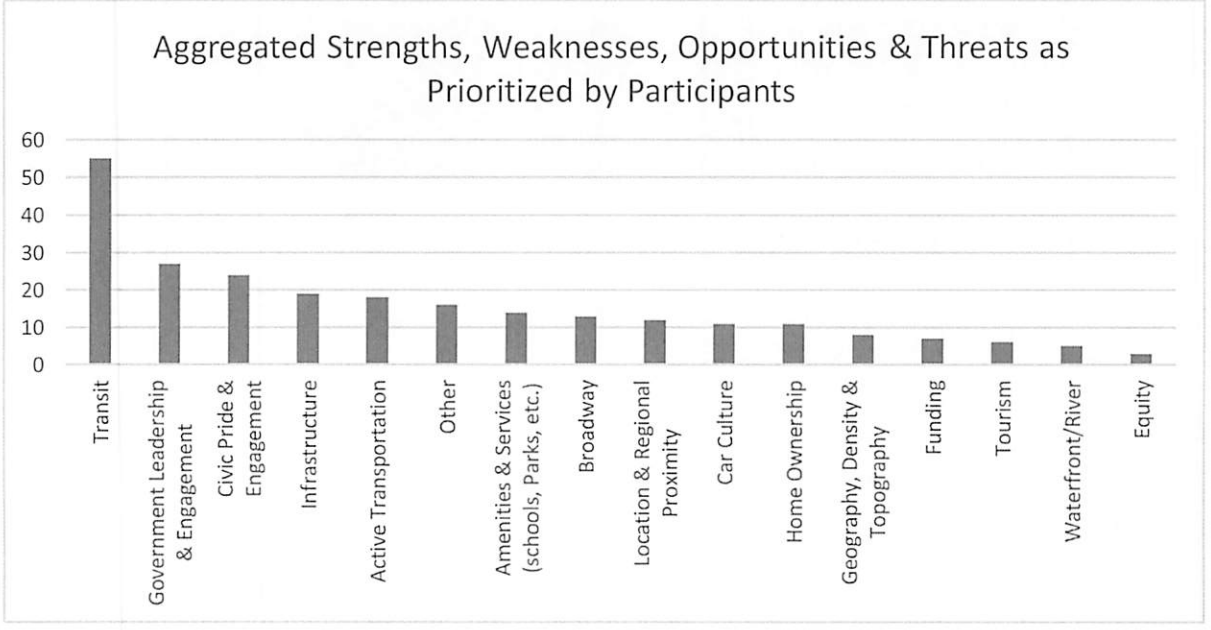
COMPLETE STREET WORKSHOP

On Wednesday, June 12 2019, stakeholders from the City of Newburgh came together for a full-day workshop on Complete Streets. This training – offered by the Urban Cycling Solutions with support from the New York State Department of Health (NYSDOH) and New York State Energy Research and Development Authority (NYSERDA) – is offered for free to educate community planning boards, engineers, policy makers, elected officials and engaged key stakeholders on fundamental Complete Streets and active transportation concepts. Course modules included Complete Street Infrastructure, Complete Street Policy Development, Implementing Complete Streets and Data Collection Strategies. In addition to lecture-based course material, the workshop included extensive discussion and hands-on activities including a community walk audit. The purpose of this walk audit was to expose participants to street conditions from a pedestrian's perspective, and to apply critical thinking about roadway conditions that may not typically receive more than passing attention. Participants were guided on a predetermined walking route throughout the community across a variety of land uses and transitions. Participants stopped at several locations and were asked to rate different conditions at specific intersections or along whole corridors.

Workshop participants also engaged in a group visioning exercise to establish transportation "complete street success moments" for Newburgh. These included 1) Increasing the reliability and scope of transit service with specific goals of increasing ridership, reducing bus no-shows and increasing the number of stops; 2) Reduction in the percentage of bicycle, pedestrian and automobile crashes; 3) Build Safe, accessible sidewalks for every street; and 4) Increase the state of good repair on Newburgh's streets and sidewalks by 30%. Finally, workshop participants conducted a detailed assessment of transportation strengths, weaknesses, opportunities and threats (SWOT). Once factors were identified in each category, participants were asked to perform a prioritization exercise where they independently rated various SWOT factors. The aggregated ratings provided a clear indicator of community priorities and served as the foundation for the development of Complete Streets tactics in this plan.



Figure 1. Word cloud featuring SWOT outcomes as prioritized by workshop participants.



GETTING TO KNOW NEWBURGH

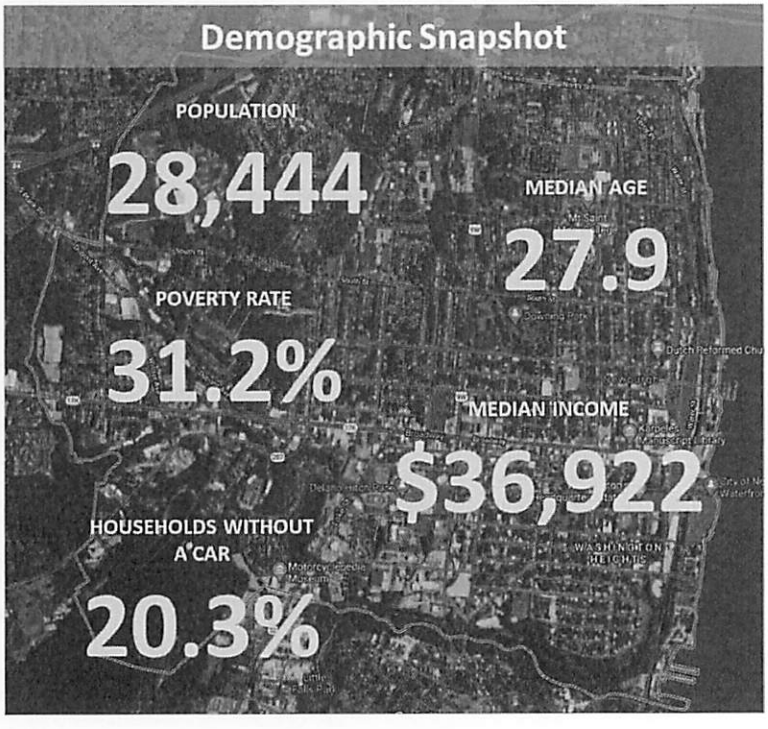
The purpose of this section is to provide some basic demographic and transportation information about the City of Newburgh. This data provides insight into the community context and enables the development of more focused solutions.

TRANSPORTATION

The City of Newburgh is located on the West Side of the Hudson River in Orange County. The city occupies 3.8 square miles. The Beacon Newburgh Bridge – located just north of the city's boarder with the Town of Newburgh, provides vehicular access to and from Beacon on the opposite side of the river. The bridge also supports bicycle and pedestrian traffic (during daylight hours only). A commuter ferry provides access to the Beacon Metro North commuter rail station across the river (during peak commuting hours only). Newburgh also has a local bus transit service, Orange Transit owned and operated by Orange County. It is available Monday through Saturday providing service on four lines from Newburgh's Northside & Southside, to Downtown Newburgh.[1] The Shortline Bus Station sits just outside the city of Newburgh servicing greyhound and Adirondack Trailways routes.

DEMOGRAPHICS

The information below is based on 2017 data from the US Census Bureau's American Community Survey (ACS). Conducted periodically by the US Census Bureau in between the Decennial census, the ACS gathers a variety of data points which provide key inputs to planners and decision-makers. Age, race, income and household travel information paint picture of how resource distribution can impact various populations and help target both policy and capital interventions. In the context of this study, ACS data, helps us understand mobility outcomes – specifically, how bicycle infrastructure would impact the community based on social and economic conditions. According to 2017 ACS Data:



- Newburgh has a population under 30,000;
- The poverty rate is 31.2% more than 150% higher than the national average;
- Median income
- Car Ownership is lower than most communities in the US;

  Has a younger population with a median age of 27.9;

[1] https://leprechaunlines.com/newburgh-local-transit-bus-service/

THE CASE FOR BIKING IN NEWBURGH

OVERVIEW

There are four major factors catalyzing bicycle growth in Newburgh including (1) Upcoming roadway surfacing improvements; (2) A Predisposed population that stands to benefit from access to cycling; (3) A need for enhanced street safety; (4) a downtown scaled for short distanced bicycle access and (5) Grassroots momentum.

ROADWAY RESURFACING

Since 2015, the City has been working to repave roadways through its municipally controlled street grid. The city's current repavement schedule includes resurfacing projects through 2024. This represents an opportunity to identify roadways slated for paving which can support cycling, and develop enhanced designs that support cycling. By simply changing the pavement markings in such a way that enables shared use or provides separate delineation for cyclists – via a bike lane or other on-road facility – the city can start to develop a network of bicycle infrastructure without additional implementation cost. In addition, the multi-year schedule enables the city to engage the community with prospective roadway designs that will be implemented in future projects.

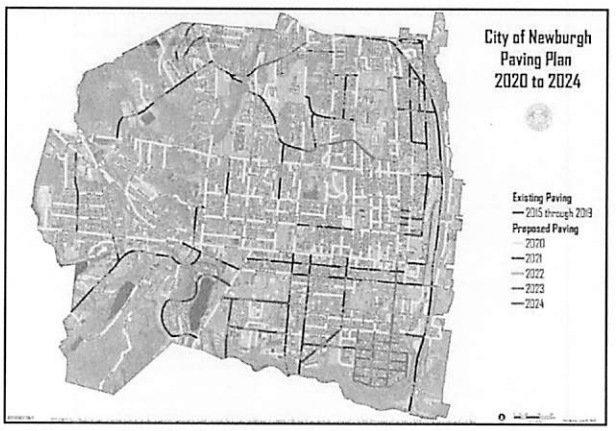
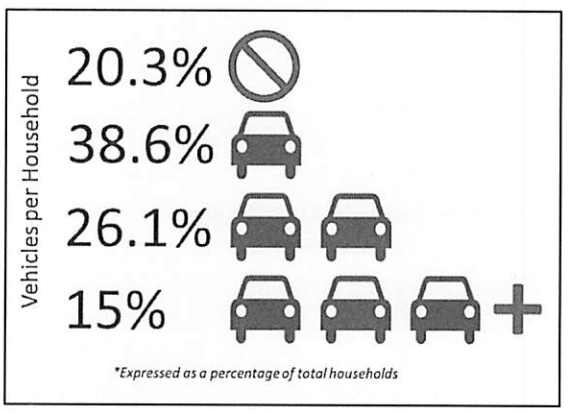


Figure 2. Repavement schedule/map for the city of Newburgh.

PREDISPOSED POPULATION

According to AAA, the annual cost of owning and operating a car is $8,558 (using 2015 data) including gas, insurance, depreciation, maintenance and other factors. This represents a significant mobility barrier in Newburgh where the median household income is less than $37,000.

