City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
August 4, 2022
6:00 PM

Executive Session/ Sesión Ejecutiva

1. Proposed, pending, or current litigation
   Litigación propuesta, pendiente o actual

2. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation
   El historial médico, financiero, de crédito o de empleo de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, descenso, disciplina, suspensión, despido o destitucion de una persona o corporación en particular

Council Meeting Presentations

3. Certificate of Recognition for Anna Calli
   Certificado de reconocimiento para Anna Calli

4. City of Newburgh Parking Meter Replacement/Expansion Update
   Actualización del reemplazo/expansión de los parquímetros de la Ciudad de Newburgh

5. Second Quarter Comptroller Update
   Actualización del Contralor del segundo trimestre

Work Session Presentations

6. Police Community Relations and Review Board Presentation
   Presentación de la Junta Comunitarias de Revisión y Relaciones Policiales

Engineering/Ingeniería

7. Change Order No. 4G with TAM Enterprises Inc. for Full Asphalt Reclamation on Third Street
   Resolution authorizing Change Order No. 4G to the construction contract with

TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

Resolución que autoriza la Orden de Cambio No. 4G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas de Downing y Third Street

8. Change Order No. 5G with TAM Enterprises Inc. for Replacement of Sidewalks and Curbs on Third Street

   Resolution authorizing Change Order No. 5G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

   Resolución que autoriza la Orden de Cambio No. 5G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas de Downing y Third Street

9. Change Order No. 6G with TAM Enterprises Inc. for an Extension of Time on the Downing Pond and Third Street LTCP Project

   Resolution authorizing Change Order No. 6G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

   Resolución que autoriza la Orden de Cambio No. 6G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarilla de Tormentas de Downing y Third Street

10. Proposal with QUEST for Asbestos Abatement Plan at Dutch Reformed Church

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for an asbestos and lead abatement plan for the Dutch Reformed Church at a cost of $44,770.00

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para un plan de reducción de amianto y plomo para la Iglesia Reformada Holandesa con un coste de 44.770,00 dólares

11. Application to NYSEFC's WIIA Program for Construction of the LTCP High Rate Disinfection & Floatables Control Facility

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Act Grant for the Long Term Control Plan Phase IV Floatables Control and Disinfection Facility in the amount of $10,000,000.00

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es

otorgado una Subvención de la Ley de Mejoramiento de la Infraestructura del Agua de la Corporación de Instalaciones Ambientales del Estado de Nueva York para el Plan del Centro de Control y Desinfección de Floatables Fase IV a largo plazo por el monto de $10,000,000.00

12. Application to 2022 CFA NYSDEC WQIP Grant Program for Construction of the LTCP High Rate Disinfection & Floatables Control Facility

    Resolution of the City Council authorizing the submission of a New York State Consolidated Funding Application and to accept if awarded a New York State Department of Environmental Conservation Water Quality Improvement Project Program Grant for the Long Term Control Plan Phase IV Floatables Control and Disinfection Facility Project in the amount of $10,000,000.00

    Resolución del Concejo Municipal que autoriza la sumisión de una Solicitud de Financiamiento Consolidado del Estado de Nueva York y aceptar si es otorgado una Subvención del Programa de Mejoramiento de la Calidad del Agua del Departamento de Conservación Ambiental del Estado de Nueva York para el Centro de Control y Desinfección de Floatables Fase IV por el monto de $10,000,000.00

13. Bond Resolution Phase-IV LTCP Floatable Control and Disinfection Facility

    Bond Resolution of the City of Newburgh, New York, adopted August 8, 2022, authorizing financing for the Long Term Control Plan Phase IV Floatables Control and Disinfection Facility Project in the City, stating the estimated total cost thereof is $35,531,976, appropriating said amount therefor and authorizing the issuance of $35,531,976 Bonds to finance of said appropriation and the application of any grant funds received or expected to be received from the State of New York to be expended towards the cost of said object or purpose or redemption of the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said Bonds

    Resolución de Bonos de la Ciudad de Newburgh, Nueva York, adoptada el 8 de agosto de 2022, autorizando la financiación del Plan del Centro de Control y Desinfección de Floatables Fase IV a largo plazo en la Ciudad, declarando que el costo total estimado del mismo es de $35,531,976, apropiando dicho monto para el mismo y autorizando la emisión de $35,531, 976 Bonos para financiar dicha apropiación y la aplicación de cualquier fondo de subvención recibido o que se espere recibir del Estado de Nueva York para ser gastado en el costo de dicho objeto o propósito o en la redención de las obligaciones de la Ciudad emitidas para ello, o para ser presupuestado como una compensación a los impuestos para el pago del principal e intereses de dichos Bonos

14. Application for NOAA Grant for Removal of Holden Dam on Quassaick Creek

    Resolution consenting to and endorsing the application of Riverkeeper for a National Oceanic and Atmospheric Administration Restoring Fish Passage

through Barrier Removal grant for the Holden Dam Removal Project

Resolución de consentimiento y que respalda la solicitud de Riverkeeper para una subvención de la Administración Nacional Oceánica y Atmosférica para restaurar el paso de los peces a través de la eliminación de barreras para el proyecto de remoción de la presa de Holden

Information Technology (IT) Department

15. Implementation of Cisco DUO- MFA

Resolution authorizing the City Manager to execute a contract with CDW Government, LLC for professional services to implement Cisco DUO multi-factor authentication at an implementation cost of $11,988.00 and annual license fee of $3,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con CDW Government, LLC para servicios profesionales para implementar la autenticación multifactor de Cisco DUO a un costo de implementación de $11,988.00 y una cuota de licencia anual de $3,000.00

Planning and Economic Development/Planificación y Desarrollo Económico

16. Resolution Scheduling a Public Hearing - Site Development Agreement - 137 Smith Street, 140 Montgomery Street, and 146 Montgomery Street

Resolution scheduling a public hearing for September 12, 2022 to receive public comment on the City of Newburgh's proposed action to enter into a site development agreement with The Kearney Realty & Development Group Inc. for the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1)

Resolución programando una audiencia pública para el 12 de septiembre de 2022 para recibir comentarios públicos sobre la acción propuesta por la Ciudad de Newburgh para entrar en un acuerdo de desarrollo de área con The Kearney Realty & Development Group Inc. para la transferencia y nuevo desarrollo de las propiedades ubicadas en 137 Smith Street (Sección 12, Bloque 4, Lote 4.1), 140 Montgomery Street (Sección 12, Bloque 4, Lote 10), y 146 Montgomery Street (Sección 12, Bloque 4, Lote 2.1)

17. 206 Montgomery Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Elwyn C. Clark to the premises known as 206 Montgomery Street (Section 10, Block 3, Lot 21)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a favor de

Elwyn C. Clark a las instalaciones conocidas como 206 Montgomery Street (Sección 10, Bloque 3, Lote 21)

18. Surplus Two Benches and Donate to the NECSD for Installation at the Library

Resolution declaring two modular benches as surplus and authorizing disposition to the Newburgh Enlarged City School District

Resolución que declara dos bancos modulares como excedentes y autoriza su disposición a las Escuelas del Distrito Escolar Ampliado de la Ciudad

19. Award a $50,000 Grant to Newburgh Ministry for Construction of 53 Micro Units for Very Low Income Individuals

Resolution authorizing the City Manager to execute a sub-recipient grant agreement with the Newburgh Ministry, Inc. for micro-unit construction pre-development cost reimbursement in an amount not to exceed $50,000.00 under the Cities RISE Phase III Grant

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de sub-recipiente con el Newburgh Ministry, Inc. para reembolso de costos de pre-desarrollo de construcción de micro-unidades por un monto que no exceda $50,000.00 bajo la subvención de Cities RISE Phase III

20. Award a $50,000 Grant to BJH Advisors LLC for Construction of 14 Micro Units for Very Low Income Individuals

Resolution authorizing the City Manager to execute a sub-recipient grant agreement with BJH Advisors LLC for micro-unit construction pre-development cost reimbursement in an amount not to exceed $50,000.00 under the Cities RISE Phase III Grant

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de sub-recipiente con BJH Advisors LLC para reembolso de costos de pre-desarrollo de construcción de micro-unidades por un monto que no exceda $50,000.00 bajo la subvención de Cities RISE Phase III

21. Purchase of 511 South Street

Resolution authorizing the conveyance of real property known as 511 South Street (Section 14, Block 3, Lot 14) at private sale to Habitat for Humanity of Greater Newburgh, Inc.

Resolución que autoriza la transmisión de bienes raíces conocidos como 511 South Street (Sección 14, Bloque 3, Lote 14) en venta privada a Habitat for Humanity of Greater Newburgh, Inc.

22. Purchase of 189 North Miller Street

Resolution to authorize the conveyance of real property known as 189 North

Miller Street (Section 11, Block 1, Lot 17) at private sale to Kevindaryan Lujan for the amount of $85,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 189 North Miller Street (Sección 11, Bloque 1, Lote 17) en venta privada a Kevindaryan Lujan por el monto de $85,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

23. Subrecipient Agreement to Rondon Supplies For Footwear LLC for Workforce Training

    Resolution authorizing the City Manager to enter into a Community Development Block Grant (CDBG) sub-recipient grant agreement in the amount of $10,000.00 with Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon) for a workforce training program for youth and young adult residents of the City of Newburgh

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo como sub-recipiente de la subvención de la Subvención de Bloques de Desarrollo Comunitario (CDBG) por el monto de $10,000.00 con Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon) para un programa de capacitación de la fuerza de trabajo para jóvenes y adultos residentes de la Ciudad de Newburgh

24. To Amend Resolution #176-2022 to Apply for and Accept if Awarded a New York State Homes and Community Renewal New York Main Steet Grant

    Resolution of the City Council of the City of Newburgh, New York amending Resolution No. 176-2022 to apply for and accept if awarded a New York State Homes and Community Renewal New York Main Street Downtown Anchor Project Program Grant through the 2022 Consolidated Funding Application on behalf of Genesis Global Holdings, LLC for the renovation of 120 Grand Street also known as the City Club

    Resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York, que enmienda Resolución No. 176-2022 para solicitar y aceptar si es otorgada un subsidio de Vivienda y Renovación Comunitaria del Estado de Nueva York del Programa de Proyectos Ancla de la Calle Principal del Estado de Nueva York a través de la Solicitud de Financiamiento Consolidado de 2022 en nombre de Genesis Global Holdings, LLC para la renovación del 120 Grand Street que también se conoce como el City Club

25. License Addendum with Friends of the Newburgh Free Library, Inc. - Unico Park

    Resolution authorizing the City Manager to execute an addendum to a license agreement with the Friends of the Newburgh Free Library, Inc. to continue a Little Free Library in Unico Park

Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda a un acuerdo de licencia con Friends of the Newburgh Free Library, Inc. para continuar con una Pequeña Biblioteca Gratuita en el Parque Unico

26. NYS DEC Catskill Aqueduct Water Reimbursement Contract C011789 - Amendment No. 1

    Resolution authorizing the City Manager to enter into Amendment No. 1 to Contract No. C011789 with the New York State Department of Environmental Conservation for reimbursement of the cost of water purchased from the New York City Catskill Aqueduct

    Resolución que autoriza al Gerente de la Ciudad a entrar en la Enmienda No. 1 al Contrato No. C011789 con el Departamento de Conservación Ambiental del Estado de Nueva York para reembolso de costos por el agua comprada del Acueducto de Catskill de la Ciudad de Nueva York

27. 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

    Resolution authorizing the City Manager to apply for and accept if awarded a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant in the amount of $28,103.00 for overtime costs in the City of Newburgh Police Department

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención del Programa de Asistencia de Justicia Conmemorativa Edward Byrne del Departamento de Justicia de EE. UU. por el monto de $28,103.00 para costos de horas extras en el Departamento de Policía de la Ciudad de Newburgh

Fire Department / Departemento de Bomberos

28. Purchase of Pierce 105' Ladder Truck

    Resolution authorizing the award of a bid to Firematic Supply Co., Inc. as representative of Pierce Manufacturing, Inc. for the construction and delivery of one Ladder Truck for the City of Newburgh Fire Department at a cost of $1,249,000.00

    Resolución que autoriza la adjudicación de una oferta a Firematic Supply Co., Inc. como representante de Pierce Manufacturing, Inc. para la construcción y entrega de un camión de escala para el Departamento de Bomberos de la Ciudad de Newburgh por un costo de $1,249,000.00

Boards and Commissions/Juntas y Comisiones

29. Appointments - Human Rights Commission

    1) Interest List
    2) Applications

1) lista de interés
2) Solicitudes

30. Appointments - Arts & Cultural Commission

1) Interest List
2) Applications

1) lista de interés
2) Solicitudes

Local Laws/Leys Locales

31. Local Law authorizing Videoconferencing for City of Newburgh Public Bodies

Local Law adding Section 20-1.2 entitled “Videoconferencing” to Chapter 20 of the Code of Ordinances of the the City of Newburgh

Ley local que añade la Sección 20-1.2 titulada "Videoconferencia" al Capítulo 20 del Código de Ordenanzas de la Ciudad de Newburgh

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4G TO THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of $3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, additional work consisting of full depth asphalt reclamation along Third Street from Robinson Avenue to Johnston Street added $234,081.38 to the contract price increasing the contract amount to $3,451,081.38; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 4G with funding for the change order derived from A.5112.0206; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 4G with the TAM Enterprises, Inc. in the amount of $234,081.38 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 4G

Date of Issuance:	July 26, 2022	Effective Date:	August _____, 2022
Owner:	City of Newburgh	Owner's Contract No.:	11.21
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30055884
Project:	New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name:	General Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

Add new contingency allowance Item No. 9 "Pavement Reclamation" to the contact and $234,081.38 added to the item for reclaiming the pavement on Third Street from Johnston Street to Robinson Avenue. Payment for Work authorized under Item 9 will be full compensation for providing all Work authorized in writing under this contingency allowance, complete as shown, indicated, or directed by ENGINEER.

Attachments: *Change Proposals*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 3,100,000.00	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase from previously approved Change Orders No. 3 : $117,000.00	Increase from previously approved Change Orders No. 1: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 3,217,000.00	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase of this Change Order: $ 234,081.38	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 3,451,081.38	Contract Times with all approved Change Orders: Substantial Completion: 300 Ready for Final Payment: 330 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title City Manager	Title Project Manager
Date:	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5G TO THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of $3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, additional work consisting of the full replacement of sidewalks and curbing along the south side of Third Street from Robinson Avenue to Johnson Street added $584,646.65 to the contract price increasing the contract amount to $4,035,728.03; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 5G with funding for the change order derived from CD1.8686.0400.8030.2021 and CD1.8686.0400.8030.2022 and A.5112.0206; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 5G with the TAM Enterprises, Inc. in the amount of $584,646.65 in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 5G

Date of Issuance:	July 26, 2022	Effective Date:	August _____, 2022
Owner:	City of Newburgh	Owner's Contract No.:	11.21
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30055884
Project:	New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name:	General Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

Add new contingency allowance Item No. 10 "Additional Granite Curb and Sidewalk" to the contact and $584,646.65 added to the item for additional construction granite curb and sidewalks on Third Street from Johnston Street to Robinson Avenue. Payment for Work authorized under Item 10 will be full compensation for providing all Work authorized in writing under this contingency allowance, complete as shown, indicated, or directed by ENGINEER.