The city of Newburgh is home to a relatively young population with an average age of 27.9. Though studies indicate a marginal difference, younger populations do tend to bike more for transportation purposes; the relatively young population in Newburgh is an indicator that residents could be more likely to accept bicycling a viable mode of transportation.[2]



Nearly 60% of households in the City of Newburgh own one car or less; more than double the national average (24.91%), meaning that car ownership is significantly lower in Newburgh than it is nationally.

STREET SAFETY

There is a clear need to enhance street safety in Newburgh for all roadway users. Since 2012 more than 450 vehicular crashes have occurred each year, with a peak over 700 in 2016. Despite decreasing numbers of crashes since 2016,

[2] https://trec.pdx.edu/blog/are-millennials-really-generation-bikes

the proportion of crashes resulting in an injury or fatality (in relation to total number of crashes) has grown significantly in that same time period. Bicycle infrastructure has the potential to enhance street safety by slowing down traffic speeds, and alerting drivers to other roadway uses.

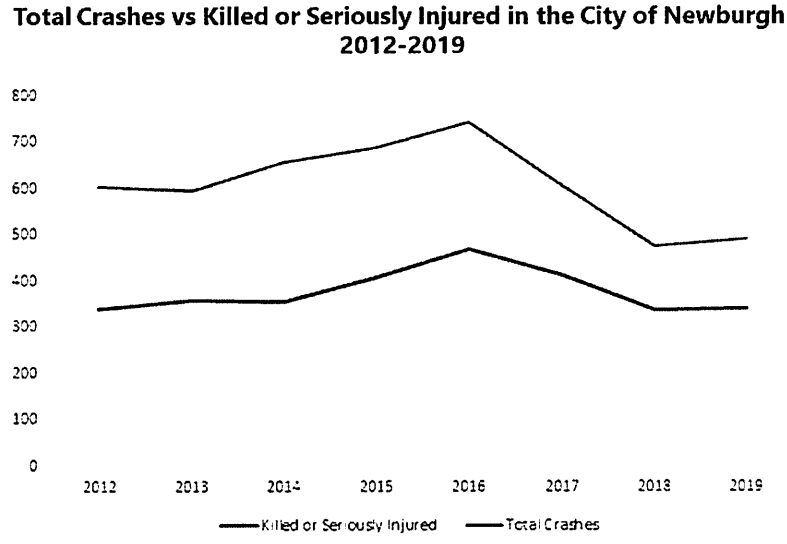


Figure 3. Total Crashes vs Killed or Seriously Injured in the City of Newburgh

SACLED DOWNTOWN

The City of Newburgh encompasses 3.8 square miles of land area.[3] While topography – particularly steep elevation changes – may impact individual rider performance, this means the average bike rider can bike from one end of the city to another in 25 miles or less.[4]

GRASSROOTS MOMENTUM

Newburgh is home to a growing "critical mass ride" each month in the spring and summer throughout the city. These are free-form rides open to anyone with no predetermined route or required registration. The purpose of these rides is to advocate for safer inclusive bicycling by riding as a group to increase on-road visibility and call attention to sharing the road with motorists. These rides are also supported by the local police department, which is a notable addition, as many peer critical mass rides in other cities have led to tensions between the police and participants.[5] In addition to participation in Critical Mass Rides, the local police department has partnered with IMPACT Inc. – A local nonprofit focused on civic engagement and volunteerism to make a positive impact on society – and the local transportation committee by donating 22 abandoned bikes (which would otherwise be thrown out) for refurbishment and distribution to local residents as part of the "Rise to Ride" initiative. The goal of this program is to help Newburgh residents overcome the potential barrier posed by lower car ownership by providing access to

[3] https://www.cityofnewburgh-ny.gov/community-profile

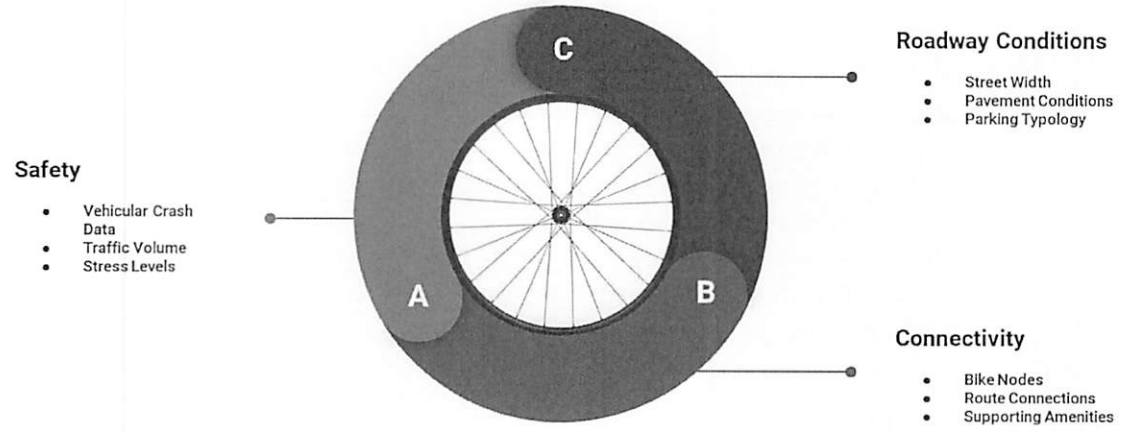
[4] https://bicycleuniverse.com/how-long-to-bike-mile/

[5] http://www.timeshudsonvalley.com/mid-hudson-times/stories/critical-mass-bike-rides-promote-safety-in-the-citys-streets,7446

bicycles.[6] The City has a number of other grassroots-level bike giveaways, including an annual Youth Bike Giveaway hosted by Blacc Vanilla -a Local Café, and the efforts of Terry Harrigan, a local business owner who refurbishes and recycles used bicycles.[7]

BUILDING THE BIKE NETWORK

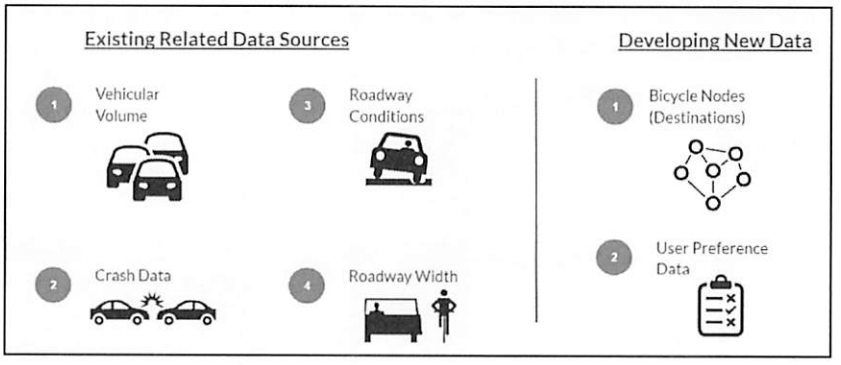
This section provides an overview of new and existing data analysis as well as the application of this information into the development of a bicycle network in Newburgh. To lay the ground work, the process focused on three development priorities including safety, connectivity and current roadway conditions, which – working in tandem – guided data analysis as well as the ultimate location and type of on-road bicycle facilities.



The process began with an analysis of existing datasets, including traffic volume and vehicular crashes and followed with new datasets including key bicycle destinations or "nodes" throughout the city.

NEW VS. EXISTING DATA

Data specifically focused on bicycling in Newburgh is limited. There is no quantitative information specifically focused on bicycling existing information In the absence of bicycle volume and other relevant information, there are a number of "adjacent" data sets - including traffic volume and general crash data - which paint a picture of roadway conditions and vehicle movement. These include vehicular volume, crashes, roadway surface conditions and roadway width. These factors help formulate a "stress-based"



[6] https://www.recordonline.com/story/news/local/newburgh/2020/12/01/newburgh-rise-and-ride-bicycle-donation/6464223002/

[7] https://www.recordonline.com/story/news/2020/03/08/bicycle-movement-growing-in-newburgh/111808938/

approach to bicycle network development shaping design choices and prioritizing key routes to optimize safety for cyclists.

In addition to these quantitative datasets, UCS worked with community stakeholders – including the local transportation advisory committee – to develop two new datasets including critical biking "nodes" – areas more likely to attract a higher volume of bicycle traffic for a combination of commercial, recreational, commuting, tourism and other purposes – and a qualitative transportation preference database. To establish the most inclusive and expansive dataset possible, UCS developed an online survey tool in consultation with the Orange County Planning Department and Transportation Advisory Committee. This survey was distributed in English and Spanish. In total, the survey garnered 57 responses over a three-week period.

TRAFFIC VOLUME & CRASHES

The New York State Traffic Data Viewer measures traffic volume in Average Annual Daily Traffic (AADT). Streets with the highest traffic volume include Broadway, South Street, Washington Terrace and Water Street/ Martin Luther King Boulevard. Streets with higher vehicular volumes are less likely to comfortably support cyclists, particularly without the presence of a designated bicycle facility such as a bike lane or off-street path.

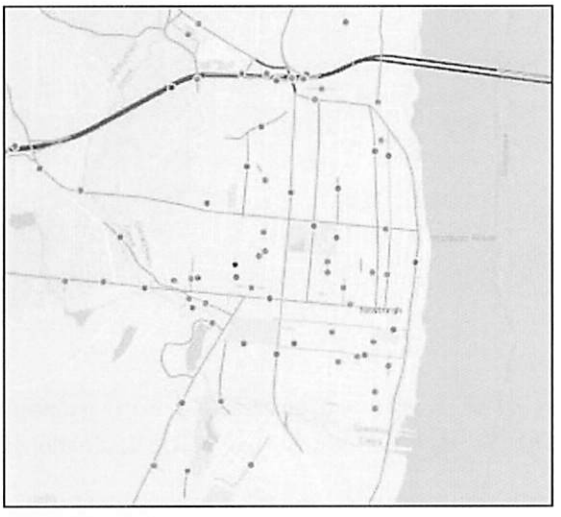


Figure 4. A snapshot of the NYS Department of Transportation's Traffic Data Viewer illustrating traffic volume on roadways throughout the City of Newburgh.

Similarly, an analysis of bicycle and pedestrian crash data provides a snapshot of specific roadways exhibiting varying degrees of crash volume. When compared paired with traffic volume data, there are clear correlations between roadways supporting more vehicular traffic, and higher numbers of crashes. Roadways exhibiting higher levels of both traffic volume and crashes are more likely to present higher stress interactions between cars and cyclists, and will require bicycle facilities with higher levels of protection. Streets such as Broadway, for example which exhibit high levels of both traffic and crashes, will require a protected bike lane with a buffer as opposed to a bike route or regular bike lane which offer less protection.

Bike/Ped Crashes and Vehicular Volume by Street						
Street	Bike/Ped Crash Volume 2015-2018*			Traffic Volume (AADT) 2019**		
	High (9+ Crashes)	*Med (4-8 Crashes)*	*Low (1-3 Crashes)*	*High (10,000+ AADT)*	*Med (5,000-9,999 AADT)*	*Low (0-4,999 AADT)*
1st Street	Med			No Data Available		
3rd Street	Med			No Data Available		
Broadway	High			High		
Carpenter Avenue	Low			Low		
Fullerton Avenue	Low			Med		
Gidney Avenue	Low			Low		
Grand Street	Low			Low		
Liberty Street	Med			Low		

South Street	High	High
South William Street	Med	Low
Washington Street	Med	Low
Washington Terrace	None Reported	High
Water Street/Reverend MLK Street	Med	High
West Street	Low	Med
William Street	Med	No Data Available

** Crash data provided by the NYS Department of Transportation's Accident Location Information System.*

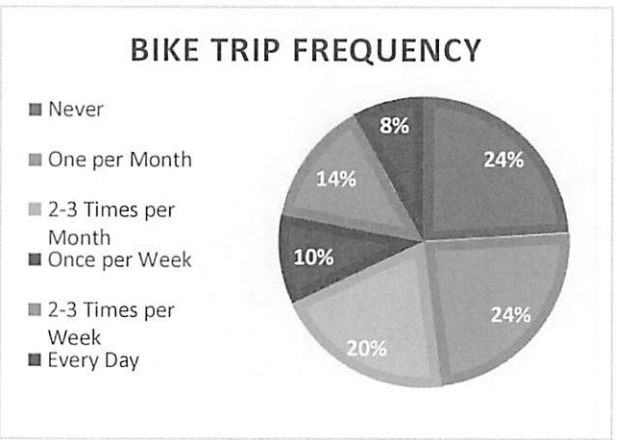
*** Vehicular volume data is provided by the NYS Department of Transportation's Traffic Data Viewer; Traffic volume data is measured in Annual Average Daily Traffic (AADT).*

USER PREFERENCE DATA

The following section outlines data obtained from the online user survey distributed for this study as described on the previous page.

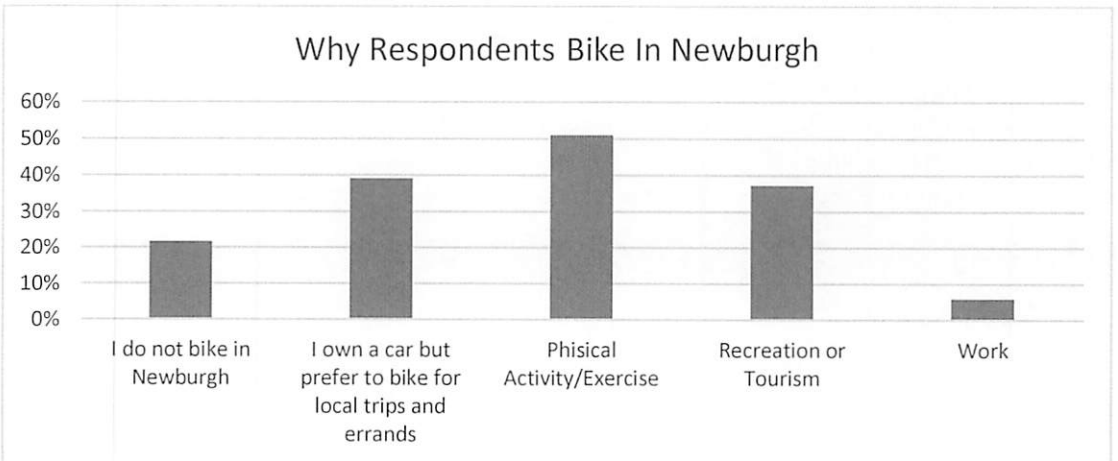
How often are respondents biking in Newburgh:

32% of respondents indicated that they biked at least once per week or more, with 8% biking every day. The majority of survey respondents represent infrequent riders with the 44% indicating that they only biked 1-3 times per month. Nearly a quarter of respondents indicated that they do not bike in the city of Newburgh.



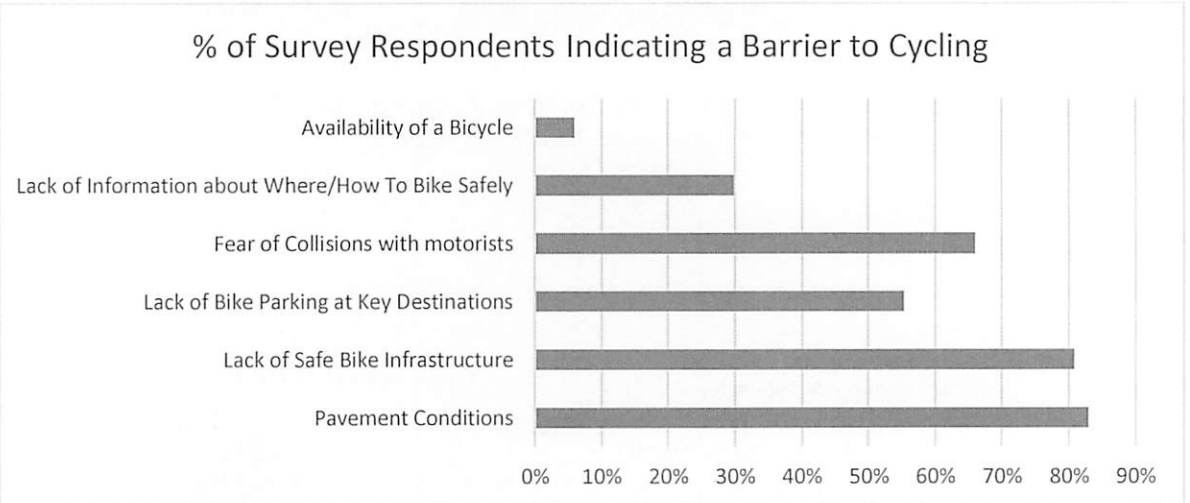
Why Do Respondents Bike in Newburgh?

Respondents were asked if they currently bike in Newburgh, and their primary reasons for doing so. 21% of respondents indicated that they do not typically bike in the city. Despite owning a car nearly 40% of respondents indicated that prefer to bike for local trips and errands.



What are the Biggest Barriers to Biking in Newburgh?

Respondents were asked what factors prevent them from biking in Newburgh. The most commonly identified barriers included poor pavement conditions, lack of bicycle parking at key destinations, fear of collisions with motorists, and lack of information about where/how to ride. Availability of bicycles was also indicated as one factor affecting decisions to ride.



Additional Observations

Respondents were given the opportunity to share additional thoughts as it relates to bicycling in Newburgh. Many indicated a need for more bicycle infrastructure – particularly bike lanes. Bicycle parking was also cited as an important factor in expanding bicycling in the city, as fear of bike theft is a significant barrier. Some respondents specifically indicated that they only bike to locations where bicycles can be brought indoors. Repair stands with air pumps and tools at select locations were cited as another amenity which would serve to facilitate cycling.

BIKE NODES

Twenty-one (21) nodes were identified between the online survey and focused group discussions with transportation stakeholders. These nodes represent key destinations that drive bicycle trips. The initial list of nodes was developed by the project team and vetted by members of the transportation committee. Once finalized, these nodes were presented in the user survey for prioritization. Respondents were asked to rate how likely they would be to bike to each node on a scale of 1 (not very likely) to 5 (very likely). Nodes were scored according using the total sum of all respondent rankings. This data enabled the relative priority of each node. The map below provides a geographic snapshot of the prioritized bicycle nodes. The table and map below provide a breakdown of the top ten highest scoring nodes and the geographic distribution of prioritized nodes respectively.

Top 10 Bicycle Nodes in Newburgh			
Node	*Score*	*Node*	*Score*
Newburgh-Beacon Bridge	235	Washington's Headquarters	197
People's Park on the Waterfront	223	Delano-Hitch Park	193
Downing Park	219	Mount St Mary College	191
Newburgh-Beacon Ferry Landing	213	Post Office on Liberty St	185
Newburgh Free Library	197	Audrey Carey Park	177