Attachments: *Change Proposals*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 3,100,000.00	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase from previously approved Change Orders No. 4 : $234,081.38	Increase from previously approved Change Orders No. 1: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 3,451,081.38	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase of this Change Order: $ 584,646.65	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 4,035,728.03	Contract Times with all approved Change Orders: Substantial Completion: 300 Ready for Final Payment: 330 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title City Manager	Title Project Manager
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 6G TO THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT

WHEREAS, by Resolution No. 218-2021 of September 27, 2021, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of $3,100,000.00 for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, additional time is required to complete the Project and TAM Enterprises, Inc. has submitted Change Order No. 6G extending the time to substantial completion and final payment by 60 days with no additional cost; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 6G with the TAM Enterprises, Inc. to extend the time to substantial completion and final payment by 60 days in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 6G

Date of Issuance:	July 26, 2022	Effective Date:	August _____, 2022
Owner:	City of Newburgh	Owner's Contract No.:	11.21
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30055884
Project:	New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name:	General Construction

The Contract is modified as follows upon execution of this Change Order:

Description:

This is a zero dollar change order that extends the Contract Times by sixty (60) days.

Attachments: *Change Proposals*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 3,100,000.00	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase from previously approved Change Orders No. 5 : $584,646.65	Increase from previously approved Change Orders No. 1: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 4,035,728.03	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase of this Change Order: $ 0	Increase of this Change Order: Substantial Completion: 60 Ready for Final Payment: 60 days
Contract Price incorporating this Change Order: $ 4,035,728.03	Contract Times with all approved Change Orders: Substantial Completion: 360 Ready for Final Payment: 390 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature) Todd Venning * Res _____-2022	Contractor (Authorized Signature)
Title: Project Manager	Title City Manager/CEO	Title Project Manager
Date:	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T) FOR AN ASBESTOS AND LEAD ABATEMENT PLAN FOR THE DUTCH REFORMED CHURCH AT A COST OF $44,770.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for the preparation of an asbestos and lead abatement plan in connection with renovations of the Dutch Reformed Church; and

WHEREAS, the proposal includes the preparation of a New York State Department of Labor site variance application; 3D cloud point scanning and AutoCAD file development; and construction specifications and bidding services; and

WHEREAS, the cost for these services will be $44,770.00 and funding shall be derived from CG.1440.0448.3601.2023; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for an asbestos and lead abatement plan for the renovations at the Dutch Reformed Church at a cost of $44,770.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

July 25, 2022

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

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

Re.: 134 Grand Street, Newburgh, NY 12550 (Former Dutch Reformed Church)
Request for Proposal – Environmental Remediation Design & Bidding Services

Dear Mr. Morris,

Quality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** is pleased to submit the attached proposal to: 1) Perform a Contamination Assessment and prepare/submit a Site-Specific Variance to NYSDOL ESU; 2) 3D Cloud Point Scan and AutoCAD File Development; 3) Prepare Specifications/Drawings with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project.

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

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

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

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

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

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

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

Sincerely,

Rudy Lipinski - LEED®AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

ENVIRONMENTAL REMEDIATION DESIGN & BIDDING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
FORMER DUTCH REFORMED CHURCH
134 Grand Street
Newburgh, NY 12550

QuES&T agrees to provide the following services:

1.) Contamination Assessment & Develop/Submission of NYSDOL Site-Specific Variance

- Perform contamination assessment of the interior of the building to identify the full extent of asbestos contamination at the Former Dutch Reformed Church, located at 134 Grand Street, Newburgh, NY 12550.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

2.) 3D Cloud Point Scan & AutoCAD File Development

- Scanning of each room/space within the building, these spaces will be limited to those accessible to the scan team.
- Exterior scanning not part of this proposal.
- Interior space scans will be limited to those spaces that are (1) greater than 150 square feet, (2) have a floor to ceiling height of 8 feet and (3) are safely accessible to the scan team.
- Provide continuous point cloud files for the interior of the building.
- Provide 2D AutoCad base plans for the building.

QuES&T Services Cont'd…

3.) Construction Document Specification/Drawing Development & Bidding Services

QuES&T will provide NYSDOL certified Project Designer (PD) and Certified Industrial Hygienist (CIH) personnel to develop the required environmental specifications and contract documents. Preparation of the required specifications shall include (if required) incorporation of existing NYSDOL Applicable Variances and/or development of Job Specific Variances to ensure the most cost-effective and technically sound solution is implemented. **QuES&T** will:

- Outline specific pre-abatement activities and abatement procedures and strategies for compressing the project schedule and providing the most cost-effective solution to environmental remediation requirements. The design will consider utilizing existing applicable variances, new variances, and means and methods for dealing with operational constraints, isolation of the work areas, and specific remediation procedures and criteria.
- **QuES&T** will include and manage Ryan Biggs / Clark Davis Engineering & Surveying, D.P.C. and Preservation Architecture on the project team to provide structural engineering and historic preservation professional services respectively. (See Attached).
- Develop bid documents, including working drawings and specifications, for the purpose of securing competitive bidding.
- Assist in preparation of bid lists, review of bid submittals and assist ***The City of Newburgh*** in the selection of contractor(s), as required.
- Conduct on-site pre-bid walkthrough with prospective bidders, and resolve outstanding questions on contract scope and deliverables, prior to bid receipt and award, as required.

ENVIRONMENTAL REMEDIATION DESIGN & BIDDING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
FORMER DUTCH REFORMED CHURCH
134 Grand Street
Newburgh, NY 12550

- **1) CONT. ASSESSMENT & DEVELOP/SUBMIT OF NYSDOL SITE-SPECIFIC VARIANCE**

  - Contamination Assessment & Development/Preparation of one (1) Site-Specific Variance Petition to NYDSOL

    - Breakdown:

Contamination Assessment	$ 1,150.00
NYSDOL Variance Development	$ 1,650.00
NYSDOL Variance Filing Fee	$ 350.00
Lump Sum Total	***$ 3,150.00***

- **2) 3D CLOUD POINT SCAN & AUTOCAD FILE DEVELOPMENT**

  - Interior Building Scan Utilizing a Leica BLK2GO and/or BLK360 to Provide 3D Point Cloud Scans and AutoCAD files ***Lump Sum Total $ 5,320.00***

- **3) CONST. DOC. SPECIFICATION/DRAWING DEVELOPMENT & BIDDING SERVICES**

  - Preparation of Bid Specification(s) for Asbestos, Lead, Structural & Historic Preservation, including AutoCAD Drawing Development, P.E./P.A.Stamps and Contractor Pre-Bid Walkthrough

    - Breakdown:

Environmental	$ 12,000.00
Structural (See Attached)	$ 14,800.00
Historic Preservation (See Attached)	$ 9,500.00
Lump Sum Total	***$ 36,300.00***

Lump Sum Project Total $ 44,770.00

ACCEPTANCE OF PROPOSAL #P22-8004

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.
Payment Terms: Payment Shall Be Net 30 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By _____ _____ _____
Signature *Print Name & Title* *Date*

RYAN BIGGS CLARK DAVIS
ENGINEERING & SURVEYING

July 23, 2022

Mr. Rudy Lipinski
Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappinger Falls, NY 12590

Re: Dutch Reformed Church
Ryan Biggs | Clark Davis Proposal P12439-1

Dear Mr. Lipinski:

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

The building is currently vacant, and portions of the ceiling have collapsed leaving significant debris on the main floor of the building. We understand the proposed project will remove the debris and perform limited hazardous material abatement to allow the building to be accessed by people interested in the development and preservation of the property.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and Quality Environmental Solutions & Technologies, Inc. (Client) agree as set forth below.

A. SCOPE OF SERVICES

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

Design Phase

1. Review related documents for the structure.

2. Make site observations and take measurements of existing conditions as required for our work.

3. Perform structural analysis of the existing conditions.

4. Prepare structural drawings to assist bidders in developing an approach for performing the work. The drawings will include:
    a. Structural stabilization needed to perform the work.
    b. A floor plan showing allowable loading.

5. Attend one meeting at Client's or Owner's office for coordination.

6. Attend up to three web conferencing meetings for coordination.

7. Prepare technical construction specifications related to our work.

Bid Phase

1. Assist Client in answering bidders' questions and preparing clarification addenda for the structural work we design.

2. Attend prebid meeting.

3. Assist Client in reviewing and assessing bids received.

4. Submit conformed documents incorporating all changes made to the structural drawings by addendum.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide a proposal for the additional scope items.

1. Other than the stabilization repairs noted above, design repairs and reinforcing of existing structure to support increased seismic loads, increased wind loads, increased snow loads, or drifted snow loads. The structural drawings will address needed repairs to access the building for the work but will not include long-term repairs needed for building occupancy.

2. Develop an opinion of probable construction cost.

3. Prepare full bidding package and front-end documents.

4. Perform value engineering after Construction Documents are issued for bid.

5. Assist Client in applying for and obtaining permits.

6. Attend public review meetings or hearings.

7. Perform construction administration services.

B. COMPENSATION FOR PROFESSIONAL SERVICES

Ryan Biggs | Clark Davis will perform the listed services for a fixed fee of $14,400 plus the reimbursable expenses listed in C below.

C. COMPENSATION FOR EXPENSES

Reimbursable expenses incurred by Ryan Biggs | Clark Davis for the project are in addition to the fee and shall include the following: travel mileage and transportation fares to locations more than 20 miles from our office.

1. Reimbursable expenses will be billed monthly for the actual cost of expenditures plus a 10 percent administrative fee.

2. Reimbursable expenses are estimated to be $400, but the amount invoiced may be greater depending upon the costs incurred.

Thank you for considering Ryan Biggs | Clark Davis for this project. If the above scope and fee are acceptable to you, please forward a contract for execution.

Please call me with any questions.

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



Jack Healy, P.E.
Principal

P R E S E R V A T I O N A R C H I T E C T U R E
Marilyn E. Kaplan, Architect and Principal
43 Marion Avenue
Albany, New York 12203
518-459-6460
preservationarchitecture@gmail.com
WEBSITE: preservationarchitectureny.com

July 25, 2022

Rudy Lipinski – LEED AP
Director of Field Operations
QuES&T
1376 Route 9
Wappingers Falls, NY 12590

Re: Environmental Remediation
Dutch Reformed Church, Newburgh, NY

Dear Rudy,

Thank you for the opportunity to provide a proposal to provide architectural / historic preservation services for the interior abatement effort at the 1835 historic Dutch Reformed Church, among the most prominent landmarks in the city and designated as a National Historic Landmark. I would be honored to have the opportunity to work with you on this magnificent structure.

This proposal includes services up through Bidding of the project: a separate proposal for Construction Administration services or treatment of any exterior materials determined by further testing to be ACM or contain lead can be provided as needed.

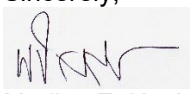
It is assumed that all drawings will be prepared by your firm, and that my work on these will be limited to review of drawings or providing of notes to clarify the intent of the work.

A breakdown of proposed fees and tasks is as follows: separately, will be happy to provide a list of the many historic preservation projects I have participated in through the NYS OPRHP grant programs.

1	Review of documents	• Testing reports available; • Previous documents on historic building and its construction as prepared by others (drawings; Historic Structure Report; etc.) • Requirements of the City of Newburgh and the State of New York (Parks, Recreation and Historic Preservation) as related to this project.	$1200
2	Site Visits	(2) Review existing conditions; develop scope of work	$3200
3	Technical Specifications	Develop outline specifications for: • Handling/storage of removed historic materials • Technical specifications for historic, interior architectural materials to be retained in situ (wood, plaster)	$2400
4	Review of Project Materials	As developed by QuES&T, other team members	$600
5	General Coordination, including zoom meetings		$1800
5	Additional	Expenses: 2 trips at 190 mi ea.; tolls	$300
			$9500

Thank you for this potential opportunity, and please let me know if additional information will be required.

Sincerely,



Marilyn E, Kaplan
Architect

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE AMOUNT OF $10,000,000.00

WHEREAS, The New York State Clean Water Infrastructure Act (CWIA) of 2017 invests $3 billion in clean and drinking water infrastructure projects and water quality protection across the state and as part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering $225 million in grants for clean and drinking water projects during the 2022-2023 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality, including projects that address combined and/or sanitary sewer overflow impacts from sustained rain events; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019 and Resolution No. 113-2020 of May 28, 2020, the City Council authorized the City Manager to enter into agreements with Arcadis of New York, Inc. for professional engineering services related to the planning, the preparation of preliminary engineering reports, and design and bid documents for Long Term Control Plan Phase II, Phase III and Phase IV projects, including the Floatables Control and Disinfection Facility Project (the "Project"); and

WHEREAS, by Resolution No. 189-2021 of August 9, 2021, the City Council designated the Project as a "Type II" Action, as the quoted term is defined in the State Environmental Quality Review Act ("SEQRA") regulations and determining that no further review for SEQRA purposes is required; and

WHEREAS, the City intends to undertake the Project at a total project cost of $35,531,976.00 with the source of City funding for the Project derived from a 2022 bond authorization; and

WHEREAS, this Council has determined that undertaking the Project and applying for and accepting if awarded EFC New York State Water Infrastructure Improvement Act grant in the amount of $10,000,000.00 with a required 25% match and remaining construction funding to be derived from a future CWSRF Loan is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Floatables Control and Disinfection Facility Project is hereby approved at the maximum total project cost in the amount of $35,531,976.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he hereby is authorized to apply for and accept if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant for the Floatables Control and Disinfection Facility Project in an amount not to exceed $10,000,000.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of 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 program funded thereby; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the sum of $35,531,976.00 is hereby appropriated from a 2022 Bond authorization.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A NEW YORK STATE CONSOLIDATED FUNDING APPLICATION AND TO ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION WATER QUALITY IMPROVEMENT PROJECT PROGRAM GRANT FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE AMOUNT OF $10,000,000.00

WHEREAS, the New York State Department of Environmental Conservation Water Quality Improvement Project Program (DEC WQIP) is a competitive state-wide reimbursement grant program for construction and implementation projects that directly address documented water quality impairments, improve aquatic habitat, or protect a drinking water source; and

WHEREAS, the City wishes to apply for and accept if awarded a DEC WQIP Program grant through the Consolidated Funding Application process to fund the Long Term Control Plan Phase IV Floatables Control and Disinfection Facility Project; and

WHEREAS, such grant funds shall be in an amount not to exceed $10,000,000.00 with a 25% City match to be derived from a New York State Environmental Facilities Corporation Clean Water State Revolving Fund (CWSRF) Program loan C3-7332-11-02;

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 New York State Department of Environmental Conservation Water Quality Improvement Project Program grant through the 2022 Consolidated Funding Application in an amount not to exceed $10,000,000.00 with a City match to be provided by a New York State Environmental Facilities Corporation Clean Water State Revolving Fund (CWSRF) Program loan C3-7332-11-02 to fund the Long Term Control Plan Phase IV Floatables Control and Disinfection Facility Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

NEW YORK STATE | Department of Environmental Conservation

Water Quality Improvement Project (WQIP)

2022 PROGRAM OVERVIEW

FUNDING AVAILABLE: AT LEAST $75 MILLION

Kathy Hochul, Governor | Basil Seggos, Commissioner

DESCRIPTION

The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments and not-for-profit corporations to implement projects that directly improve water quality or aquatic habitat or protect a drinking water source. This funding is for construction/implementation projects, not projects that are exclusively for planning.