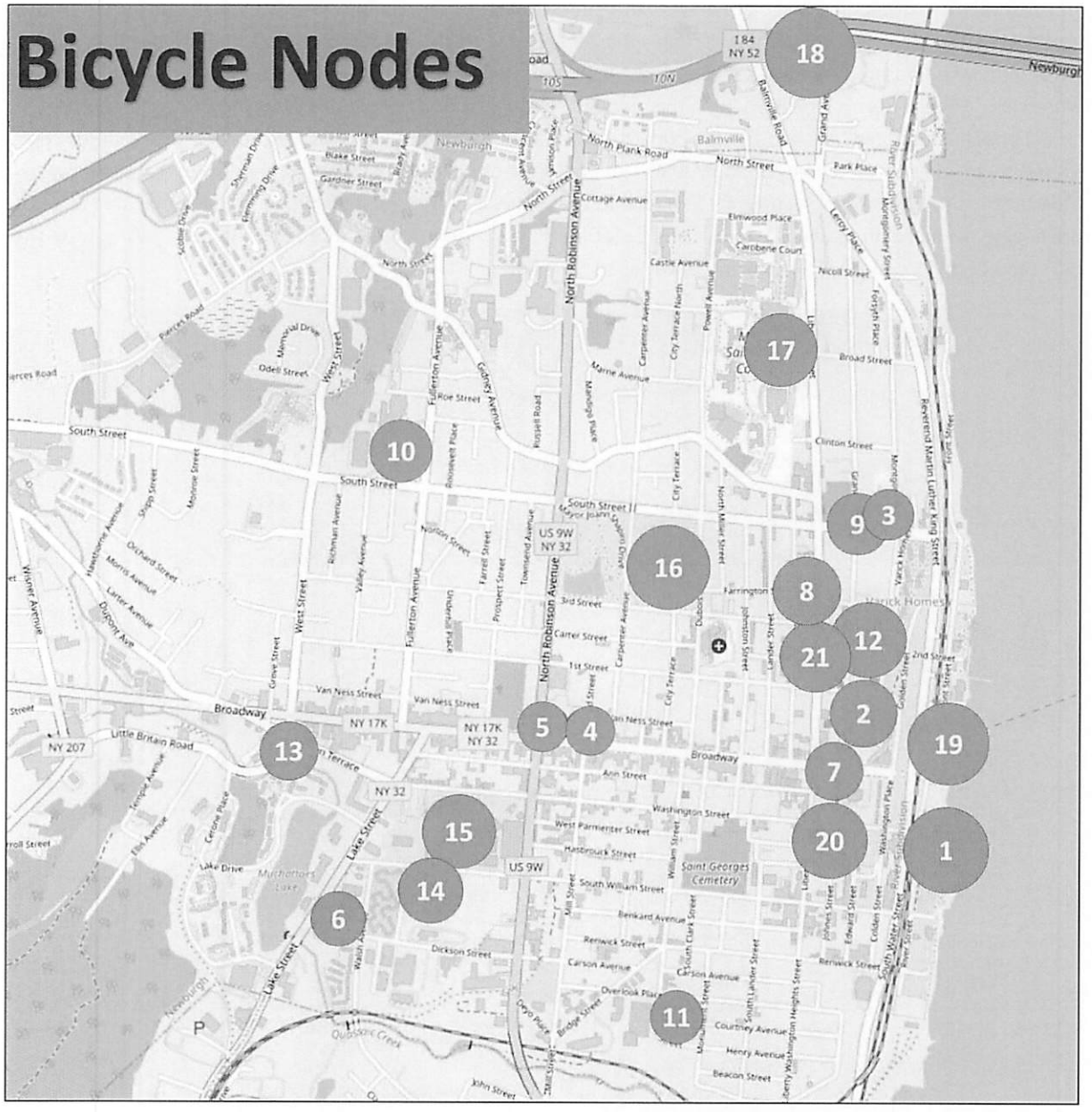
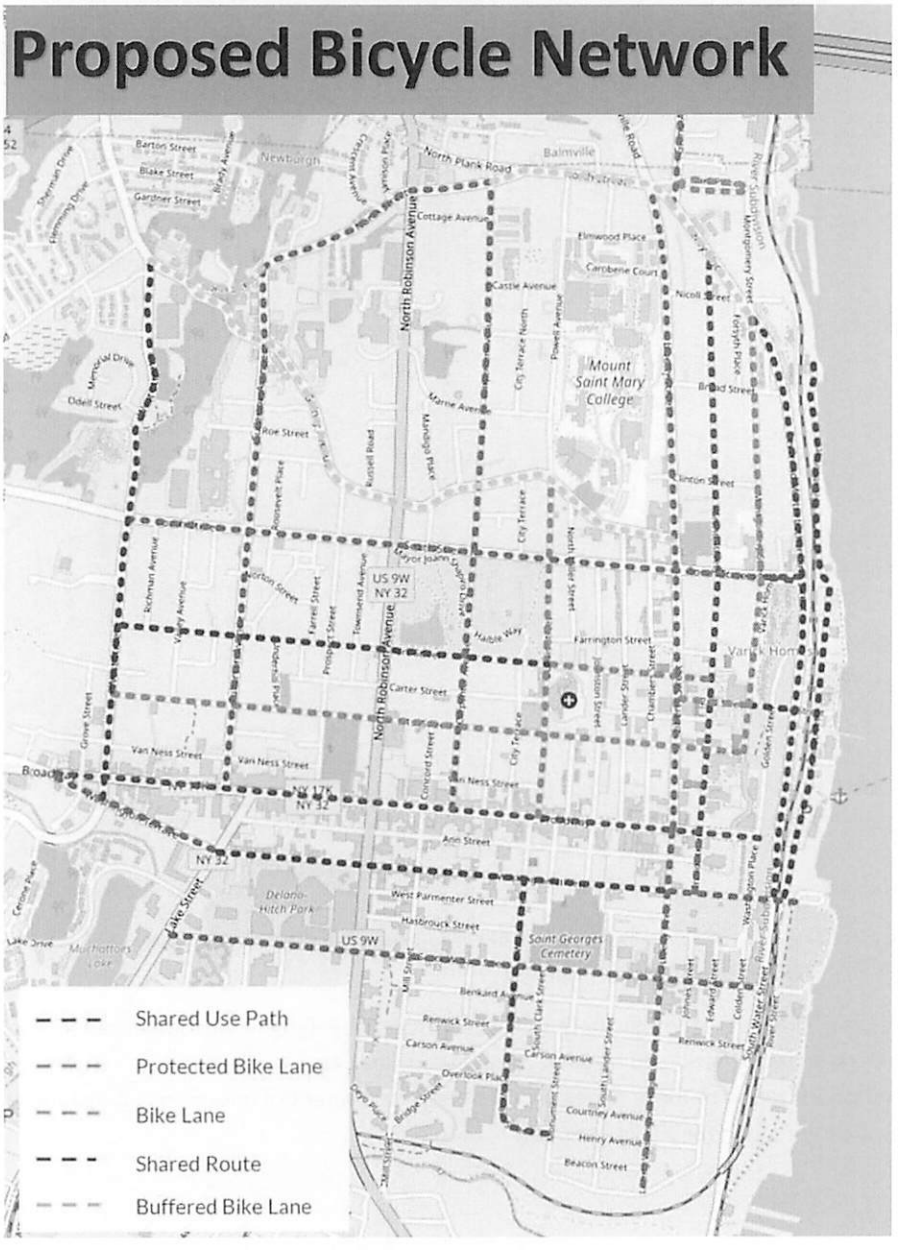


Figure 5. The size of each circle on the map represents the relative importance of a bicycle node as scored by all respondents. Nodes are designated by numbers which correspond to the table in appendix A.

Transportation assets – such as the Newburgh-Beacon Bridge, the ferry – are important biking priorities for respondents. Recreational assets and tourist destinations are also more likely to attract bicyclists. The establishment and prioritization of these nodes enables the development of informed connections throughout the city and provides the foundation for a bike network.

ON-STREET BICYCLE NETWORK

The first step in developing bike routes was to identify streets which connect nodes. These streets were then evaluated for their ability to support cycling – based on prior traffic volume and crash data as well as existing pavement conditions and roadway configurations – to determine the types of on-road bicycle facilities that would be required to ensure safe bicycling within the scope of existing roadway conditions. This proposed plan represents an actionable "first step" toward a more robust on/off-street bicycle network in Newburgh. The abundance of shared routes – as defined below – enables streamlined, cost-effective implementation with minimal design work. More aggressive treatments in some areas – such as the removal of curbside parking on one side of Grand Street – will enable the installation of more robust bicycle facilities along important corridors. The maps below illustrate the full scope of the proposed bike network as well as specific features.



UNDERSTANDING FACILITY TYPOLOGIES



Shared Use Path

- Paved, off-street surfaces that double as walking and bicycling paths.
- Provides the highest level of protection for cyclists.
- Cost can range from $131-$218 per linear foot



Protected Bike Lane

- On-street lanes for cyclists that are phisically separated from vehicular traffic via bollards or parked vehicles.
- Typically includes a standard five-foot bike lane and a "buffer zone" to prevent dooring from adjacent parked cars.
- Typical cost is $24.79 per linear foot



Bike Lane

- Painted on-street delination for cyclists which includes lane lines an bike chevron symbols.
- Bike lanes provide specific space for cyclists, and in turn increase bicycle visibility for drivers without impacting the flow of vehicular traffic.
- Cost can range Range of $0.83- $6.35 per linear foot



Shared Route

- Shared lane between cyclists and cars delineated with signage and pavement "sharrows"
- Bicycles are entitled to the full width of the traffic lane.
- Cost can range between $250-$339 per sharrow

[8][9]

[8] https://activelivingresearch.org/sites/activelivingresearch.org/files/Dill_Bicycle_Facility_Cost_June2013.pdf

[9] https://www.ccrpcvt.org/wp-content/uploads/2016/01/20101116_costreport.pdf

In addition to linear bicycle facilities, "bike boxes" are recommended as an additional design feature at intersections supporting perpendicular bike lanes. Bike boxes facilitate turns by giving cyclists a head start in front of vehicular traffic. Specifically bike boxes provide a space for turning cyclists to position themselves ahead of traffic at a stoplight, increasing visibility among motorists traveling in both directions and giving priority to the bicyclist. The exact positioning and quantity of bike boxes at any given intersection in Newburgh will be determined in the design phase; the following map indicates recommended intersections for bike box installation:

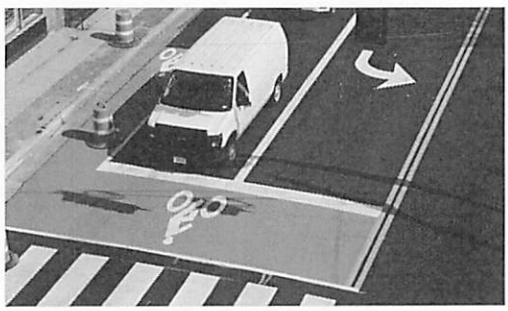
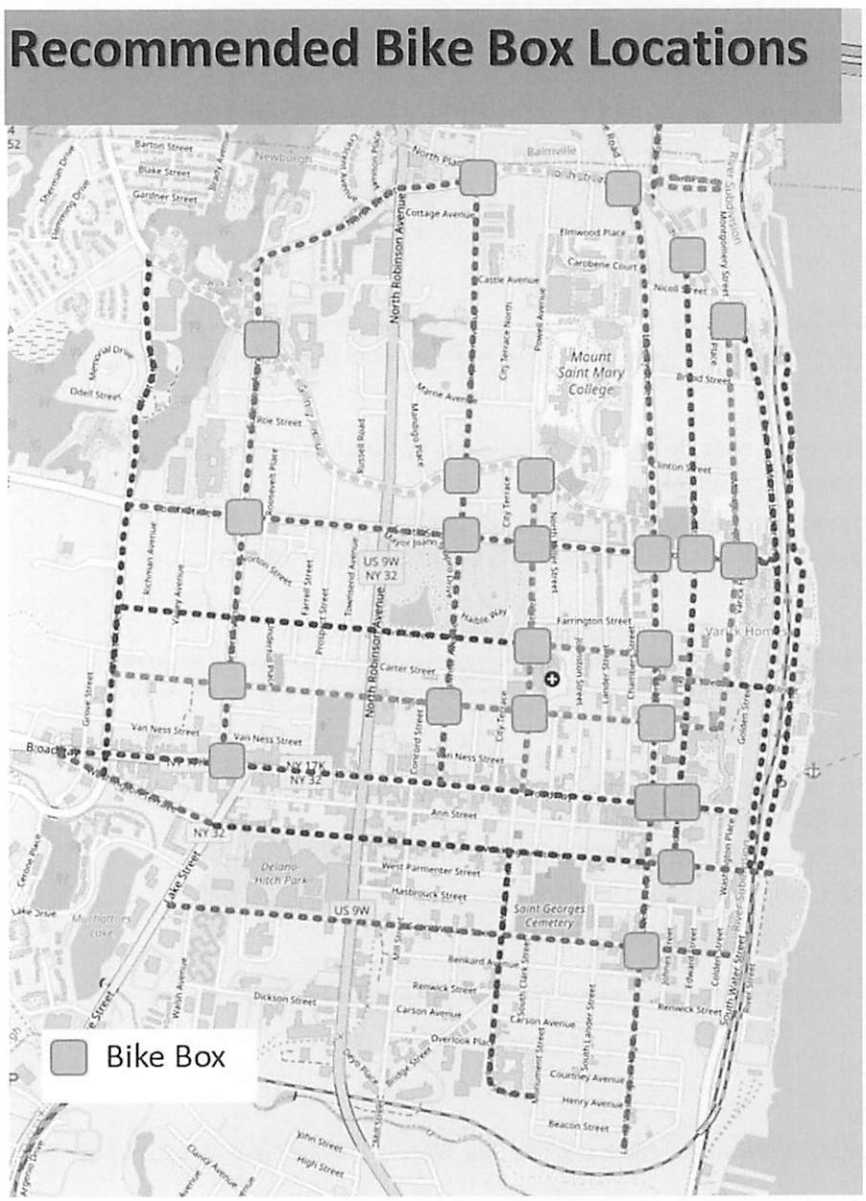


Figure 6. A high visibility bike box for turning cyclists.