It is highly recommended that all potential WQIP applicants read the WQIP Program Overview, particularly the section for their project type, in its entirety before applying for WQIP funding.

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PROJECT TYPES SUMMARY TABLE

Funding is available for the following project types (see project type sections for all information):

Project Type	Maximum Award	Required Match	Eligible Applicants[1]	Required Attachment(s)
Wastewater Treatment Improvement	$1,000,000 to $10,000,000 depending on project subtype	25% (primary & secondary priority projects); or 60% (general wastewater projects) of award amount	Municipalities	Budget worksheet Engineering report Project map Floodplain map Sexual Harassment Prevention Certification Form
Non-Agricultural Nonpoint Source Abatement and Control	$500,000 to $4,000,000 depending on project subtype	25% of award amount	Municipalities Soil & water conservation districts	Budget worksheet Project map Floodplain map for certain project subtypes See Nonpoint Source section for attachments required for certain project subtypes Sexual Harassment Prevention Certification Form
Land Acquisition for Source Water Protection	$5,000,000	25% of award amount	Municipalities Soil & water conservation districts Not-for-profit corporations	Budget worksheet Monitoring and enforcement protocol Project map Fiscal reports (programs only) Sexual Harassment Prevention Certification Form
Salt Storage	$500,000	50% of award amount	Municipalities Soil & water conservation districts	Budget worksheet Project map Floodplain map Sexual Harassment Prevention Certification Form

[1] The applicant's name must exactly match the name of the eligible entity registered in the NYS Grants Gateway. It may not be the name of an individual.

Project Type	Maximum Award	Required Match	Eligible Applicants[1]	Required Attachment(s)
Aquatic Connectivity Restoration	$250,000	25% of award amount	Municipalities Soil & water conservation districts Not-for-profit corporations	Budget worksheet Landowner agreements as applicable Project map Floodplain map Sexual Harassment Prevention Certification Form
Marine District Habitat Restoration	$750,000	25% of award amount	Municipalities Soil & water conservation districts Not-for-profit corporations	Budget worksheet Landowner agreements as applicable Project map Floodplain map Sexual Harassment Prevention Certification Form Feasibility Study

FLOOD RESILIENCY REQUIREMENTS

The following application eligibility requirement is for all project types **except**:

- Land Acquisition for Source Water Protection
- Nonpoint Source Stormwater Retrofits
- Nonpoint Source In-Waterbody Controls for Nutrients
- Nonpoint Source Bathing Beach Restoration
- Nonpoint Source Vacuum Trucks in MS4 Areas
- Nonpoint Source Road Ditch Stabilization program, Septic Tank Pumpout program or Rain Garden/Rain Barrel program.

If the project is within a 0.2% annual chance of occurrence floodplain, submit with the application a floodplain map with the location of the project indicated.

If the project is awarded funding and is within a 0.2% floodplain, the following must be included in the planning and design of the project if applicable:

- A site plan with the contours indicating the Special Flood Hazard Area, Coastal High Hazard Area, or 0.2% floodplain
- Location of and elevation of non-critical and critical equipment
- Certification of floodproofing
- A floodway analysis with a no-rise certificate if the project is within a regulated floodway.

Guidance and information for meeting this requirement is on DEC's WQIP webpage: https://www.dec.ny.gov/pubs/4774.html

PROJECTS AFFECTING WATER QUALITY IN ENVIRONMENTAL JUSTICE AREAS

DEC demonstrates a commitment to Environmental Justice (EJ) and remedies for communities that may be burdened by negative environmental consequences. EJ is defined by DEC as the fair treatment and meaningful involvement of all people, regardless of race, color, or income, with respect to the development, implementation and enforcement of environmental laws, regulations, and policies. A proposed project that positively impacts water quality in an EJ community, or positively impacts drinking water serving an EJ community, will receive points in the evaluation of an application where indicated. Maps of EJ areas in New York State are available at: http://www.dec.ny.gov/public/911.html.

To qualify for EJ points, your application must include a summary narrative referencing a DEC EJ map, along with details demonstrating water quality improvement to an EJ area or to drinking water serving an EJ community - where the benefit will be provided, or the area served by the drinking water source, or the exact street location(s) where the project is to be implemented.

INELIGIBLE PROJECTS/APPLICATIONS

Applications are ineligible that:

- Do not improve water quality[2], aquatic habitat, or protect a drinking water source;
- Are only seeking funds for studies, planning, or design;
- Do not include required attachments **(view the section for your project type for a full list of required attachments);**
- Do not meet the requirements for that project type or subtype;
- Are from not-for-profit organizations that are neither registered nor have a current prequalification in Grants Gateway as of the application deadline;
- Fail to meet the minimum scoring criteria as detailed for each project type in this Program Overview. A project must receive a score of at least 30 to be eligible for funding;
- Do not show match and a match source, or use ineligible match sources; or
- Are seeking funds for costs incurred before May 2, 2022 unless the project is a Land Acquisition for Source Water Protection Project/Program.

APPLICATION LIMITS

- Applicants may only apply for one project type per application.
- Only one application may be submitted per project per round.
- Applicants are limited to five applications per round.
- Applicants that have received funding in a previous round will not receive additional funding in this or a future round for the same scope of work. However, the WQIP program will fund distinct phases or different activities and costs of a project in consecutive rounds of funding if the applicant sufficiently describes how the planned scope of work is distinctly different from the previous scope of work.

[2] As defined in the scoring criteria for each project type.

MORE INFORMATION ON MATCH

- Match for WQIP is a percentage of the **award amount**, not the total project cost.
- Only eligible WQIP costs/activities may be used for match.
- Applications that do not show sufficient match will have their potential award amounts decreased accordingly.
- Match consists of cash contributions and in-kind services for the project and must come from a local source. Federal grants/funding may be used as match.
- Ineligible match sources include state grants/funding, except for loans that will be repaid (e.g., State Revolving Fund loans).

Match Formula: Requested Award Amount x Required Match Percentage = Required Match Amount

Match Calculation Example 1:

Project type: Priority wastewater treatment improvement

Required match percentage: 25% of award amount

Requested award amount: $1,000,000

$1,000,000 x 0.25 = $250,000

Applicant is required to provide match of $250,000

Total costs to show in WQIP budget: $1,000,000 + $250,000 = 1,250,000

Match Calculation Example 2:

Project type: General wastewater treatment improvement

Required match percentage: 60% of award amount

Requested award amount: $2,500,000

$2,500,000 x 0.60 = $1,500,000

Applicant is required to provide match of $1,500,000

Total costs to show in WQIP budget: $2,500,000 + $1,500,000 = $4,000,000

Match Calculation Example 3:

Project type: Salt storage

Required match percentage: 50% of award amount

Requested award amount: $500,000

$500,000 x 0.50 = $250,000

Applicant is required to provide match of $250,000 (not $500,000)

Total costs to show in WQIP budget: $500,000 + $250,000 = $750,000

WASTEWATER TREATMENT IMPROVEMENT

ELIGIBLE APPLICANTS

- Municipalities[3]

DESCRIPTION

Funding is available for wastewater treatment improvements to municipal wastewater systems.

Required Attachments

- Engineering report **prepared, stamped, signed, and dated** by a NYS-registered professional engineer
    - Feasibility reports and engineering plans not accompanied by engineering reports do not fulfill the engineering report requirement.
    - DEC recommends engineering reports follow the Environmental Facilities Corporation (EFC) engineering report guidelines (see resources list below) and be approved by DEC/accepted by EFC prior to application submission.
    - Engineering reports must include at a minimum the following elements:
        - Project background and history/problem statement
        - Alternatives analysis with cost estimates
        - Summary and comparison of alternatives
        - Recommended alternative
- Map with the project area clearly identified. Map must be a 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Completed WQIP budget worksheet[4]
- Completed and signed Sexual Harassment Prevention Certification Form[5]

PROJECT SUBTYPES AND REQUIREMENTS

- All primary and secondary priority projects may be funded before general wastewater projects.
    - DEC reserves the right to fund one project from each primary and secondary priority category scoring 55 or above before awarding additional primary and secondary priority wastewater projects.

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[3] For the purposes of Wastewater Treatment Improvement projects under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof (Environmental Conservation Law §56-0101).

[4] WQIP Budget Worksheet: http://www.dec.ny.gov/pubs/4774.html

[5] Sexual Harassment Prevention Certification Form: http://www.dec.ny.gov/pubs/4774.html

    - DEC reserves the right to fund one application per municipality from each primary and secondary priority category scoring 55 or above before awarding additional primary and secondary priority wastewater projects.
- DEC reserves the right to fund all primary priority wastewater effluent disinfection projects scoring 55 or above before awarding any other wastewater improvement project.
- Projects that apply for a primary or secondary priority category but do not meet all requirements will be scored as a general wastewater project and will be required to meet the 60% match if awarded.

Project subtype	Description	Maximum award	Required match	Special Requirements
Primary Priority				
Wastewater Effluent Disinfection	Projects to add effluent disinfection and associated backup power to facilities that do not currently disinfect	$1,000,000	25% of award amount	Applicants **must** have been notified by DEC via letter or modified permit that their treatment system requires an upgrade to add effluent disinfection. **Only** work associated with disinfection installation and associated backup power will be reimbursed.
Secondary Priorities				
Combined Sewer Overflow (CSO) / Sanitary Sewer Overflow (SSO)	Projects to upgrade municipal systems to meet CSO or SSO discharge requirements, including repairs to private laterals attached to the collection system	$10,000,000	25% of award amount	CSO projects **must** be listed under an approved long-term control plan (LTCP). SSO projects **must** be for an SSO in a capacity, management, operation and maintenance (CMOM) program, DEC-approved sanitary sewer evaluation survey plan, or Order on Consent.

Project subtype	Description	Maximum award	Required match	Special Requirements
Watershed Plan Implementation	Projects to upgrade municipal systems to meet a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed plan or DEC HABs Action Plan) nutrient requirements	$10,000,000	25% of award amount	Project **must** reduce a nutrient pollutant(s) of concern identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) and be necessary to meet the effluent limits in the SPDES permit.
Municipal Systems to Serve Multiple Properties with Inadequate On-site Septic Systems	Projects to construct municipal systems to serve multiple properties with inadequate on-site septic systems	$10,000,000	25% of award amount	Project **must** reduce nutrients or fecal indicator bacteria documented in the WI/PWL segment factsheet as causing the nearest waterbody's best use(s) to be assessed as "impaired" or "precluded" or the need for the project **must** be documented in a completed sanitary survey conducted and/or approved by the Department of Health, or a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or HABs Action Plan). If awarded, a sewer district **must** be formed within 2 years of date of award. No funding will be disbursed until sewer district is formed.

Project subtype	Description	Maximum award	Required match	Special Requirements
Wastewater Treatment Facility Nitrogen Abatement for Shellfishing Waters	Projects to reduce and/or eliminate nitrogen impairments in shellfishing waters	$10,000,000	25% of award amount	
General Wastewater Projects				
Other Wastewater Treatment Improvements	All other wastewater projects	$10,000,000	60% of award amount	

ELIGIBLE COSTS

- Equipment
- Contractual costs (construction, equipment, supplies/materials)
- Construction inspection (on-site activities typically performed by a licensed professional engineer, e.g., inspection of methods and materials)
- Salary and fringe benefits
- Administrative costs directly related to implementing the project[6]

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Planning, design, specification, and engineering costs
- Construction oversight (e.g., monitoring the schedule and budget, contract performance and quality control)
- Non-construction costs incurred during the construction phase
- Indirect costs (e.g., travel, space/property rent, utilities, office supplies)
- Administrative costs not directly related to implementing the project[7]
- Legal fees
- Costs associated with establishing a sewer district
- Pre- and post-construction monitoring and sampling
- Costs incurred outside the start and end date of the contract (no earlier than May 2, 2022)
- **Applications that do not attach an engineering report or other required attachments**
- Applications for non-municipal systems
- Projects also being funded through the State Septic System Replacement Fund
- Applications for planning or to create a study

[6] The following are examples of **eligible administrative costs**: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project.

[7] The following are examples of **ineligible administrative costs**: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents needed to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project.

RESOURCES

- NYS EFC engineering report guidelines: https://efc.ny.gov/forms-tools
- DECinfo Locator (most up to date source of WI/PWL segment fact sheets[8]): https://www.dec.ny.gov/pubs/109457.html
- New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act: https://www.dec.ny.gov/energy/102559.html#Implementation
- HUC 12 watersheds map: https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8
- Maps of EJ areas in New York State: http://www.dec.ny.gov/public/911.html.

CONTACT

NYS Department of Environmental Conservation, Division of Water
Don Canestrari, (518) 402-8138

[8] For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody the project will impact. To find the closest WI/PWL segment fact sheet, visit the DECinfo Locator at https://gisservices.dec.ny.gov/gis/dil/. In the left column of the map, click “DEC Information Layers”>”Environmental Quality”>”Environmental Monitoring” and check the box for “Waterbody Inventory/Priority Waterbodies List”. In the left column, select “Search” and enter the address or project location. Click the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and description. To access the WI/PWL assessment for that waterbody, click the “Fact Sheet” link in the box.