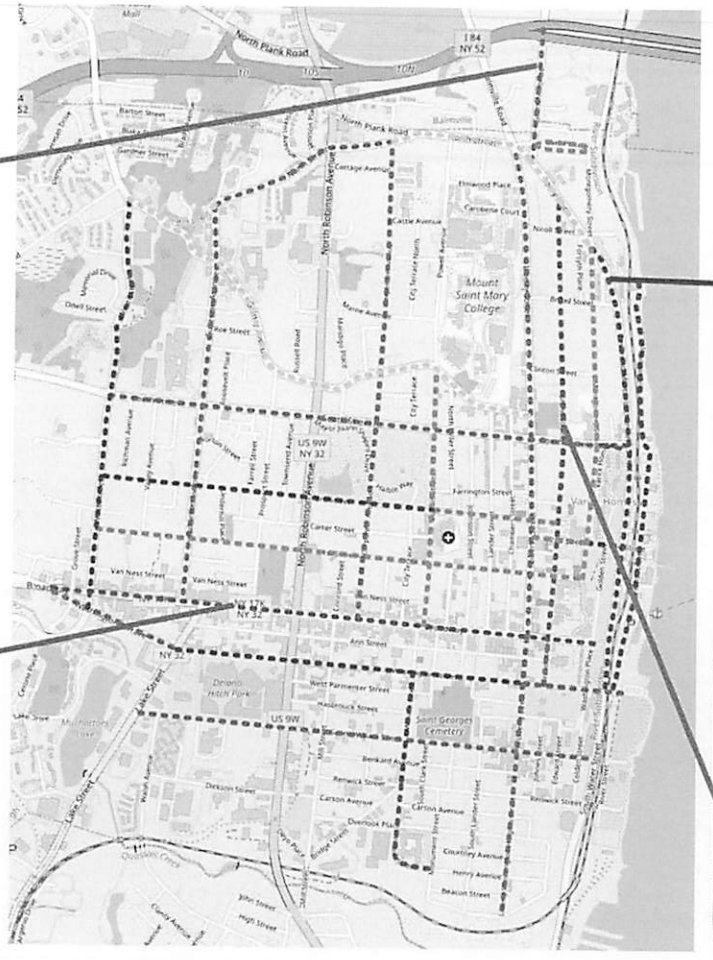
KEY NETWORK FEATURES



While this is technically outside of city limits, the Newburgh-Beacon Bridge is a vital connection for residents and visitors. As such, this plan incorporates on-street bike lanes to and from the bridge.

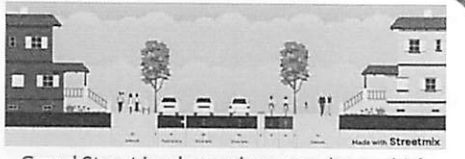


A prime feature of this network is a central bicycle Boulevard on Broadway connecting all of the major North-South Routes. Broadway's high traffic volume and bicycle/pedestrian crash history necessitate a high-level of protection to facilitate more cycling. The wide streetscape provides adequate space to support an on-street parking protected bike lane. By converting existing angled parking to parallel stalls and repositioning it 8-10 feet into the roadway, a bike lane can placed along the curb along with a buffer to protect cyclists from parked car doors.





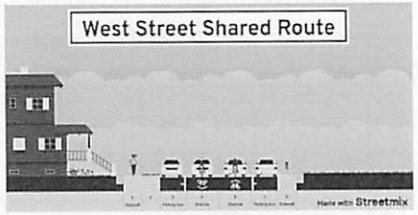
Water Street is a key route connecting the Beacon-Newburgh Bridge bike path with both the Waterfront and downtown city grid. While vehicular speeds and visibility present challenges for cyclists, curb-side parking makes it difficult to support any on-street bicycle facilities with adequate protection for cyclists. Vehicular speed and visibility make. Widening and expansion of the existing sidewalk on the west side of the roadway would provide a safe off-street ROW that can support both bicyclists and pedestrians.



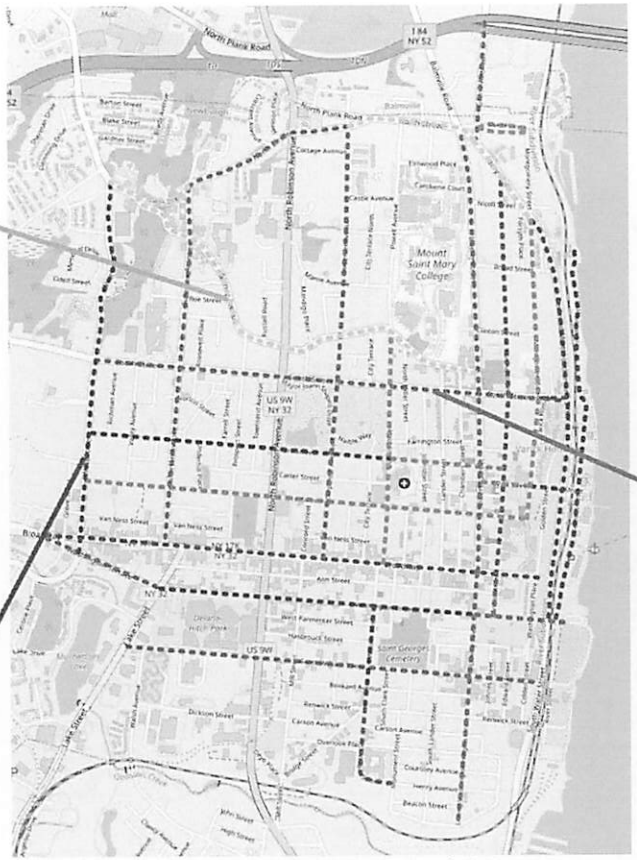
Grand Street is a low-volume roadway which provides a direct connections between the Newburgh-Beacon Bridge and the city's downtown, intersecting many nodes along the way. Another key feature of the proposed bike network is a bidirectional protected bike lane that will provide a convenient, safe route for commuters between the central business district and bridge bike path.



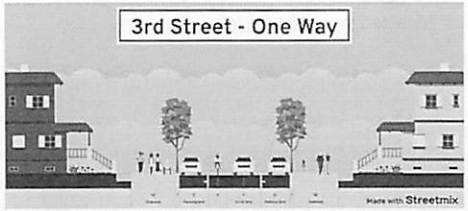
Some moderately high volume streets have adequate width to support a bike lane, but require extra protection. Buffered bike lanes such as that proposed on Gidney Ave offer this protection without a physical barrier.



Street Width limitations prevent the installation of a bike lane on some streets, but low traffic volume enables the designation of a shared route such as this example on West Street.*



**Actual street widths may vary from cross section depiction as measurements were obtained from arial observation. This may impact final design.*

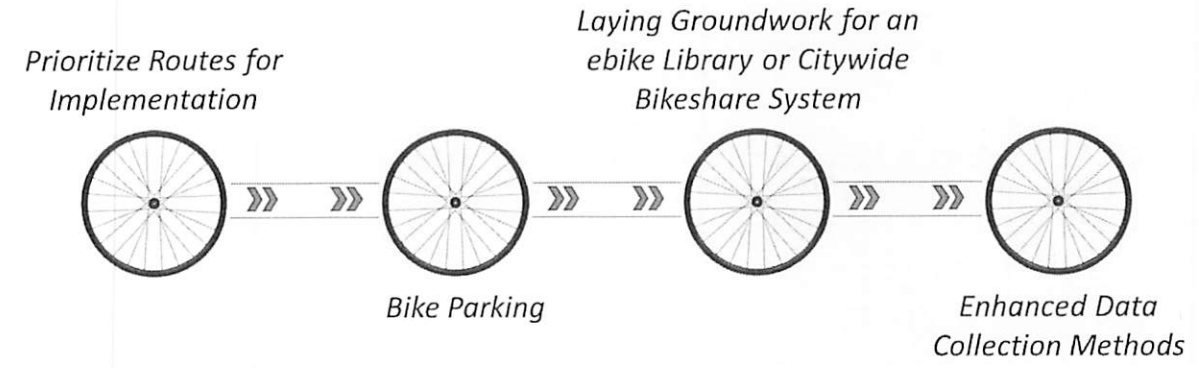




Third Street transitions from one way to a bidirectional street requiring a transition to include eastbound travel and bike lanes at Dubois St.

ADDITIONAL RECOMMENDATIONS

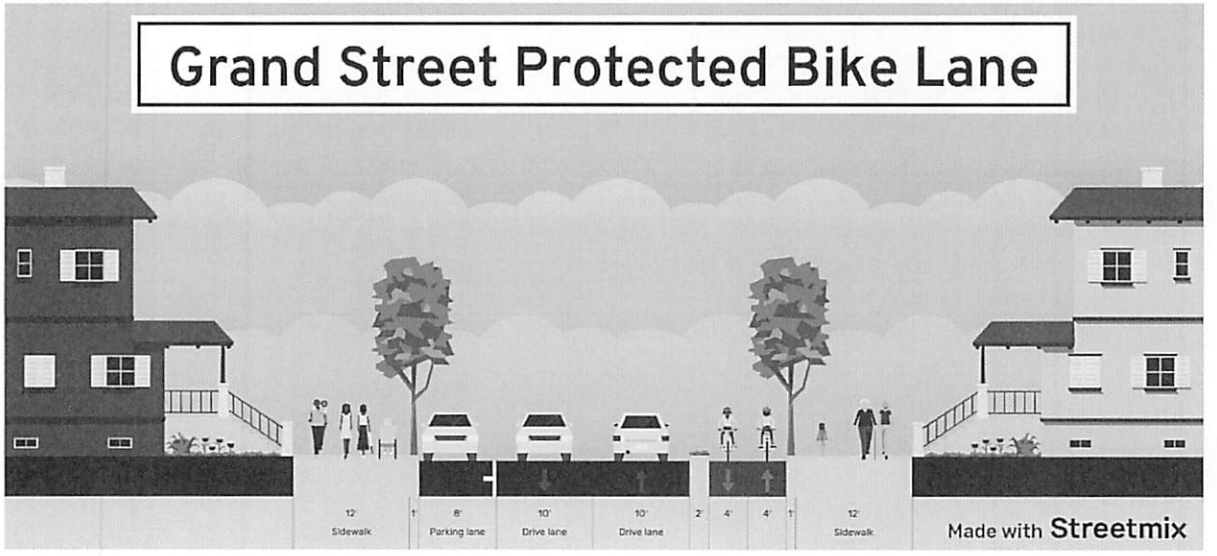
In addition to the development of specific on-road facilities, this bicycle action plan proposes several additional recommendations as outlined below. These include the following categories:



PRIORITIZING ROUTES FOR IMPLEMENTATION

Connecting Downtown with the Bridge

The Newburgh-Beacon Bridge's bicycle and pedestrian path is an important transportation asset, providing connections to the neighboring City of Beacon and the Metro North train station. Building safe, comfortable bicycle connections with the bridge should be a priority, as it would enable more visitors to use bicycles to connect with rail transit to NYC and elsewhere in the Hudson Valley. The proposed Grand Street bicycle facility – a protected bidirectional bike lane – would provide a direct pathway between Broadway and the bridge. As a protected bike lane, this on-road facility would provide optimal protection for cyclists of all skill-levels. As an alternative design, the buffer can be removed to increase bicycle lane width to five feet in either direction. The implementation of this design would require the removal of curbside parking on the east side of Grand Street per the cross section below.



Capitalizing on Roadway Resurfacing

The City's repavement program represents a prime opportunity to expedite the implementation of several of the proposed bicycle routes. In addition to repaving the road surface, this will require the addition of new street markings. Including bicycle markings into the updated roadway designs not only streamlines implementation of bicycle infrastructure, but reduces taxpayer expense by integrating them into an approved capital project. The City of Newburgh would benefit from prioritizing recommended bike routes and approving street designs with bicycle facilities on the following streets:

Street	Scheduled Repavement	Facility type	Design Scope
William Street	2021/2022	Bike Route	Painted Sharrows
Liberty Street	2020/2022	Bike Route	Painted lane lines
Gidney Ave	2024	Buffered Bike Lane	Painted lane lines & buffer
Fullerton Ave	2022	Bike Route	Painted Sharrows
3rd Street	2022	Bike Route/Bike Lane	Painted Sharrows/Lane Boarders

In each case, the scope of repavement is either scheduled in sections over multiple years, or does not include the entire roadway. Though the proposed bike network includes street area outside of the repavement schedule, the city should develop complete roadway designs for each street with a bicycle facility. This will enable bicycle facilities to be approved for implementation as funding becomes available outside of the pavement program.

BIKE PARKING AND AMENITIES

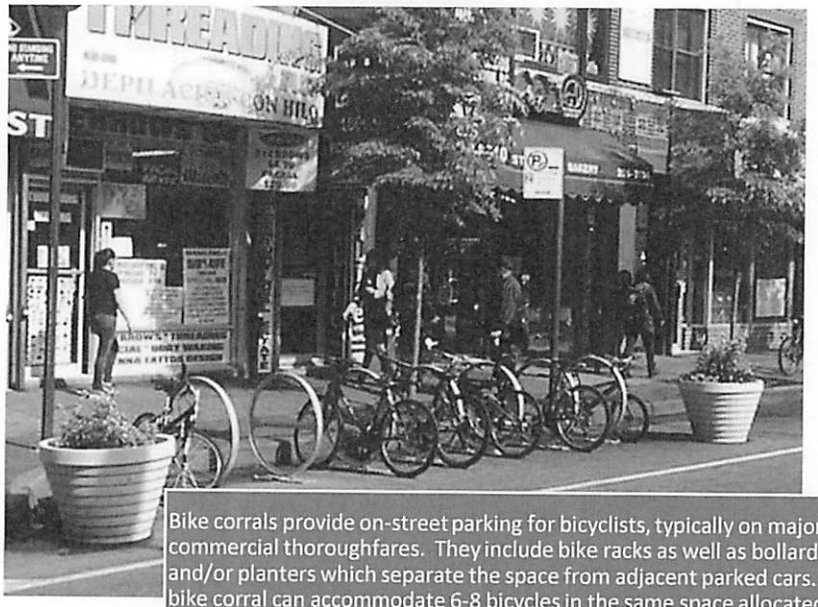
Bicycle parking was a key factor influencing bicycle behavior according to the online survey. Ensuring adequate parking at key nodes throughout the city is essential to supporting bicycle mobility, and facilitating ridership to local businesses as well as other destinations. There are many ways to approach bicycle parking; the following approaches would help the City achieve a better bike parking framework:

Ensure nodes have bike racks freely available and easily accessible.

The highest priority bike nodes included commuter facilities, tourist destinations and recreational assets such as parks. Providing bike racks at these destinations that are free for public use are essential to providing would-be riders with confidence. Racks should be placed in locations that are easily visible to enhance passive safety and increase accessibility.

Bicycle Amenities by Highest Volume Bike Nodes			
Node ID #	Location	Bike Racks	Repair Station
18	Newburgh-Beacon Bridge	No	Yes
1	People's Park on the Waterfront	Yes	No
16	Downing Park		No
19	Newburgh-Beacon Ferry Landing		No
12	Newburgh Free Library	Yes	No
20	Washington's Headquarters	No	No
15	Delano-Hitch Park		No
17	Mount St Mary College		No
21	Post Office on Liberty St	No	No
8	Audrey Carey Park	No	No

Establish a Pilot bike Corral Pilot program in collaboration with local businesses.



Bike corrals provide on-street parking for bicyclists, typically on major commercial thoroughfares. They include bike racks as well as bollards and/or planters which separate the space from adjacent parked cars. A bike corral can accommodate 6-8 bicycles in the same space allocated for a single occupancy vehicle.

With a number of vibrant commercial corridors, the City of Newburgh would benefit from experimenting with bike corrals in strategic locations along Broadway and/or Liberty Street. Bike corrals are reclaimed car parking stalls that is used for bike parking. A pilot would enable the city to test the concept before considering broader implementation. Bike corrals are most successful when paired with nongovernmental "maintenance partners" or abutting businesses that monitor and upkeep the space. This includes trash pickup, seeping, plant care and reporting any major capital issues to the city. These maintenance partners are typically businesses – such as cafes bars, restaurants and grocery stores – or office spaces that attract large numbers of consumers/workers. A successful pilot should be structured as follows:

1. Identify a local business willing to provide maintenance services;
2. Design the corral; specifically determine the size of the space and how many bike racks are appropriate. Designs should ensure that bike racks are secure even if they are not permanently affixed to the asphalt or concrete surface.
3. Develop signage that explaining how the bike corral benefits the community and soliciting feedback via an online survey.
4. Implement the design and signage over a three-month period during spring/summer months and work with the maintenance partner as well as other grassroots stakeholders to promote the corral.
5. Evaluate the results of the pilot.

Adaptive Reuse of Parking Meters For Bicycles.

As the City of begins to replace coin-operated parking meters with Muni Meters, there is an opportunity to expand Newburgh's bike Parking capacity. The expense of removing coin-operated meters is often prohibitive, leaving public works professionals with the option of keeping and capping the metal support polls. Converting them into bike parking not only mitigates the unsightly nature of these abandoned polls, but also gives them new utility and helps create a more inviting and unique sense of place. The typical cost for a single conversion unit o r "Meter Hitch" can range from $100 - $500 depending on the rack design.



Parking meter conversion kits come in many shapes and sizes, but are relatively inexpensive compared to the removal of a retired parking meter poll.

LAY GROUNDWORK FOR THE FORMATION OF AN ELECTRIC BIKE LIBRARY PROGRAM OR BIKESHARE PROGRAM

Newburgh is a prime community for an electric bicycle library or a full-scale bikeshare system. Distinct from a municipal bike share systems, bicycle libraries are grassroots-driven programs with stationary hubs where different types of bicycles are made available to the public. While programmatic structures vary between volunteer-based membership and paid rentals, these systems enable a wide range of individuals to try biking in a variety of context, and provide vital access to alternative transportation systems. The geography of Newburgh is particularly suited for ebikes as challenging hills – particularly those separating the waterfront from the rest of the city – represent a significant barrier to biking for many potential cyclists in the face of geographic challenges such as hills.

In the summer of 2020, Uber donated a large fleet of electric bikes to Buffalo-based Shared Mobility Inc. The company intends to distribute a portion of this fleet to communities to build out bicycle libraries.[10] As a prime location for such a library, the city can further position itself as a candidate for receiving these bikes by addressing a key regulatory question and developing some preliminary operational details. These include:

1. Clarify local regulation of ebikes -New York's 2020 statewide adoption of a three-tiered classification system for different types of ebikes leaves specific regulation to local jurisdictions. Class 1 electric assist ebikes should be officially authorized to operate within the city of Newburgh by local ordinance.
2. Identify grassroots stakeholders to facilitate program - A key tenant if successful bike libraries is a strong grassroots foundation of volunteers and community engagement. This is often organized around a central organization or coalition of partners sharing in operational and promotional requirements.
3. Identify Locations -The size and scope of the bike library will depend largely on the size of the bicycle fleet, and capacity of community partners. Absent of specific details it is recommended that a citywide bike library include at least two centrally located distribution hubs. Based off of the findings of this report optimal locations for these jobs may include the Newburgh Public Library; the Waterfront, and/or Delano Hitch Park.

[10] https://buffalonews.com/news/local/hundreds-of-free-uber-e-bikes-coming-to-wny-for-proposed-transportation-libraries/article_39ed9318-ba22-11ea-837a-13ba39fa4bc9.html

These actions would also serve the launch of a citywide bikeshare program. Bike share programs combine the concepts of public transit with bicycle mobility by deploying a fleet of publicly accessible bicycles for shared use across a municipality. A dockless bikeshare fleet – one with free floating bikes instead of designated docking locations – would provide the City of Newburgh with maximum spatial flexibility. If the city were to pursue a bikeshare system, in addition to the recommendations above, it would be beneficial to identify potential spaces – both on and off-street – for informal bike share parking to help manage bike distribution and user behavior. The city should also consider developing and releasing an RFP from reputable bikeshare vendors to identify the best operator for the city.



Figure 7. A dockless bikeshare parking stall on the sidewalk in the City of Seattle.