WASTEWATER TREATMENT IMPROVEMENT SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Project Readiness or Experience and Ability will not be funded.***				
Performance Measures *38 to 5 points possible*	**38 POINTS:** Wastewater effluent disinfection projects for facilities that currently do not disinfect their effluent and are designed to meet requirements in a finalized Order on Consent schedule of compliance **or** a finalized schedule of compliance associated with the facility's SPDES permit **or** who have been notified in a letter from DEC that their treatment system requires an upgrade to add effluent disinfection	**30 POINTS:** Wastewater treatment projects that are designed to meet requirements in a finalized Order on Consent schedule of compliance or a finalized schedule of compliance associated with the facility's SPDES permit **AND** one of the following: CSO projects that are under a Long-term Control Plan (LTCP) **OR** SSO projects that are for an SSO included in a capacity, management, operation and maintenance (CMOM) program, a DEC-approved sanitary sewer evaluation survey plan or listed in an Order on Consent **OR** Watershed plan implementation projects that reduce a nutrient pollutant(s) of concern identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) and are necessary to meet the effluent limits in the SPDES permit	**20 POINTS:** CSO projects that are under an LTCP **OR** SSO projects that are for an SSO included in a CMOM program, a DEC-approved sanitary sewer evaluation survey plan, or listed in an Order on Consent **OR** Watershed plan implementation projects that reduce a nutrient pollutant(s) of concern identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan and is necessary to meet the effluent limits in the SPDES permit **OR** Municipal systems to serve multiple properties with inadequate on-site septic systems that will reduce nutrients or fecal indicator bacteria documented in the WI/PWL segment factsheet as causing the waterbody's best use(s) to be assessed as "impaired" or "precluded"; **or** that are listed in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan); **or** have a completed sanitary survey conducted and/or approved by the Department of Health **OR** Projects to reduce and/or eliminate nitrogen impairments in shellfishing waters	**10 POINTS:** Projects that reduce the discharge of a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as "impaired" or "precluded" **OR** Projects that are located in the HUC 12 watershed of Class A or AA waterbodies with active public water supplies, that reduce the discharge of a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use of source of water supply to be assessed as "stressed" or "threatened" **OR** Projects that are in a schedule of compliance for an Order on Consent or SPDES permit but are not a WQIP high priority project **OR** Projects that will reduce CSOs but are not specifically listed in the applicable LTCP	**5 POINTS:** Projects that reduce the discharge of a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as "stressed" or "threatened" **OR** Projects that reduce the discharge of a pollutant identified as impacting a waterbody located in the HUC 12 watershed of waterbodies classified as Class A or Class AA without an active public water system **OR** Projects that will not reduce the discharge of a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as impaired **OR** Projects that are necessary to preserve or protect a surface waterbody not listed in the WI/PWL

Classification Points Factor *5 to 2 points possible*	**5 POINTS:** AA, A, A-special, AA-special, A(T), A(TS), B, B(T), B(TS), SB, C(T), C(TS), GA (primary water supply aquifer)				**2 POINTS:** C, SC, I, D, SD, GSA, GSB
Environmental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Projects that improve water quality in an EJ area, or positively impact drinking water quality serving an EJ community				**0 POINTS:** Projects that do not improve water quality in an EJ area, nor positively impact drinking water quality serving an EJ community
Reasonable-ness of Cost[9] *20 to 0 points possible*	**20 POINTS:** Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project. WQIP budget includes no ineligible activities.	**15 POINTS:** Cost is good as it applies to both achieving the project objectives and being a fiscally sound project.	**10 POINTS:** Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project.	**5 POINTS:** Costs are not clearly explained in application and budget.	**0 POINTS:** Costs are not reasonable for this type of project.
Project Readiness *10 to 0 points possible*	**10 POINTS:** Project has all necessary permits (or does not need permits) and engineering report is approved/accepted. SEQR is completed. The project is ready to move forward with construction.	**5 POINTS:** Project is not ready to proceed with construction but has some of the necessary approvals and is expected to begin construction within two years.	**2 POINTS:** Project is expected to be completed within five years.	**0 POINTS:** Project has none of the necessary approvals and is not expected to be completed within five years. ***Applications that fall into this category will not be funded.***	
Experience and Ability *5 to 0 points possible*	**5 POINTS:** Applicant has shown the ability to complete state-funded wastewater treatment projects in the past 10 years in a timely manner **OR** Applicant has sufficiently shown its ability to complete this wastewater project.	**3 POINTS:** Applicant has shown the ability to complete a state-funded water quality project that was not related to wastewater treatment in the past 10 years in a timely manner **OR** Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the project	**0 POINTS:** Applicant has demonstrated poor management of WQIP and/or EPG contract(s) in the past 10 years **OR** Applicant has not been awarded a WQIP or EPG grant in the past 10 years and does not appear to have the experience and ability to carry out the project. ***Applications that fall into this category will not be funded.***		
Total Maximum Points	***85 points***				

[9] Also to be considered: If the applicant is a Climate Smart Community and has completed one or more of the following actions: PE10 Action: Green House Gas Tracking System; PE3 Action: Energy Benchmarking for Government Buildings; PE7 Action: Climate Vulnerability Assessment; and/or PE7 Action: Watershed Assessment; and if the project is within a 100-year floodplain, the engineering report addresses storm and flood resiliency.

NON-AGRICULTURAL NONPOINT SOURCE ABATEMENT AND CONTROL

ELIGIBLE APPLICANTS

- Municipalities[10]
- Soil and water conservation districts (excluding Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems project subtype)

DESCRIPTION

Funding is available for non-agricultural nonpoint source projects or programs[11] that improve a documented water quality impairment, or that protect a drinking water source.

REQUIREMENTS FOR ALL NONPOINT SOURCE APPLICATIONS:

Required Attachments:

- Completed WQIP budget worksheet[12]
- Completed and signed Sexual Harassment Prevention Certification Form[13]
- Map with the project or program area clearly identified. Map must be a minimum of 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated (except for Stormwater Retrofits, In-Waterbody Controls for Nutrients, Bathing Beach Restoration, Vacuum Trucks in MS4 Areas, Road Ditch Stabilization Program, Septic Tank Pumpout Program, and Rain Garden/Rain Barrel Program)
- See special requirements column in below table for required attachments for specific project subtypes.
- In addition to required attachments, all applicants **should** attach any site assessments, permits, feasibility studies, landowner agreements or other documentation that demonstrates the likelihood of project success and/or feasibility.

[10] For the purposes of Non-agricultural Nonpoint Source Abatement and Control projects and programs under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof. (Environmental Conservation Law §56-0101)

[11] A Nonpoint Source Program consists of multiple projects or locations that impact multiple waterbody segments. See the Nonpoint Source Program description on page 24 for more information.

[12] WQIP Budget Worksheet: http://www.dec.ny.gov/pubs/4774.html

[13] Sexual Harassment Prevention Certification Form: http://www.dec.ny.gov/pubs/4774.html

PROJECT SUBTYPES AND REQUIREMENTS

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems	Projects to construct a municipally owned decentralized wastewater treatment facility in areas with failing on-site treatment systems, including the necessary collection and conveyance system	$4,000,000	25% of award amount	**Must** consist of a subsurface treatment and disposal system. Collection and conveyance system **may** consist of septic tank effluent pump or gravity, grinder pump or gravity sewer. Projects **must** be designed by a professional engineer. If awarded, a sewer district **must** be formed within two years of date of award. No funding will be disbursed until sewer district is formed. **Required** attachment: • Feasibility study that follows the NYS Environmental Facilities Corporation/DEC Engineering Report Outline for New York State Wastewater Infrastructure Projects[14]. • Best Management Practice Detail Form[15]

[14] Engineering Report Outline for NYS Wastewater Infrastructure Projects: https://efc.ny.gov/forms-tools
[15] Best Management Practice Detail Form: http://www.dec.ny.gov/pubs/4774.html

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Green Infrastructure Practices	Green infrastructure projects to address combined sewer overflows, reduce a pollutant impacting a waterbody or address a regional water quality issue; or projects to install green infrastructure practices designed to capture and remove the pollutant contributing to a water quality impairment.	$2,000,000	25% of award amount	Eligible practices **are limited to**: • Bioretention • Rain gardens • Constructed wetlands • Porous pavement • Green roofs • Downspout disconnection • Stormwater street trees • Stormwater harvesting and reuse • Stream daylighting **Must** be designed in accordance with the *2015 NYS Stormwater Design Manual*. **Must** go above and beyond water quality volume treatment and/or reduction requirements in SPDES Construction General Permit. **Required** attachments: • Feasibility study that meets WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements[16] • Policies and procedures for maintaining BMPs[17]. • Best Management Practice Detail Form[15].

[16] Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements: http://www.dec.ny.gov/pubs/4774.html

[17] Suggested procedures for operation and maintenance are included in the NYS Maintenance Guidance: Stormwater Management Practices, March 31, 2017: https://www.dec.ny.gov/chemical/8694.html.

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Stormwater Retrofits	Stormwater retrofit projects designed to capture and remove pollutants causing a water quality impairment.	$1,000,000	25% of award amount	Eligible practices **limited to** those identified in Chapters 5 & 6 of the *NYS Stormwater Design Manual*[18]*.* **Must** be designed in accordance with the current *NYS Stormwater Design Manual*. **Required** attachments: • Feasibility study that meets WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements[16] • Policies and procedures for maintaining BMPs[17] • Best Management Practice Detail Form[15]
Streambank / Shoreline Stabilization and Riparian Buffers	Projects to reduce sedimentation of waterbodies caused by eroding streambanks / shorelines and/or to filter surface runoff with riparian buffer vegetation.	$1,000,000	25% of award amount	Streambank/shoreline stabilization practices include, but are not limited to staking, erosion control matting, root wads and rip-rap (rip-rap **may only** be used in conjunction with natural restoration principles that incorporate vegetative materials). Streambank/shoreline stabilization projects paired with replanting of riparian buffers are preferred. Riparian buffer projects are to replant vegetation within the riparian zone of waterbodies to filter nutrients and sediment, prevent streambank/shoreline erosion and reduce thermal impacts to waterbodies. Proposals to stabilize streambanks/shorelines of two or more WI/PWL segments should apply under the Nonpoint Source Program subtype described below. **Required** attachments: • Best Management Practice Detail Form[15]

[18] NYS Stormwater Design Manual: https://www.dec.ny.gov/chemical/29072.html

Project Subtypes	Description	Maximum award	Required match	Special Requirements
In-Waterbody Controls for Nutrients	Projects that reduce internal loading of nutrients (mainly phosphorus) within waterbodies experiencing internal nutrient cycling leading to excessive algae and plant growth, low water quality, and other water quality impairments.	$1,000,000	25% of award amount	Eligible practices **are limited to**: • Hypolimnetic aeration • Destratification systems for polymictic lakes • Hypolimnetic withdrawal • Dredging **Must** secure appropriate permits prior to submitting application. **Required** attachments: • Documentation[19] of projects that are completed or underway to control external sources of nutrients that meets Minimum Documentation Requirements for Control of External Sources of Nutrients Projects[20]) • A study acceptable to DEC by a qualified professional[21] that identifies significant internal waterbody loading and justification for use of the BMP. For destratification systems, the study **must** identify the waterbody as a polymictic lake. • For hypolimnetic aeration, destratification systems and hypolimnetic withdrawal, **must attach** a plan for long-term operation and maintenance. • Best Management Practice Detail Form[15]

[19] DEC will evaluate documentation provided to determine if external nonpoint sources (landside) have been sufficiently controlled. DEC reserves the right to only fund in-waterbody control practices that meet this criterion.

[20] Minimum Documentation Requirements for Control of External Sources of Nutrients Projects: http://www.dec.ny.gov/pubs/4774.html

[21] A qualified professional for this study is a professional engineer, certified lake manager, master's degree in limnology or related field, bachelor's degree in limnology or related field with 2 years of relevant experience.

Project Subtypes	Description	Maximum award	Required match	Special Requirements

Bathing Beach Restoration	Projects to implement practices recommended in beach restoration green infrastructure reports or beach sanitary survey	$1,000,000	25% of award amount	Eligible practices **are limited to**:
				• The following green infrastructure practices:
				  ○ Bio-infiltration/Bioretention
				  ○ Porous pavement
				  ○ Rain gardens
				  ○ Stormwater tree trenches
				  ○ Constructed wetlands
				• The following beach re-naturalization practices:
				  ○ Beach sand enrichment/ nourishment
				  ○ Beach sloping/grading
				Required attachments:
				• Completed beach sanitary survey for swimming beaches[22]
				• For green infrastructure practices: Feasibility Study that meets WQIP Green Infrastructure or Stormwater Retrofit Feasibility Study Requirements[16]
				• Best Management Practice Detail Form[15]

[22] Beach Sanitary Survey Requirements: https://www.dec.ny.gov/pubs/4774.html

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Stream Culvert Repair and Replacement	Projects to reduce erosion caused by failing or inadequately sized stream culverts through culvert repair or replacement	$500,000	25% of award amount	The primary purpose of the project **must** be to reduce erosion caused by failing or inadequately sized culverts in streams, as documented by: • photographs (must show erosion on the upstream side of the culvert); or • a DEC-accepted culvert site assessment report Proposals to repair or replace culverts impacting two or more WI/PWL segments should apply under the Nonpoint Source Program subtype (below). Projects that also improve aquatic organism connectivity, reduce flooding and protect infrastructure will receive additional points. However, projects that are for the primary goal of improving aquatic organism passage should apply under the **Aquatic Connectivity Restoration** project type. **Required** attachment: • Best Management Practice Detail Form[15] • Photographs demonstrating erosion on the upstream side of the stream culvert caused by failing or inadequately sized stream culverts AND/OR a DEC-approved site assessment report that documents erosion from failing or inadequately sized culverts that will be replaced by this project

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Vacuum Trucks in MS4 Areas	Projects to purchase one vacuum truck to be used in an MS4 area	$500,000	25% of award amount	Applicant **must** have completed all Basic Elements Map items (view MS4 Mapping Status Worksheet[23]) by the date of application submittal. Applicants **must** participate in an area-wide municipal cooperative stormwater group if one exists. If one does not exist, the application **must** document the steps that are being taken to develop a group, which must be formed prior to receiving a grant award. In the rare case where a coalition does not exist nor will be established, the application **must** justify the reasons in the application. Funding will be considered for proposals submitted on behalf of multiple regulated MS4s. Only the lead applicant needs to register in the NYS Grants Gateway. Projects being undertaken by multiple regulated MS4s in the same county or urbanized area will receive additional points. A list of the cooperating MS4s **must** be provided in the application. **Required** attachments: • Letters of support from regulated MS4 entities participating in and/or benefiting from this project • Mapping Status Table worksheet(s) for each MS4 participating or benefitting directly from proposed project. • Catch basin clean-out plan and procedures that meet Catch Basin Clean-Out Plan Minimum Requirements[24]

[23] MS4 Mapping Status Worksheet: http://www.dec.ny.gov/pubs/4774.html
[24] Catch Basin Clean-Out Plan Minimum Requirements: http://www.dec.ny.gov/pubs/4774.html

Project Subtypes	Description	Maximum award	Required match	Special Requirements
Nonpoint Source Program	Programs to implement particular nonpoint source BMPs within a defined geographic area. Geographic areas include, but are not limited to: counties, watersheds, municipalities, or sanitary sewer overflow (SSO) areas.	$1,000,000	25% of award amount	Eligible programs are limited to **one** of the following types of BMPs per application: • Streambank stabilization and riparian buffers • Stream culvert repair and/or replacement • Road ditch stabilization (including hydroseeding[25]) • Septic tank pump-out • Rain garden/rain barrel program for SSO areas (must be for an SSO in a capacity, management, operation and maintenance (CMOM) program, a DEC-approved sanitary sewer evaluation survey plan, or Order on Consent) Stream culvert repair, road ditch and streambank/shoreline stabilization programs **must** implement projects to improve two or more WI/PWL segments to be considered under this program category and **must** identify all project locations at time of application. For rain garden/rain barrel programs, project locations or geographic areas in which programs will be implemented **must** be identified at time of application Stream culvert repair and replacement programs **must** address erosion caused by failing or inadequately sized culverts as documented in attached: • photographs (must show erosion on upstream side of culverts); or • a DEC-accepted culvert site assessment report.

[25]WQIP does not fund hydroseeding at SPDES General Permit for Stormwater Discharges from Construction Activity sites, or for purposes other than stormwater/runoff reduction (e.g., ball fields).

ELIGIBLE COSTS

- Equipment
- Equipment operating expenses
- Contractual services
- Construction
- Construction inspection
- Salary and fringe
- Travel
- Planning, design, administrative[26] and construction oversight costs (total may not exceed 20% of award amount)

INELIGIBLE COSTS/ACTIVITES/APPLICATIONS

- Land purchases
- Indirect costs (e.g., space/property rent, utilities, office supplies)
- Legal fees
- Costs incurred outside the start and end date of the contract (no earlier than May 2, 2022)
- Applications that do not include required attachments with application
- Projects that do not address a water quality impairment or protect a drinking water source
- Pre- and post-construction monitoring and sampling
- Aquatic vegetation harvesting projects or programs
- Algaecides
- Water circulators, bubblers or other equipment designed to move water
- Culvert replacement projects/programs that do not address erosion issues
- Culvert replacement projects for the primary purpose of improving aquatic organism passage (should apply under the Aquatic Connectivity Restoration category of WQIP)
- Hydroseeding on permitted construction sites

[26]The following are examples of **eligible administrative costs**: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project. The following are examples of **ineligible administrative costs**: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents need to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project

RESOURCES

- Nonpoint Source Guidance and Technical Assistance: https://www.dec.ny.gov/chemical/96777.html
- Information on preferred, nature-based methods of shoreline stabilization: http://www.dec.ny.gov/permits/50534.html.
- DECinfo Locator[27] (most up to date source of WI/PWL segment fact sheets): http://www.dec.ny.gov/pubs/109457.html
- HUC 12 watershed map: https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8
- Pollutant Source Prioritization Table: http://www.dec.ny.gov/pubs/4774.html
- EPA Guidance for Sanitary Surveys: https://www.epa.gov/dwreginfo/sanitary-survey-guidance-manuals
- NYS Stormwater Design Manual: https://www.dec.ny.gov/chemical/29072.html
- North Atlantic Aquatic Connectivity Project (NAACC): https://streamcontinuity.org/naacc
- Maps of EJ areas in New York State: http://www.dec.ny.gov/public/911.html

CONTACT

NYS Department of Environmental Conservation, Division of Water

- Decentralized Wastewater Treatment Facilities for Failing On-Site Treatment Systems—Don Canestrari, (518) 402-8138
- Green Infrastructure Practices—Ryan Waldron, (518) 402-8244
- Stormwater Retrofits—Ethan Sullivan, (518) 402-1382
- Streambank/Shoreline Stabilization & Riparian Buffers— Julie Berlinski, (518) 402-8212
- In-Waterbody Controls for Nutrients— Matthew Kraft, (518) 402-8260
- Bathing Beach Restoration—Lauren Townley, (518) 402-8283
- Stream Culvert Repair and Replacement—Julie Berlinski, (518) 402-8212
- Vacuum Truck in MS4 Area—Christina Chiappetta, (518) 402-1224
- Nonpoint Source Programs—Julie Berlinski, (518) 402-8212

[27] For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody the project will impact. To find the closest WI/PWL segment fact sheet, visit the DECinfo Locator at https://gisservices.dec.ny.gov/gis/dil/. In the left column of the map, click “DEC Information Layers”>” Environmental Quality”>”Environmental Monitoring” and check the box for “Waterbody Inventory/Priority Waterbodies List”. In the left column, select “Search” and enter the address or project location. Click the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and description. To access the WI/PWL assessment for that waterbody, click the “Fact Sheet” link in the box.

NONPOINT SOURCE PROJECT SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Reasonableness of Cost, Project Readiness, or Experience and Ability will not be funded.***			
Vision *40 to 1 point(s) possible*	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total project score, only the combined Vision points.			
Performance Measures *10 to 2 point(s) possible (as part of Vision score)*	**10 POINTS:** Projects that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table[28] **AND** benefit an active public drinking water supply **OR** Green infrastructure projects specifically listed in a Long Term Control Plan (LTCP) that reduce stormwater flow to a combined sewer system **OR** Stormwater retrofit projects required by an MS4 permit **OR** Beach restoration projects that are specifically listed as a priority in a DEC-approved beach restoration report	**8 POINTS:** Projects that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **OR** Projects located in the HUC 12 watershed of a Waterbody Inventory/Priority Waterbodies List (WI/PWL) segment that will reduce a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as "impaired" or "precluded" **OR** Projects that support multiple actions in a DEC Watershed Action Agenda or DEC-approved plan or report (i.e., Resilient New York Flood Mitigation Report, Drinking Water Source Protection Program Plan (DWSP2)[29] that reduce nonpoint source pollution **OR** Beach restoration projects that are for a type of project that is the focus of a beach restoration report funded independently or based on a sanitary survey for swimming beaches **OR** Stormwater retrofit projects in an MS4 area	**6 POINTS:** Projects that address a secondary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table[21] **OR** Projects located in the HUC 12 watershed of a WI/PWL segment that will reduce a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as "stressed" or "threatened" **OR** Projects that support an action or priority identified in a DEC Watershed Action Agenda or DEC-approved plan or report (i.e., Resilient New York Flood Mitigation Report, DWSP2[29]) that reduce nonpoint source pollution **OR** Decentralized municipal wastewater treatment facilities for failing on-site treatment systems where the need for the project has been documented in a completed sanitary survey conducted and/or approved by the Department of Health	**2 POINTS:** Projects located in the HUC 12 watershed of a WI/PWL segment where best use(s) are unassessed **OR** waterbody is not included on the WI/PWL

[28] Pollutant Source Prioritization Table: http://www.dec.ny.gov/pubs/4774.html
[29] Applicants can contact DEC at source.water@dec.ny.gov for information about which municipalities have a complete DWSP2 plan.

Impact Factor *4 to 1 point(s) possible (as part of Vision score)*	*Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Systems projects*	**4 POINTS:** Project addresses a primary pollution source in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table[28] **OR** Project has a DEC-approved Nonpoint Source Planning Grant report.	**3 POINTS:** Project will reduce nutrients or fecal indicator bacteria documented in the WI/PWL segment factsheet as causing the waterbody's best use(s) to be assessed as "impaired" or "precluded" **AND** the proposed project serves properties located directly on the waterbody segment **OR** Project addresses a secondary pollution source in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table[22]	**2 POINTS:** Project will reduce nutrients or fecal indicator bacteria documented in the WI/PWL segment factsheet as causing the waterbody's best use(s) to be assessed as "stressed" or "threatened **AND** the proposed project serves properties located directly on the waterbody segment	**1 POINT:** Project will impact a WI/PWL segment where best uses are assessed as "unassessed" **OR** Waterbody is not included on the WI/PWL
	Green Infrastructure Practice	Total water quality volume (WQv)[30] treated or reduced 7,500 cubic feet (ft^3) or more **OR** Project has a DEC-approved Nonpoint Source Planning Grant report.	Total WQv treated or reduced 5,000 to 7,499 ft^3	Total WQv treated or reduced 2,500 to 4,999 ft^3	Total WQv treated or reduced 2,499 ft^3 or less

[30] To calculate the water quality volume, refer to Table 4.1 on page 4-1 of the 2015 New York State Stormwater Management Design Manual or use the NYSDEC Runoff Reduction Worksheets. Both resources can be found at https://www.dec.ny.gov/chemical/8694.html.

	Stormwater Retrofits	Project is in an MS4 area **AND** addresses a primary or secondary pollution source in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **OR** Project has a DEC-approved Nonpoint Source Planning Grant report.	Project is in an MS4 area **AND** will reduce pollutant(s) listed in the WI/PWL segment fact sheet where best use(s) are assessed as "impaired "or "precluded"	Project is in an MS4 area **AND** will reduce pollutant(s) listed in the WI/PWL segment fact sheet where best use(s) are assessed as "stressed" or "threatened" **OR** Project is in a non-MS4 area **AND** will reduce pollutant(s) listed in the WI/PWL segment fact sheet where best uses are assessed as "impaired" or "precluded"	Project is in a non-MS4 area **AND** will impact a WI/PWL segment where best use(s) are assessed as "stressed", "threatened", or "unassessed" **OR** Waterbody is not included on the WI/PWL
	Streambank / Shoreline Stabilization and Riparian Buffers	Project implements streambank/shoreline stabilization **AND** riparian buffers **AND** addresses a primary or secondary pollution source in a DEC- approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **OR** Project has a DEC-approved Nonpoint Source Planning Grant report	Project implements streambank/shoreline stabilization **AND** addresses a primary or secondary pollution source in a DEC- approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table.	Project implements streambank/shoreline stabilization **AND** will reduce pollutant(s) listed in the WI/PWL segment fact sheet where bests use(s) are assessed as "precluded" or "impaired"	Project implements streambank/shoreline stabilization **AND** will reduce pollutant(s) listed in the WI/PWL segment fact sheet where bests use(s) are assessed as "stressed", "threatened" or where best use(s) are unassessed **OR** Waterbody is not included on the WI/PWL

Impact Factor continued	*In-Waterbody Controls for Nutrients*	Project where internal loading has been identified as the primary source of pollution in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **OR** Project has a DEC-approved Nonpoint Source Planning Grant report	Project is identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) where internal loading was identified as a secondary source of pollution as listed in DEC's Pollutant Source Prioritization Table	Project will reduce pollutant(s) listed in the WI/PWL segment fact sheet where best use(s) are assessed as "impaired"	Project will impact a WI/PWL segment where best use(s) are "stressed", "threatened", or "unassessed" **OR** Waterbody is not included in the WI/PWL
	Bathing Beach Restoration	Project combines two or more practices (e.g., porous pavement, rain gardens and bioswale) to reduce/restore waterbody (such that the water quality benefit is greater than any one practice alone) **AND** the proposed project is located on the beach or within the beach/park property **OR** Project has a DEC-approved Nonpoint Source Planning Grant report	Project combines two or more practices (e.g., porous pavement, rain garden and bioswale) to reduce/restore waterbody (such that the water quality benefit is greater than any one practice alone) **AND** the proposed project is located on a tributary adjacent to the beach that has been identified as a source of pollution	Project with one practice to reduce/restore waterbody **AND** the proposed project is on a tributary adjacent to the beach that has been identified as a source of pollution	Project with one practice to reduce/restore waterbody **AND** the proposed project is located within the HUC 12 watershed of that waterbody

Impact Factor continued	*Stream Culvert Repair and Replacement*	Project where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks **AND** that will help protect high risk or critical infrastructure[31] **AND** that would improve NAACC score[32] by at least one level **OR** Project has a DEC-approved Nonpoint Source Planning Grant report	Project where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks **AND** that would improve NAACC score by at least one level	Project where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks **AND** that will help protect high risk or critical infrastructure	Project where undersized, improperly placed, or failing stream culverts have caused erosion of stream bed and/or banks **AND** improvement of NAACC score is unlikely or does not have a NAACC score
	Vacuum Trucks in MS4 Areas	Applicant has completed Basic and Intermediate Elements Map items **AND** has demonstrated support from all collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this mapping project or project is on behalf of a single municipality with needs specific to the scope of this project **OR** is neither located in an area with other cooperating regulated MS4 entities nor are shared services available (must specify this in application)	Applicant has completed Basic Elements Map items **AND** has demonstrated support from all collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this mapping project or project is on behalf of a single municipality with needs specific to the scope of this project **OR** is neither located in an area with other cooperating regulated MS4 entities nor are shared services available (must specify this in application)	Applicant has completed Basic Elements Map items **AND** has demonstrated support from 50% or more of collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this project	Applicant has completed Basic Elements Map items **AND** has demonstrated support from less than 50% of collaborating regulated MS4 entities that will benefit directly or indirectly from the completion of this project

[31] Infrastructure is located on the primary ingress and/or egress from a community or a significant portion of a community that serves a substantial number of residents and/or businesses; or is located on a designated emergency evacuation route.

[32] NAACC score refers to the North Atlantic Aquatic Connectivity Collaborative's Aquatic Passability Score which uses a numeric scale from 0.0 to 1.0 with six associated levels from "severe barrier" to "no barrier." Culvert repair or replacement must raise the passability score such that the associated descriptor level will change/improve. Where scoring is unavailable, professional judgement will be used to categorize the passability of each structure.