DATA DEVELOPMENT RECOMMENDATIONS

The lack of quantitative data related specifically to cycling in Newburgh is a barrier to effective decision-making and potential grant funding for active mobility projects. The city of Newburgh should consider the collection of several key data points to benchmark the current state of cycling and provide a regular analysis of changing dynamics over time. The following data points are recommended:

Data Point	Description	Unit	Frequency
Travel Pattern Metrics			
Newburgh-Beacon Bridge Crossings	The Newburgh-Beacon Bridge is both a key gateway for both tourism and commuting as it provides access to Beacon and the Metro North Train Station. Understanding travel patterns across the bridge – through regular and consistent user counts – will provide a snapshot of behavior across seasons.	Number of Cyclists	Daily (via automatic counter)
Screen line Counts on major Bicycle Thoroughfares	Screen line counts are stationary observations of the total number of cyclist crossing a particular location. These are typically conducted at intersections or bottlenecks of major corridors and can be achieved with manual observation, automatic counters or video analytics.	Number of Cyclists	Seasonally (via manual counts or video analytics)
Bicycles onboard the Beacon Newburgh Commuter Ferry	Bicycles are allowed onboard the Newburgh-Beacon Commuter ferry for a $1 surcharge. This is an indicator of commuter behavior as it relates to multimodal integration.	Number of Bicycle Passes Issued	Daily (via bicycle surcharge ticket sales)
Bicycle Parking utilization at key bike nodes	Bike parking utilization is a direct indicator of the volume of bike trips to a specific destination.	Percentage of bike rack Occupancy	Seasonally (via manual counts or video analytics)
Students Biking to School	The safety and success of a bicycle network can be judged by its most vulnerable users. The more students [and their parents] feel comfortable with bicycling to school, the higher the level of	# of students biking to school	Seasonally (via manual counts)

	confidence and comfort with the bicycle network. This metric can be measured by manual observation or counts of parked bicycles at school facilities.		
Implementation Metrics			
Bike Network Mileage	As the bicycle network grows with new on and off road facilities, the amount of linear milage will provide a snapshot of the scope of the bike network.	Miles	Annual
Dollars spent on Bicycle Network Development Projects	The amount of money allocated for bicycle projects is a clear indicator of municipal priority, and a key factor in the design and implementation of bike facilities.	Dollars	Annual
Number of Bike Racks Installed	Bike racks are equally important as on -street bicycle facilities to the development of the bicycle network. The number of bike racks -in tandem with bike network mileage – provide a complete picture of network growth.	Number	Annual
Other Metrics			
Sales Tax Receipts for businesses abutting new bicycle facilities	Sales tax is revenue represents the volume of commercial activity in a given community. At the corridor level, data is an indicator of the city's economic vitality an potential impacts from adjacent bicycle facility or parking installations.	Dollars	Annually
Cyclist Satisfaction	User preferences and attitudes are an important factor in prioritizing bicycle facilities. Periodic surveys of existing cyclists and the broader community can help identify barriers that prevent people from cycling and/or identify specific locations or issues that affect decisions to ride.	Multiple	Biannually (Via Online Survey

APPENDIX A: BICYCLE NODE TABLE

Newburgh Bicycle Nodes and Classification (by Potential Use)

Key:

C = Commute
R = Recreation
T = Tourism
E = Education
B = Commercial
P = Public Institution/Service

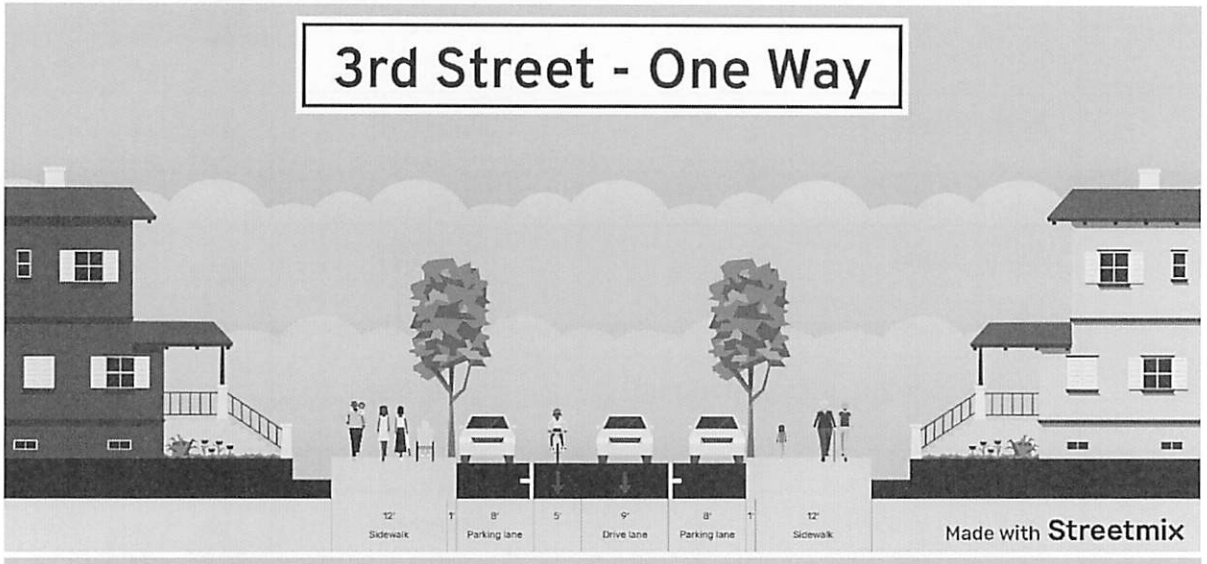
Map ID #	Location	GPS Coordinates	Use Category
1	People's Park on the Waterfront	41°29'52.28"N 74° 0'19.60"W	R T
2	Orange County Community College	41°30'3.16"N 74° 0'33.54"W	E
3	Horizons on the Hudson School	41°30'25.51"N 74° 0'27.89"W	E
4	280 Broadway Social Services	41°30'3.86"N 74° 1'11.36"W	P
5	Court House	41°30'3.98"N 74° 1'14.94"W	P
6	Cornerstone Health Center	41°29'43.58"N 74° 1'45.04"W	P
7	Newburgh City Hall	41°29'59.17"N 74° 0'36.22"W	P

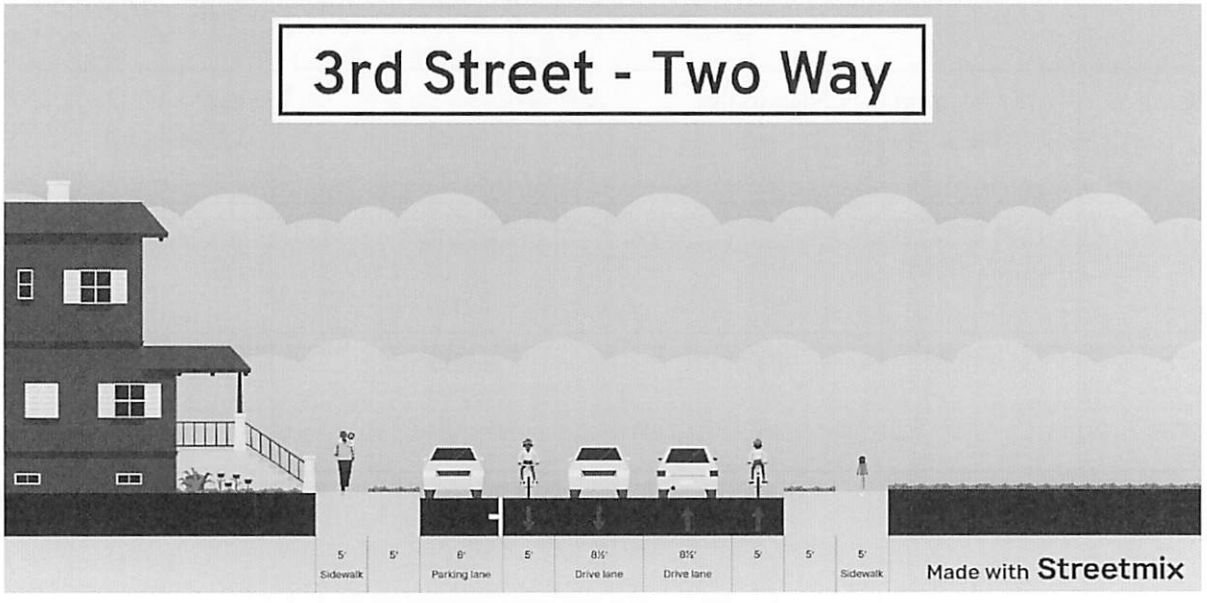
8	Audrey Carey Park	41°30'16.90"N 74° 0'39.64"W	R
9	Tyrone Crabb Memorial Park	41°30'25.23"N 74° 0'30.70"W	R
10	Newburgh Free Academy	41°30'33.78"N 74° 1'35.06"W	
11	South Middle School	41°29'33.16"N 74° 1'0.53"W	
12	Newburgh Library	41°30'14.24"N 74° 0'30.84"W	P
13	Schleiermacher Park	41°29'59.70"N 74° 1'50.46"W	R
14	Armory Unity Center	41°29'48.14"N 74° 1'30.51"W	P
15	Delano-Hitch Park	41°29'52.45"N 74° 1'28.86"W	R
16	Downing Park	41°30'21.93"N 74° 1'3.97"W	R
17	Mount St Mary College	41°30'41.91"N 74° 0'49.84"W	
18	Newburgh-Beacon Bridge	41°31'14.09"N 74° 0'37.36"W	C R T

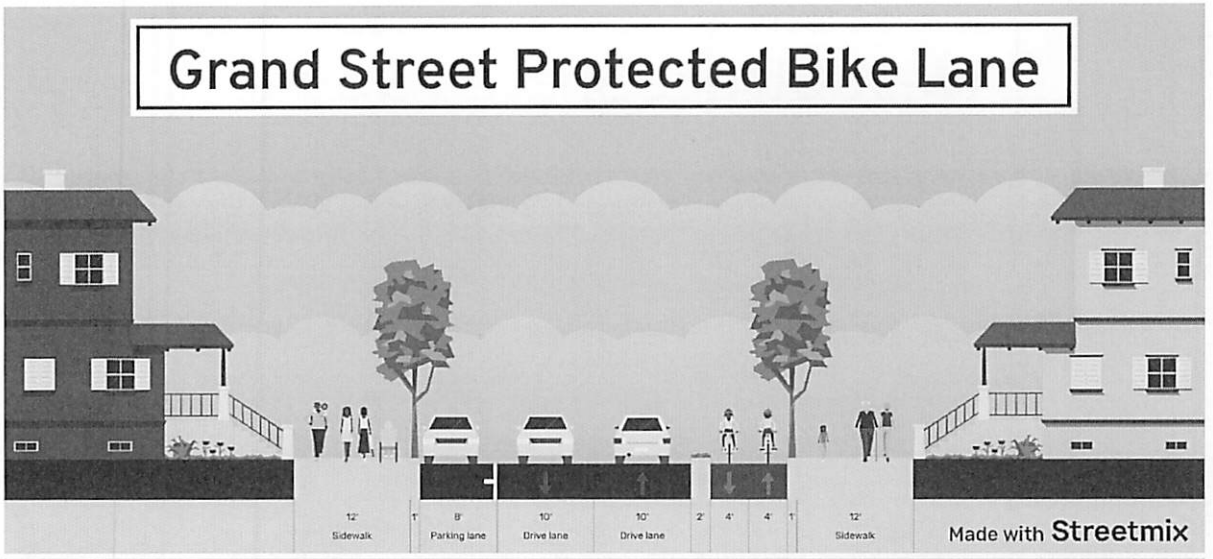
19	Beacon-Newburgh Ferry Landing	41°30'3.11"N 74° 0'18.98"W	
20	Washington's Headquarters	41°29'51.78"N 74° 0'35.73"W	
#	Liberty Street	[Corridor]	
#	William Street	[Corridor]	
#	Lower (Clark Street To Waterfront) Broadway	[Corridor]	
#	Newburgh Waterfront	[Corridor]	
#	River Road in Balmville to the Danskammer site		
#	Great Britain Road South Street	Corridor	
21	Post Office	destination	