Waterbody Assessment (for all projects EXCEPT Green Infrastructure Practice/ Stormwater Retrofits project subtypes) *5 to 0 points possible*	*Waterbody Classification*	**2 POINTS:** AA, A, A-special, AA-special, A(T), A(TS), B, B(T), B(TS), SB, C(T), C(TS), GA (primary water supply aquifer) or has a watershed plan	**1 POINT:** C, SC, I, D, SD, GSA, GSB		
	Type of Pollutant (must be a nonpoint source pollutant)	**3 POINTS:** Confirmed	**2 POINTS:** Unconfirmed	**0 POINTS:** Unassessed or Waterbody not included in the WI/PWL	
Waterbody Assessment (for Green Infrastructure Practice/ Stormwater Retrofits project subtypes) *5 to 0 point(s) possible*	*Type of Pollutant* (must be a pollutant traditionally identified with CSO discharges)	**5 POINTS:** Confirmed	**3 POINTS:** Unconfirmed	**0 POINTS:** Unassessed or Waterbody not included in the WI/PWL	
Environ-mental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Projects that improve water quality in an EJ area or positively impact drinking water quality serving an EJ community		**0 POINTS:** Projects that do not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community		
Reasonable-ness of Cost *20 to 0 points possible*	**20 POINTS:** Budget clearly details and justifies only eligible costs related to implementation of a non-agricultural nonpoint source project **AND** Project costs provide an exceptional value as it applies to achieving pollutant reduction.	**10 POINTS:** Budget is missing some detail and/or justification of costs and/or includes ineligible costs **OR** Project costs provide a good value as it applies to achieving pollutant reduction.	**5 POINTS:** Budget is missing some detail and/or justification of costs and/or includes ineligible costs **AND** Project costs provide a good value as it applies to achieving pollutant reduction.	**0 POINTS:** Budget is not completed and/or costs are not justified **AND/OR** Project costs do not provide a good value as it applies to achieving pollutant reduction ***Applications that fall into this category will not be funded.***	
Project Readiness *8 to 0 points possible*	**8 POINTS:** Project has all necessary permits (or does not need permits) and approvals **AND** the project is ready to move forward with construction.	**5 POINTS:** Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay.	**2 POINTS:** Project has not secured any of the necessary approvals but is expected to be completed within five years.	**0 POINTS:** Project has none of the necessary approvals and is not expected to be completed within 5 years. ***Applications that fall into this category will not be funded.***	

Experience and Ability *5 to 0 points possible*	**5 POINTS:** Applicant has shown the ability to complete state-funded non-agricultural nonpoint source projects in the past 10 years in a timely manner **OR** Applicant has sufficiently shown its ability to complete this non-agricultural nonpoint source project based upon experience with similar non-agricultural nonpoint source projects.	**3 POINTS:** Applicant has shown the ability to complete a state funded water quality project that was not related to non-agricultural nonpoint source treatment in the past 10 years in a timely manner **OR** Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the project	**0 POINTS:** Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years **OR** Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the project. ***Applications that fall into this category will not be funded.***
Total Maximum Points	***85***		

NONPOINT SOURCE PROGRAM SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Reasonableness of Cost, Project Readiness, or Experience and Ability will not be funded.***				
Vision *40 to 1 point(s) possible*	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total project score, only the combined Vision points.				
Performance Measures (Programs) *10 to 1 point(s) possible (as part of Vision score)*	**10 POINTS:** Programs that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **AND** impact an active public drinking water supply	**8 POINTS:** Programs that address a primary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **OR** Programs where work will be completed in the watershed of a WI/PWL segment that will reduce a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as "impaired" or "precluded"	**6 POINTS:** Programs that address a secondary pollution source identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan) as listed in DEC's Pollutant Source Prioritization Table **OR** Programs where work will be completed in the watershed of a WI/PWL segment that will reduce a pollutant documented in the WI/PWL segment factsheet as the pollutant causing the waterbody's best use(s) to be assessed as "stressed" or "threatened"	**4 POINTS:** Programs where work will be completed in the watershed of a WI/PWL segment that is "unassessed"	**1 POINT:** Programs where work will be completed in the watershed of a waterbody not included in the WI/PWL
Impact Factor *4 to 1 point(s) possible (as part of Vision score)*	**4 POINTS:** Program will be implemented in the watershed of a waterbody with a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or HABs Action Plan) **AND** implements a practice recommended in the implementation section of that document **OR** Program will implement projects identified in a DEC-approved plan (i.e., Resilient New York Flood Mitigation Report, Drinking Water Source Protection Program Plan (DWSP2)[33] that address nonpoint source pollution	**3 POINTS:** Program addresses pollutant impacts to at least two WI/PWL segments identified as "impaired" or "precluded" in the WI/PWL segment fact sheet **OR** Program addresses aquatic habitat connectivity and/or flood resiliency in addition to nonpoint source pollution	**2 POINTS:** Program addresses pollutant impacts to at least one WI/PWL segment identified as "impaired" or "precluded" in the WI/PWL segment fact sheet **AND** at least one WI/PWL segment identified as "stressed" or "threatened" in the WI/PWL segment fact sheet **OR** At least two WI/PWL segments identified as "stressed" or "threatened" in the WI/PWL segment fact sheet	**1 POINT:** Program will address pollutant impacts to at least one WI/PWL segment identified as "stressed" or "threatened" in the WI/PWL segment fact sheet **AND** at least one WI/PWL segment identified as unassessed in the WI/PWL segment fact sheet **OR** At least two WI/PWL segments identified as unassessed in the WI/PWL segment fact sheet

[33] Applicants can contact DEC at source.water@dec.ny.gov for information about which municipalities have a complete DWSP2 plan.

Program Scale *5 to 1 points possible*	**5 POINTS:** Programs that will be implemented at a watershed scale (HUC 12 or greater)	**3 POINTS:** Programs that will be implemented at a county scale		**1 POINTS:** Programs that will be implemented at the municipal scale
Environ-mental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Programs that improve water quality in an EJ area or positively impact drinking water quality serving an EJ community		**0 POINTS:** Programs that do not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community	
Reasonable-ness of Cost *20 to 0 points possible*	**20 POINTS:** Budget clearly details and justifies only eligible costs related to implementation of a non-agricultural nonpoint source program **AND** Program costs provide a good value as it applies to achieving pollutant reduction	**15 POINTS:** Budget is missing some detail and/or justification of costs and/or includes ineligible costs **OR** Program costs provide a good value as it applies to achieving pollutant reduction.		**0 POINTS:** Budget is not completed and/or costs are not justified **AND** Program costs do not provide a good value as it applies to achieving pollutant reduction ***Applications that fall into this category will not be funded***
Program Readiness *8 to 0 points possible*	**8 POINTS:** Program has all necessary permits (or does not need permits) and approvals. Program is ready to move forward with construction	**5 POINTS:** Program is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay	**2 POINTS:** Program has not secured any of the necessary approvals but is expected to be completed within five years	**0 POINTS:** Program has none of the necessary approvals and is not expected to be completed within 5 years ***Applications that fall into this category will not be funded***
Experience and Ability *5 to 0 points possible*	**5 POINTS:** Applicant has shown the ability to complete state-funded non-agricultural nonpoint source projects or programs in the past 10 years in a timely manner **OR** Applicant has sufficiently shown its ability to complete this non-agricultural nonpoint source program based upon experience with similar non-agricultural nonpoint source projects or programs	**3 POINTS:** Applicant has shown the ability to complete a state funded water quality project or program that was not related to non-agricultural nonpoint source in the past 10 years in a timely manner **OR** Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the program		**0 POINTS:** Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years **OR** Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the program. ***Applications that fall into this category will not be funded.***
Total Maximum Points	***85***			

LAND ACQUISITION FOR SOURCE WATER PROTECTION

ELIGIBLE APPLICANTS

- Municipalities[34]
- Soil and water conservation districts
- Not-for-profit corporations[35]

DESCRIPTION

Funding is available to purchase land, including associated transactional, riparian buffer, or groundwater recharge area restoration costs for the purpose of protecting public surface or groundwater drinking water supplies.

REQUIREMENTS AND ADDITIONAL INFORMATION FOR ALL LAND ACQUISITION APPLICATIONS

- Before starting an application, applicants are strongly encouraged to investigate steps that must be taken and state and local approvals that are needed to start a project of this type (permits, easements, etc.). Applicants who have questions about what is needed for their project are encouraged to call the contact below.
- **Only** active public water supplies[36] as defined by the New York State Department of Health (NYSDOH) are eligible[37].
- **Only** land acquisition projects or programs associated with established and active public water supplies are eligible.
- Land Acquisition projects must drain to the surface water source that is identified as the public water supply.
- Monitoring and enforcement of properties or easements obtained through this grant may be performed by a subcontractor. To ensure all current and future uses are consistent with the public purposes set forth in ECL § 15-3303[38], monitoring and enforcement protocol and the associated property is subject to inspection.

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[34] For the purposes of Land Acquisition for Source Water Protection under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof (Environmental Conservation Law §56-0101) .

[35]"Not-for-profit corporation" means a corporation formed pursuant to the not-for-profit corporation law and qualified for tax-exempt status under the federal internal revenue code (Environmental Conservation Law, Article 56-0101 (16))

[36] NYSDOH defines a public drinking water supply as "any system with at least 5 service connections or that regularly serves an average of at least 25 people daily for at least 60 days out of the year".

[37] Applicants may contact their local county health departments to verify active public drinking water supplies. Contact information can be found by visiting: https://www.health.ny.gov/contact/contact_information/

[38] Public purpose as set forth in ECL § 15-3303. See https://www.nysenate.gov/legislation/laws/ENV/15-3303.

- Agricultural Environmental Management (AEM)[39] Tier 2 assessment or Tier 3 plan may be required **post award** for acquisitions that currently, or in the future, have agricultural uses and activities. AEM plans may be developed, reviewed, and monitored by a qualified subcontractor.
- Parcels acquired prior to an executed contract are not guaranteed reimbursement.
- Donated parcels or parcels to be used as match are subject to the terms of the grant and applicable land acquisition document requirements.
- Parcels previously acquired with WQIP grant funds cannot be used as match.
- For both projects and programs targeting protection of surface waterbodies, parcels adjacent to waterbodies used as a water supply, parcels containing or adjacent to a wetland, or adjacent to tributaries draining to a water supply **must** contain an existing riparian buffer OR restore a riparian buffer. Both existing and restored riparian buffers **must** meet the requirements listed below. Only restoration activities performed on properties or easements acquired through this grant opportunity are eligible for funding.
- Riparian Buffer Requirements (Projects or programs):
    - Riparian buffers **must** have a minimum width of 300 feet if they are adjacent to tributaries, reservoirs, or wetlands.
    - Riparian buffers **must** be revegetated using only native trees, shrubs, or grasses appropriate for the site conditions. Replacement of dead trees or shrubs must be continued until the buffer is, or will progress to, a fully functional condition.
    - For newly created or restored buffers, the applicant **must** develop and implement a maintenance plan during the buffer establishment period, defined as 3-5 years after planting of vegetation.
    - Streambanks **must** be stable prior to creation or restoration of riparian buffers. “Soft” streambank stabilization practices including, but not limited to, live staking, contour wattling, erosion control matting, and root wads, are eligible for funding as part of a buffer project. Hard armoring of streambanks, including stone rip rap, is **not** eligible for funding under this category.
    - Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the riparian buffer or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined riparian buffer area.
    - Field drains through the riparian buffer are **not** allowed. Existing field drains **must** be terminated prior to entering the riparian buffer in a manner that will allow infiltration of field drain discharge.

[39] For information regarding the Agricultural Environmental Management program, visit https://agriculture.ny.gov/soil-and-water/agricultural-environmental-management.

- Groundwater Recharge Area Restoration Requirements (Projects or Programs):
    - The area of a parcel, acquired to protect a wellhead, which overlays a designated groundwater recharge area[40] **may** be revegetated using only native trees, shrubs, or grasses appropriate for the site conditions.
    - Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the groundwater recharge area restoration, or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined groundwater recharge area restoration.
    - For newly created or restored groundwater recharge areas, the applicant **must** develop and implement a maintenance plan during the recharge area restoration establishment period, defined as 3-5 years after planting of vegetation.
- Wetland Requirements:
    - Project plans **must** describe how the work in and near wetlands will protect drinking water supplies and provide improved wetland function.
    - Work within or immediately adjacent to existing wetlands **must** be limited to activities that will improve wetland function. Disturbances that compromise ecological functions are ineligible.
    - Projects **cannot** mitigate for impacts to regulated wetlands. Wetland mitigation projects are ineligible.
    - The applicant **must** develop and implement a maintenance plan for any wetland creation or enhancement. The maintenance plan **must** include protocols for addressing problems for a minimum of 3 years following creation or enhancement.
- Land Purchase and Conservation Easement Requirements
    - All **municipalities**, whether a project or program, **must** submit a complete water withdrawal permit modification application for all properties being acquired.[41]
    - Lands currently protected by a federal or state easement program are **not** eligible.
    - Conservation easements **must** be acquired in perpetuity. Applicants for easements will be expected to make use of the Conservation Easement Template found on https://www.dec.ny.gov/pubs/115920.html.
    - If the property is used for activities which interfere with the accomplishment of approved purposes, the violating activities **must** cease, and any resulting adverse effects **must** be remedied.

[40] Recharge area identified in a plan produced by a licensed geologist, Rural Water authority or Regional Planning authority.

[41] Water withdrawal permitting requirements as stated in 6 NYCRR Part 601.6. See https://govt.westlaw.com/nycrr/Document/I4ebfafbecd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)

- Disturbances that compromise the ecological condition of the riparian buffer or wetland areas, including, but not limited to, livestock access, wood or timber harvesting, excessive mowing and recreational vehicular use **must** be prohibited.
- Per Environmental Conservation Law §15-3303, DEC **cannot** provide funding for any land acquisition project by a not-for-profit if any town, village, or city objects to such acquisition. A not-for-profit contact **must** notify any town, village, or city of their interest in acquiring such project. The town, village, or city has 90 days after such notification to object by resolution. A not-for-profit contractor **must** provide DEC with copies of such notification and any responses received from any town, village or city, or certify to DEC that no responses were received within 90 days.
- Phase I environmental assessment reports **are required** for lands acquired in fee and conservation easements. Phase I reports **must** be completed by a qualified consultant.
- The applicant **must** hold title to any land or easement acquired through this grant.
- Upon approval of the Department, an applicant who acquired an interest in real property using monies obtained through this program may sell, lease, exchange or donate the real property to a not-for-profit or municipality, who will continue to use the real property for the same public purpose, without an express act of the New York State Legislature. Any sale, lease, exchange or donation which will result in the real property no longer having a public purpose must be approved by an express act of the New York State Legislature.
- In the event that a municipality or not-for-profit sells a parcel(s) that was acquired with funds made available pursuant to ECL Article 15 Title 33, other new lands must be acquired, and the following must be met:
  - parcel(s) must be of equal environmental and source water value;
  - parcel(s) must be equal to or greater than the original purchase amount, excluding the awardee's match and any stewardship & monitoring expenses incurred; and
  - value of the new parcel(s) must account for inflation of the original parcel(s).

  The Department must review and approve the proposed acquisition of a new parcel(s) prior to the sale of the original parcel. This requirement shall remain in effect beyond the term of this contract.
- In accordance with New York State Finance Law, landowners are considered sub-contractors of the applicant and any landowner receiving $100,000 or more is required to submit a Vendor Responsibility Questionnaire before DEC will execute a contract with the applicant.[42]

- Public access and passive recreational trails will be reviewed by DEC on a case-by-case basis. The applicant **must** provide at the earliest date practicable,

[42] More information about Vendor Responsibility can be found on the website of the Office of the State Comptroller: https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire.

a thorough description and maps showing public access points, proposed activities, proximity to the public water supply, and justification for public access to assist DEC in making the determination of whether public access will have an impact to the drinking water supply.

- Transaction requirements (post-award) [43]:
    - Appraisals **are required** for all properties prior to reimbursement.
    - Appraisals **must** be completed by a state general certified appraiser following the Uniform Standards of Professional Appraisal Practice (USPAP) and submitted as non-restricted narrative appraisal reports.
    - DEC may reimburse for purchase of land or development rights above appraised value if, in DEC's opinion, a parcel has exceptional source water value that cannot be factored into a determination of fair market value. DEC may reimburse at a price above the highest approved independent appraisal provided: 1) the price was the result of documented negotiations between the Grantee and the seller and 2) the Grantee demonstrates the unique source water protection value and how it accomplishes the objective of this program to DEC's satisfaction.
    - Boundary surveys **are required** for all properties. Surveys **must** be completed by a professional land surveyor.
    - Baseline Data **is required** for all conservation easement acquisitions.
    - Phase I environmental assessment reports **are required** for **all properties** and must be completed by a qualified consultant. If a Phase II is recommended, the awardee **must** contact DEC to propose and request approval on appropriate next steps if reimbursement will be requested. If the land is determined to be contaminated in either the Phase I or Phase II report, DEC must be contacted to determine whether the parcel is eligible for the program and reimbursement. If conditions are considered unacceptable, DEC will notify awardee within 30 days of receipt of the environmental report.
    - Title insurance **is required** for all properties.
    - Appraisals, surveys, title report and insurance, baseline data and easement language (if applicable), Phase I environmental assessments, and deeds **must** be reviewed and approved or disapproved by DEC for all projects/programs. No reimbursement will be made until the final approval is given by the Department. DEC will have a minimum of 120 days from the date all documents are received to review and approve or disapprove parcel(s) being proposed.

[43] For more information on WQIP Land Acquisition Projects for Source Water Protection resources and standards, visit the WQIP Land Acquisition Projects for Source Water Protection Toolkit: https://www.dec.ny.gov/pubs/115920.html

Required Application Attachments

- Detailed protocol for monitoring and enforcement of properties or easements. The protocols should include all Elements listed in the WQIP Land Acquisition for Source Water Protection Documentation Guidance[44].
- Detailed expenditure-based summary budget. The budget summary **must** estimate the value of the land or development rights being acquired (for each specific parcel if there are multiple), transactional costs (for each specific parcel if there are multiple), staff salaries directly devoted to or connected to the project or program, restoration costs, contractual costs and travel costs.
- Map(s) depicting the active public drinking water supply(s), location of wells, intakes, or springs, parcel location(s), parcel tax map I.D.(s), areal extent of the zone of contribution, watershed boundary, land use (National Land Cover Dataset 2016), existing riparian buffer or wetlands (if applicable), proposed riparian buffer or wetland restoration sites (if applicable), circles showing distance to 1,000 feet and 1,500 feet from groundwater wells (if applicable), and circles showing distance to 1,000 feet from surface water intake (if applicable). The map(s) **must** include all Elements listed in the WQIP Land Acquisition for Source Water Protection Documentation Guidance[44].
- Completed and signed Sexual Harassment Prevention Certification Form[45]

PROJECT SUBTYPES AND REQUIREMENTS

Subtype	Description	Maximum award	Required match	Special Requirements
Land Acquisition Projects	Projects to purchase conservation easements or parcels of land for the purpose of protecting one or more active public surface water drinking supplies (streams, lakes, rivers, and reservoirs) **OR** for the purpose of protecting one or more active public groundwater drinking water supplies (groundwater wells)	$5,000,000	25% of award amount	Land parcel(s) **must** be specifically identified at the time of application to be considered for funding under the Project category. Projects are expected to acquire all parcels identified in application unless unusual circumstances arise.

[44] WQIP Land Acquisition for Source Water Protection Documentation Guidance: http://www.dec.ny.gov/pubs/4774.html
[45] Sexual Harassment Prevention Certification Form: http://www.dec.ny.gov/pubs/4774.html

Subtype	Description	Maximum award	Required match	Special Requirements
Land Acquisition Programs	Programs to purchase conservation easements or parcels of land at multiple locations throughout the HUC 12 watershed of one or more active public surface water drinking water supplies (streams, lakes, rivers, and reservoirs) **OR** parcels at multiple locations within the areal extent of the zone of contribution[46] of one or more active public groundwater drinking water supplies.	$5,000,000	25% of award amount	**Must** provide fiscal information, such as annual reports, that demonstrate the ability to sustain the level of effort being funded under this grant if grant funds will be used for personal services. Parcels are not required to be specifically identified at the time of application to be considered for funding under the Program category.

ELIGIBLE COSTS

- The value of the land or development rights being acquired, provided such value associated with the purchase of the property or purchase of a conservation easement is from an appraisal deemed acceptable by DEC
- Personal services (e.g., salary, fringe)
  - Grantees will be required to document time worked, tasks, pay ratio and payment, and itemize salaries according to job title and roles/responsibilities. Personal services and Planning costs cannot exceed a total of 25% of the award amount.
- Non-personal services (e.g., contractual services, travel)
  - Value of contractual services provided by professional and technical personnel and consultants (i.e., surveys, plans and specifications, research, design and development of a project, consultant and legal services directly related to a project, feasibility study for a property, etc.) deemed acceptable by DEC.
  - Travel Costs (within New York State) must be directly associated and required to implement the project or program.
- Transactional costs, provided they result in final acquisition of land or perpetual conservation easement and/or restoration of new riparian buffers or wetlands. Transactional costs can be submitted for reimbursement as

[46] Areal extent of the zone of contribution as defined by USGS. See https://water.usgs.gov/water-resources/memos/memo.php?id=1425

incurred throughout the contract term, but payments may need to be returned to the State should the land transaction not successfully close.
    - Transactional costs are limited to:
        - Title reports and insurance
        - Property surveys
        - Appraisals
        - Certified appraisal review
        - Easement holder and landowner's legal fees to negotiate/close the conservation easement transaction and to review title reports and, as necessary, prepare title curatives, filing fees or other closing costs
        - Map and GIS/remote sensing data
        - Phase I environmental assessment
        - Baseline documentation reports
        - Stewardship or management plans
        - Stewardship fee
        - Project specific defense liability insurance fees
        - Property taxes
        - State or local real estate transfer taxes
- Riparian buffer, groundwater recharge area restoration, or wetland restoration costs as defined above and deemed acceptable by DEC. Riparian Buffer design, restoration, and implementation and/or field drain restoration (including equipment rental) costs cannot exceed a total of 25% of the award amount.
- Planning costs. Personal Services and Planning costs cannot exceed a total of 25% of the award amount.

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS[47]

- Out-of-state travel costs and any travel not directly required to implement the project or program.
- Project or program costs funded from other state and/or federal funding sources.
- Indirect costs, including overhead/operating expenses (space, rent, utilities).
- Costs incurred outside the start and end date of the contract (no earlier than August 1, 2021). Applications that do not include required attachments with application.
- Applications that do not clearly detail costs associated with a land acquisition project or program; or detail costs that do not provide a good value as it applies to achieving source water protection.
- Endowment funds
- Major capital expenditures, such as computers

[47] This list is not all encompassing. There may be other costs/activities/applications that the DEC may deem ineligible.

- Restoration projects that include hard armoring of streambanks, including stone rip rap.
- Costs exceeding the maximum allowable percentage for that type of cost as listed above
- Costs associated with DEC accepted public access and passive recreational trails
- Wetland mitigation projects
- Projects that do not include land acquisition as part of the grant.
- Construction oversight
- Projects to acquire land to be used for a new well.
- Acquisition of land that is known or highly suspected of being contaminated (e.g., where past contamination is not uncommon).
- Any remediation/restoration work associated with removal of contaminants (e.g., hazardous waste, petroleum products).
- Phase II environmental assessment reports unless requested by the DEC.
- Costs associated with water withdrawal permit modification (e.g., completion of engineering reports, water withdrawal program forms).
- Forest Management Plans.
- Agricultural Environmental Management (AEM) assessments or plans.
- Nutrient Management Plans

RESOURCES

- HUC 12 watershed map: https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8
- Guidance on designing and maintaining riparian buffers: http://www.dec.ny.gov/chemical/106345.html
- "Soft" streambank stabilization guidance: http://www.dec.ny.gov/permits/67096.html.
- Examples of maps meeting all required elements: https://www.dec.ny.gov/pubs/4774.html
- Example detailed expenditure-based summary budget meeting all required elements: https://www.dec.ny.gov/pubs/4774.html
- Maps of Environmental Justice areas in New York State: http://www.dec.ny.gov/public/911.html.

CONTACT

NYS Department of Environmental Conservation, Division of Water
Kristin Martinez, (518) 402-8086

LAND ACQUISITION FOR SOURCE WATER PROTECTION PROJECT SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Performance Measures, Reasonableness of Cost, Source Water Protection Prioritization, Project Readiness or Experience and Ability will not be funded.***			
Perform-ance Meas-ures[48] *30 to 0 points possible*	**30 POINTS:** Projects identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) **OR** Projects included in the critical area of a DEC/DOH reviewed and accepted Drinking Water Source Protection Program (DWSP2) Plan[49] **OR** Parcels to protect a lake or reservoir used as an active public drinking water supply that are within 1,000 feet of shoreline[50] and within 10 miles of public water supply intake **OR** Parcels to protect a lake or reservoir used as an active public drinking water supply that are adjacent to shoreline[50] and within 10 miles of public water supply intake. **OR** Parcels to protect a lake or reservoir used as an active public drinking water supply that are within 1,000 feet of tributary shoreline[50] and are no more than 1 mile upstream of reservoir **OR** Parcels to protect a lake or reservoir used as an active public drinking water supply that are adjacent to tributary shoreline[50] and are no more than 1 mile upstream of reservoir **OR** Parcels to protect a river or stream used as an active public water supply that are no more than 1 mile upstream of intake and within 1,000 feet of shoreline[50] **OR** Parcels to protect a river or stream used as an active public water supply that are no more than 1 mile upstream of intake and adjacent to shoreline **OR** Parcels to protect a water supply wellhead that are identified in a recharge zone or protection plan produced by a licensed geologist, Rural Water authority or Regional Planning authority as needing protection **OR** Parcels within 1,000 feet of a water supply wellhead permitted as an active public drinking water source **OR** Parcels identified within a Long Island Special Groundwater Protection Area **OR** Parcels specifically identified for drinking water protection in the New York State Open Space Plan and within 10 miles of public water supply intake	**20 POINTS:** Projects included in the source water protection area of a DEC/DOH reviewed and accepted DWSP2 Plan[49] **OR** Parcels to protect a lake or reservoir used as an active public drinking water supply and are within area 1,001 feet to ½ mile of shoreline[50] and within 10 miles of public water supply intake **OR** Parcels to protect a river or stream used as an active public water supply that are no more than 1 mile upstream of intake and within area 1,001 feet to ½ mile of shoreline[50] **OR** Parcels within 1,001 - 1,500 feet from water supply wellhead permitted as an active public drinking water source **OR** Parcels to protect a river or stream used as an active public drinking water supply that are within 1 to 3 miles upstream of intake and within 1,000 feet of shoreline[50]	**10 POINTS:** Parcel(s) within the HUC 12 watershed of a lake or reservoir used as an active public drinking water supply **OR** Parcels adjacent to an upstream tributary and within the HUC 12 inlet of the lake or reservoir used as an active public drinking water supply[51] **OR** Parcels to protect a river or stream used as an active public drinking water supply that are within 3 to 5 miles of intake and within 1,000 feet of shoreline[50]	**0 POINTS:** Projects that target protection of land parcel(s) outside the HUC 12 watershed of a surface waterbody used as an active public drinking water supply **OR** Projects that target protection of parcels that are not adjacent to an upstream tributary and within the HUC 12 inlet of lake or reservoir used as active public drinking water supply **OR** Greater than 50% of parcel(s) are more than 1,500 feet away from a water supply wellhead permitted as an active public drinking water source ***Applications that fall into this category will not be funded***

[48] Projects will be scored based on the area where the majority (over 50%) of the parcel lies. If the majority of the parcel meets the criteria for 0 points, the project will not be funded.
[49] Applicants can contact DEC at source.water@dec.ny.gov for information about which municipalities have a complete DWSP2 plan.
[50] Lateral distance from the shoreline
[51] Tributaries should be identified using the National Hydrography Dataset from USGS: https://www.usgs.gov/core-science-systems/ngp/national-hydrography.