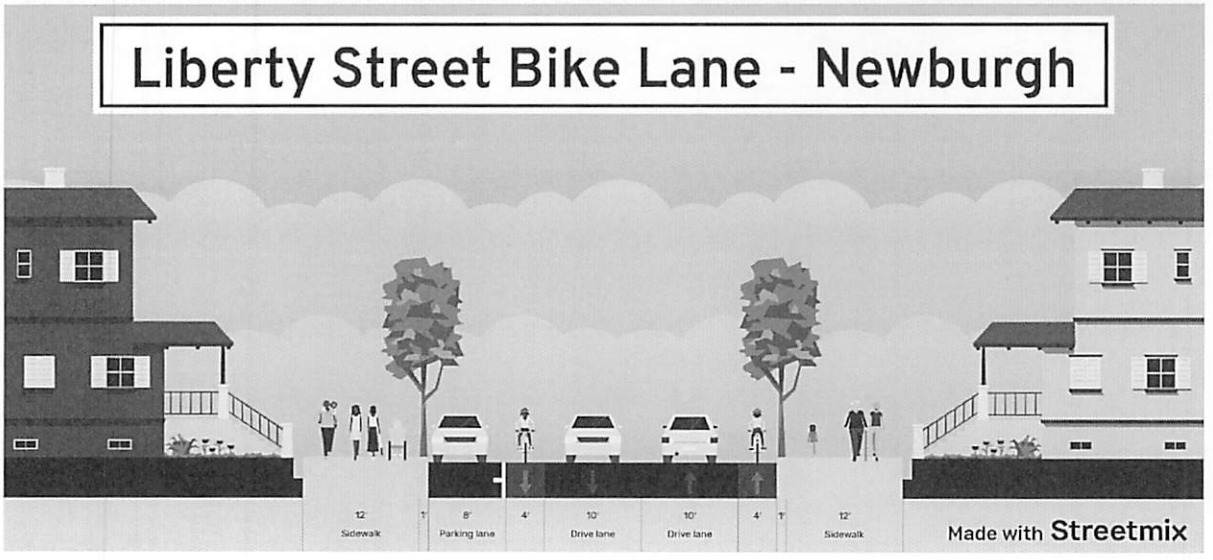
APPENDIX B: STREET CROSS SECTIONS

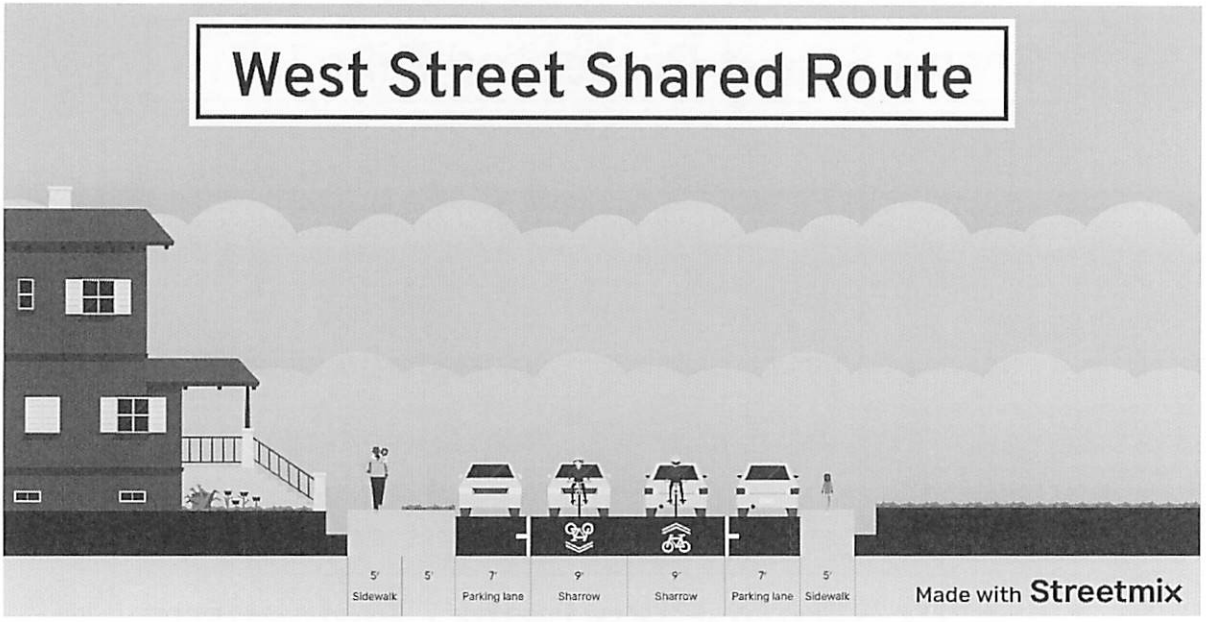
All street cross sections represent conceptual designs. Actual street widths may vary from cross section depiction as measurements were obtained from arial observation. This may impact final design.






Grand Street Protected Bike Lane
12'
Sidewalk
1'
8'
Parking lane
10'
Drive lane
10'
Drive lane
2'
4'
4'
1'
12'
Sidewalk
Made with Streetmix


Liberty Street Bike Lane - Newburgh
12'
Sidewalk
1'
8'
Parking lane
4'
10'
Drive lane
10'
Drive lane
4'
1'
12'
Sidewalk
Made with Streetmix


West Street Shared Route
5'
Sidewalk
5'
7'
Parking lane
9'
Sharrow
9'
Sharrow
7'
Parking lane
5'
Sidewalk
Made with Streetmix

APPENDIX C: SWOT RESULTS

	Strengths	
Category	Strengths	Participant Score
Infrastructure	Street Grid	3
Amenities & Services (schools, Parks, etc.)	Colleges	6
Location & Regional Proximity	Hudson Valley Location	5
Geography, Density & Topography	Population Density	1
Transit	airport proximity	1
Civic Pride & Engagement	Community Engagement	2
Active Transportation	Walkability	12
Geography, Density & Topography	View	2
Transit	Ferry	7
Civic Pride & Engagement	History	5
Waterfront/River	Riverfront	3
Infrastructure	Majority Ownership of Streets	2
Civic Pride & Engagement	Population Diversity	4
Transit	Metro North and New Jersey Transit	8
Amenities & Services (schools, Parks, etc.)	School District	3
Amenities & Services (schools, Parks, etc.)	Parks	2
Government Leadership & Engagement	Engaged Leadership	2
Broadway	Broadway	2
Tourism	Tourism	2
Amenities & Services (schools, Parks, etc.)	Public Services	3
Civic Pride & Engagement	Civic Pride	3
Infrastructure	Steetscape	3
Transit	Local Bus Service	6

Weakness

Category	**Weakness**	Participant Score
Home Ownership	Vacant Buildings	3
Funding	High Taxes	3
Equity	Economic Disparity	2
Equity	Lack of jobs/Industry	1
Infrastructure	Poor Condition of Infrastructure	11
Transit	Local Transit	3
Funding	Lack of funding	4
Government Leadership & Engagement	Lack of state/County Support	2
Car Culture	Free Parking	3
Government Leadership & Engagement	Poor Regional Coordination	6
Civic Pride & Engagement	Lack of communication	2
	Lack of Data	3
Geography, Density & Topography	Hilly Terrain	2
Broadway	Broadway Width	11
Active Transportation	Lack of Bike Infrastructure	3
Transit	Limited Ferry Hours	6
Waterfront	Poor Waterfront Connection	2

Opportunities

Category	**Opportunities**	Participant Score
Transit	Metro North	6
Location	Becon Proximity	3
Transit	Airport Proximity	6
Transit	Transit Orange	6
Government Leadership & Engagement	RFPs for Development	2
Tourism	Regional Tourism	4
Active Transportation	State Focus on Trails	3
Transit	Water Transportation	6
Location	Proximity to NYC	4
Other	Sustainability	6
Other	County Land Trust	2

Threats

Category	Threats	Participant Score
Government Leadership & Engagement	County Government	5
Car Culture	Air Quality	2
Government Leadership & Engagement	Cooperation with Neighboring Municipalities	
Geography, Density & Topography	Sprawl	4
Home Ownership	Absentee Landlords	8
Civic Pride & Engagement	Perceptions of Newburgh	7
Civic Pride & Engagement	Gentrification	1
Car Culture	Car Culture	6
Other	CSX/Freight Rail	5
Government Leadership & Engagement	NYSDOT	9

RESOLUTION NO.: ___19___-2022

OF

JANUARY 24, 2022

A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK TO CHANGE ONE TEMPORARY LIEUTENANT POSITION TO A PERMANENT LIEUTENANT POSITION AND TO DELETE ONE VACANT FIREFIGHTER POSITION IN THE FIRE DEPARTMENT

WHEREAS, the 2022 Personnel Analysis Book includes Lieutenant position on a temporary basis in the Police Department; and

WHEREAS, the Fire Department proposes to change the temporary Lieutenant position to a permanent Lieutenant position and to delete vacant and to delete a vacant Firefighter position to improve the efficiency of the Fire Department; and

WHEREAS, the change from temporary Lieutenant to permanent Lieutenant and deletion of a vacant Firefighter position in the Fire Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2022 be amended to delete one Lieutenant position on a temporary basis; add one Lieutenant position on a permanent basis; and to delete one vacant Firefighter position in the Fire Department.

RESOLUTION NO.: 20 - 2022

OF

JANUARY 24, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH ARIEL CLARK AND SAMUEL CLARK III IN THE AMOUNT OF $10,474.33

WHEREAS, Ariel Clark and Samuel Clark III brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Four Hundred Seventy-Four and 33/100 Dollars ($10,474.33) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Ariel Clark and Samuel Clark III in the total amount of Ten Thousand Four Hundred Seventy-Four and 33/100 Dollars ($10,474.33) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 21 - 2022

OF

JANUARY 24, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH EDUAR MOLINA VELES IN THE AMOUNT OF $5,197.73

WHEREAS, Eduar Molina Veles brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand One Hundred Ninety-Seven and 73/100 Dollars ($5,197.73) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Eduar Molina Veles in the total amount of Five Thousand One Hundred Ninety-Seven and 73/100 Dollars ($5,197.73) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: ___22___ - 2022

OF

JANUARY 24, 2022

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME FOR CITY MANAGER TODD VENNING TO ESTABLISH RESIDENCY WITHIN THE CITY OF NEWBURGH

WHEREAS, by Resolution No.: 123-2021 of May 20, 2021, the City Council appointed Todd Venning as City Manager of the City of Newburgh effective as of 12:00 A.M. on May 23, 2021; and

WHEREAS, City Charter Section C.5.00(C) requires that the City Manager establish residence in the City of Newburgh within 120 days of the commencement date of employment; and

WHEREAS, the COVID-19 pandemic has had a negative impact on the development, redevelopment, and availability of residential housing in the City of Newburgh preventing Mr. Venning from securing suitable housing in order to establish residency; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to maintain continuity and allow a one-year extension of time for Mr. Venning to establish such residency;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that City Manager Todd Venning be and he is hereby granted a one-year extension of time to establish residency within the City of Newburgh; and

BE IT FURTHER RESOLVED, that residency must be established on or before September 20, 2022, that date being one-year from the expiration of the 120 days following the commencement of employment with the City of Newburgh.