Reasonableness of Cost *20 to 0 points possible*	**20 POINTS:** Budget clearly details costs related to implementation of a land acquisition project; project costs provide exceptional value as it applies to achieving source water protection	**10 POINTS:** Budget provides some detail on costs related to implementation of a land acquisition project; project costs provide reasonable value as it applies to achieving source water protection	**0 POINTS:** Budget does not clearly detail costs associated with a land acquisition project; costs do not provide a good value as it applies to achieving source water protection ***Applications that fall into this category***
Source Water Protection Prioritization *13 to 5 points possible*	**13 POINTS:** At least 50% of the parcel is located within an area designated for the protection of source water identified in a conservation overlay district, wetlands protection plan, DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan), Drinking Water Source Protection Program (DWSP2) Plan[49], or other plan produced by a licensed geologist, Rural Water authority or Regional Planning authority **OR** At least 50% of the parcel is designated as wetlands, forested land, open space, or grasslands by the 2016 National Land Cover Dataset	**9 POINTS:** At least 50% of the parcel is designated as agriculture or low/medium intensity developed area by the 2016 National Land Cover Dataset **OR** 35% - 49% of the parcel is located within an area designated for source water protection or classified as wetlands, forested land, open space or grasslands by the 2016 National Land Cover Dataset	**5 POINTS:** At least 50% of the parcel is designated as high density developed area by the 2016 National Land Cover Dataset **OR** 35% - 49% of the parcel is designated as agriculture or low/medium intensity developed area by the 2016 National Land Cover Dataset
Environmental Justice (EJ) *7 to 0 points*	**7 POINTS:** Projects that improve water quality in an EJ area or protect drinking water quality serving an EJ community.	**0 POINTS:** Projects that will not improve water quality in an EJ area nor protect drinking water quality serving an EJ community.	
Project Readiness *10 to 0 points possible*	**10 POINTS:** Parcels have been identified and at least 50% of landowner endorsement is demonstrated by a letter of commitment **AND** applicant has provided protocols for monitoring and enforcement of properties using the WQIP Land Acquisition for Source Water Protection Documentation Guidance	**5 POINTS:** Parcels have been identified but 49% or less of landowner endorsement has been demonstrated **AND** applicant has provided protocols for monitoring and enforcement of properties using the WQIP Land Acquisition for Source Water Protection Documentation Guidance	**0 POINTS:** Specific parcels have not been clearly identified **OR** Applicant has not provided protocols for monitoring and enforcement of properties ***Applications that fall into this category will not be funded***

Exper-ience and Ability *5 to 0 points avail-able*	**5 POINTS:** Applicant possesses the knowledge, skills and ability to complete the project, and has prior experience with WQIP Land Acquisition for Source Water Protection grants, and completed all tasks in a timely manner	**3 POINTS:** Applicant possesses the knowledge, skills and ability to complete the project, but does not have prior experience with WQIP Land Acquisition for Source Water Protection grants	**0 POINTS:** Applicant does not possess the knowledge, skills and ability to complete the project and does not have prior experience with WQIP Land Acquisition for Source Water Protection grants **OR** Applicant has previous experience with WQIP Land Acquisition for Source Water Protection grants and did not complete all tasks in a timely manner
Total Max-imum	***85***		

LAND ACQUISITION FOR SOURCE WATER PROTECTION PROGRAM SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Performance Measures, Reasonableness of Cost, Program Readiness or Experience and Ability will not be funded.***			
Performance Measures *30 to 0 points possible*	**30 POINTS:** Programs identified in a DEC-approved watershed implementation plan (i.e., TMDL, Nine Element Watershed Plan or DEC HABs Action Plan) **OR** Programs included in the critical area of a DEC/DOH reviewed and accepted Drinking Water Source Protection Program (DWSP2) Plan[52]	**20 POINTS:** Programs in watersheds specifically identified for drinking water protection in the New York State Open Space Plan OR Programs included in the source water protection area of a DEC/DOH reviewed and accepted Drinking Water Source Protection Program (DWSP2) Plan[52]	**10 POINTS:** Programs that demonstrate that some level of planning has taken place using tools or methods to prioritize acquiring lands to protect public water supplies **OR** Inclusion of source water protection in comprehensive plans, municipal resolutions, etc. of the majority of municipalities in the HUC 12 watersheds being proposed	**0 POINTS:** ***Applications that do not meet any of the previous performance measures will not be funded***
Reasonable-ness of Cost *20 to 0 points possible*	**20 POINTS:** Budget clearly details costs related to implementation of a land acquisition program; program costs provide exceptional value as it applies to achieving source water protection	**10 POINTS:** Budget provides some detail on costs related to implementation of a land acquisition program; program costs provide reasonable value as it applies to achieving source water protection	**0 POINTS:** Budget does not clearly detail costs associated with a land acquisition program; costs do not provide a good value as it applies to achieving source water protection ***Applications that fall into this category will not be funded***	
Source Water Protection Prioritization *13 to 5 points possible*	**13 POINTS:** Program prioritizes parcels using scientific methodology or tool that ranks parcels based on greatest impact to water quality (i.e., steep slopes, lack of riparian buffers, intensive development) **OR** Program prioritizes parcels within a community's critical drinking water source protection area that is delineated using methodology or tools found in "*A Framework for Creating a Drinking Water Source Protection Program Plan"*[53]	**9 POINTS:** Program prioritizes parcels based on proximity to the drinking water source **OR** Program prioritizes parcels within a community's drinking water source protection area that is delineated using methodology or tools found in "*A Framework for Creating a Drinking Water Source Protection Program Plan"*[51]	**5 POINTS:** Program prioritizes parcels based on vacancy or availability for acquisition	

[52] Applicants can contact DEC at source.water@dec.ny.gov for information about which municipalities have a complete DWSP2 plan.
[53] "*A Framework for Creating a Drinking Water Source Protection Program Plan"* can be found on DEC's website. See https://www.dec.ny.gov/chemical/115250.html.

Environ-mental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Programs that improve water quality in an EJ area or protect drinking water quality serving an EJ community.		**0 POINTS:** Programs that will not improve water quality in an EJ area nor protect drinking water quality serving an EJ community.	
Program Readiness *10 to 0 points available*	**10 POINTS:** Watershed parcels have been identified and prioritized; at least 50% of landowner endorsement is demonstrated by letters of commitment; applicant has provided protocols for monitoring and enforcement of properties using the WQIP Land Acquisition for Source Water Protection Documentation Guidance; for projects involving personal service costs, applicant has demonstrated the ability to maintain the level of effort funded by this grant	**8 POINTS:** Watershed parcels have been identified but 49% or less of landowner endorsement has been demonstrated **AND** applicant has provided protocols for monitoring and enforcement of properties using the WQIP Land Acquisition for Source Water Protection Documentation Guidance **AND** for projects involving personal service costs, applicant has demonstrated the ability to maintain the level of effort funded by this grant	**5 POINTS:** Drinking water supply watershed targeted for protection has been identified **AND** applicant has provided protocols for monitoring and enforcement of properties using the WQIP Land Acquisition for Source Water Protection Documentation Guidance **AND** for projects involving personal service costs, applicant has demonstrated the ability to maintain the level of effort funded by this grant	**0 POINTS:** Drinking water supply watershed targeted for protection has not been clearly identified **OR** Applicant has not provided protocols for monitoring and enforcement of properties **OR** For projects involving personal service costs, applicant has not demonstrated the ability to maintain the level of effort funded by this grant ***Applications that fall into this category will not be funded***
Experience and Ability *5 to 0 points available*	**5 POINTS:** Applicant possesses the knowledge, skills and ability to complete the program, and has prior experience with WQIP Land Acquisition for Source Water Protection grants, and completed all tasks in a timely manner	**3 POINTS:** Applicant possesses the knowledge, skills and ability to complete the program, but does not have prior experience with WQIP Land Acquisition for Source Water Protection grants	**0 POINTS:** Applicant does not possess the knowledge, skills and ability to complete the program and does not have prior experience with WQIP Land Acquisition for Source Water Protection grants **OR** Has previous experience with WQIP Land Acquisition for Source Water Protection grants and did not complete all tasks in a timely manner ***Applications that fall into this category will not be funded***	
Total Maximum Points	***85***			

SALT STORAGE

ELIGIBLE APPLICANTS

- Municipalities[54]
- Soil and water conservation districts

DESCRIPTION

Funding is available for projects to construct a permanent structure to cover a salt or a salt/sand mixture storage pile.

REQUIREMENTS FOR ALL SALT STORAGE APPLICATIONS

- Projects must adhere to the New York State Office of General Services salt storage specifications to be eligible for this grant. (https://online2.ogs.ny.gov/DNC/MasterSpec04/MasterSpecListing.asp?Div=13)
  - Section 133423 – Rectangular Salt Storage Structure, Parts 1.02, 1.03, 1.04, 1.05 and 1.06
  - Section 133424 - Dome Salt Storage Structure, Parts 1.02, 1.03, 1.04, 1.05 and 1.06

Required Attachments

- Map with the project area clearly identified. Map must be a minimum of 1:24,000 scale USGS or DOT planimetric map
- If the structure is to be built in a floodplain, attach the applicable floodplain map with the location of project indicated.
- Completed WQIP budget worksheet[55]
- Completed and signed Sexual Harassment Prevention Certification Form[56]

[54] For the purposes of Salt Storage projects under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof (Environmental Conservation Law §56-0101).
[55] WQIP Budget Worksheet: http://www.dec.ny.gov/pubs/4774.html
[56] Sexual Harassment Prevention Certification Form: http://www.dec.ny.gov/pubs/4774.html

PROJECT SUBTYPES

Project subtype	Description	Maximum award	Required match	Additional Information
High Priority				
New structures	Projects to construct new structures to enclose an uncovered salt or salt/sand mixture storage pile	$500,000	50% of award amount	Highest priority are projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile that is currently located near a groundwater drinking water source (public or private well) or surface water used for a public water system; or within a primary, principal, or sole source aquifer (maps and definitions provided below).
Low Priority				
Replacement structures	Projects to replace an existing salt or salt/sand mixture storage structure	$500,000	50% of award amount	Applications will receive minimum points for Vision
Capacity expansion	Projects to expand the capacity of an existing salt or salt/sand mixture structure	$500,000	50% of award amount	Applications will receive minimum points for Vision

ELIGIBLE COSTS

- Costs related to the construction of the salt or salt/sand mixture storage structure
- Planning, design, administrative[57] and construction oversight costs (total may not exceed 20% of award amount).
- Construction of access road and impervious pad surrounding structure necessary to load and unload salt.

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Applications that do not include construction of a permanent structure to cover a salt or salt/sand mixture storage pile will be ineligible for this category.
- Projects with planning, design, administrative, and construction oversight costs in excess of 20% of the award amount may be deemed ineligible.
- Costs incurred outside the start and end date of the contract (no earlier than May 2, 2022).
- Legal fees
- Costs for stormwater controls that are required under the SPDES General Permit for Construction Activities.
- Demolition and/or removal costs for current storage structure if the project is for a replacement.
- Indirect costs (e.g., space/property rent, utilities, office supplies, additional maintenance facilities, etc.).
- Applications that do not include required attachments with the application.
- Pre- and post-construction monitoring and sampling

[57] The following are examples of **eligible administrative costs**: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project. The following are examples of **ineligible administrative costs**: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents needed to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing, and submitting environmental regulatory approvals/permits needed to implement the project

RESOURCES

- Office of General Services Specifications for salt storage facilities: https://online2.ogs.ny.gov/DNC/MasterSpec04/MasterSpecListing.asp?Div=13
- DECinfo Locator[58] (most up to date source of WI/PWL segment fact sheets): http://www.dec.ny.gov/pubs/109457.html
- HUC 12 watershed map: https://nysdec.maps.arcgis.com/apps/webappviewer/index.html?id=a02867dc903f40a2831c904c7eb1b7d8
- Principal aquifers[59] map: https://www.dec.ny.gov/lands/36119.html.
- Primary aquifers[60] map: https://www.dec.ny.gov/lands/36119.html
- Sole source aquifers[61] map: https://epa.maps.arcgis.com/apps/webappviewer/index.html?id=9ebb047ba3ec41ada1877155fe31356b
- Maps of Environmental Justice areas in New York State: http://www.dec.ny.gov/public/911.html.

CONTACT

NYS Department of Environmental Conservation, Division of Water

- Don Tuxill, (518) 402-8168
- Ryan Waldron (518) 402-8244

[58] For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody the project will impact. To find the closest WI/PWL segment fact sheet, visit the DECinfo Locator at https://gisservices.dec.ny.gov/gis/dil/. In the left column of the map, click "DEC Information Layers">"Environmental Quality">"Environmental Monitoring" and check the box for "Waterbody Inventory/Priority Waterbodies List". In the left column, select "Search" and enter the address or project location. Click the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and description. To access the WI/PWL assessment for that waterbody, click the "Fact Sheet" link in the box.

[59] Principal aquifers are aquifers known to be highly productive or whose geology suggests abundant potential water supply, but which are not intensively used as sources of water supply by major municipal systems at the present time.

[60] Primary aquifers are defined as highly productive aquifers presently utilized as sources of water supply by major municipal water supply systems.

[61] Sole source aquifers are designated by the US Environmental Protection Agency as the sole or main source of drinking water for a community, under provisions of the Federal Safe Drinking Water Act.

SALT STORAGE SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Project Readiness or Experience and Ability will not be funded.***				
Vision *40 to 1 point(s) possible*	Vision will be calculated by multiplying Performance Measures times Impact Factor. Performance Measures points and Impact Factor points will not be included in the total score, only the combined Vision points.				
Performance Measures[62] *10 to 1 point(s) possible (as part of Vision score)*	**10 POINTS:** Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: Less than 300 feet from a groundwater drinking water source or surface water used for a public water system **OR** Within a principal aquifer **OR** Within a primary aquifer **OR** Within a sole source aquifer	**7 POINTS:** Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 300 feet or more but less than 1,000 feet from a groundwater drinking water source or surface water used for a public water system **OR** Less than 500 feet from a private well	**5 POINTS:** Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 1,000 feet or more but less than 2,000 feet from a groundwater drinking water source or surface water used for a public water system **OR** 500 feet or more but less than 1,000 feet from a private well	**3 POINTS:** Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 2,000 feet or more but less than 4,000 feet from a groundwater drinking water source or surface water used for a public water system **OR** 1,000 feet or more but less than 1,500 feet from a private well	**1 POINT:** Projects to build a structure that replaces an existing structure **OR** Projects that expand the capacity of existing salt or salt/sand mixture structure **OR** Projects to construct a new structure to enclose an exposed salt or salt/sand mixture storage pile that is currently located: 4,000 feet or more from a groundwater drinking water source or surface water used for a public system. **OR** 1,500 feet or more from a private well
Impact Factor *4 to 1 point(s) possible (as part of Vision score)*	**4 POINTS:** Projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile currently located: within 300 feet of a groundwater drinking water source or surface water used for a public water system **OR** within a principal aquifer **OR** within a primary aquifer **OR** within a sole source aquifer		**3 POINTS:** Projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile currently located: 300 feet or more but less than 2,000 feet from a groundwater drinking water source or surface water used for a public water system **OR** within 1,000 feet of a private well	**2 POINTS:** Projects to construct a new structure to enclose an uncovered salt or salt/sand mixture storage pile that do not fall within the first two impact factor criteria. **OR** Project is to move structure out of floodplain.	**1 POINT:** Projects to replace an existing salt or salt/sand storage structure or that expand the capacity of an existing structure

[62] Points are based on the location of the current uncovered salt or salt/sand pile

Reasonable-ness of Cost *20 to 0 points possible*	**20 POINTS:** Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project	**10 POINTS:** Cost is good as it applies to both achieving the project objectives and being a fiscally sound project	**5 POINTS:** Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project	**0 POINTS:** Cost not reasonable for this type of project
Classification Points Factor *8 to 1 point(s) possible*	**8 POINTS:** AA, GA (Primary or principal water supply aquifer), AA special, A, A Special, GA (other)	**5 POINTS:** B(T) B(TS) C(T)[63], C(TS)	**1 POINT:** B, SB, C, SC, I, D, SD, SA, GSB GSA	
Environmental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Projects that will improve water quality in an EJ area or protect drinking water quality serving an EJ community	**0 POINTS:** Projects that will not improve water quality in an EJ area nor protect drinking water quality serving an EJ community		
Project Readiness *5 to 0 points possible*	**5 POINTS:** Project has all necessary permits (or does not need permits) and approvals. The project is ready to move forward with construction.	**3 POINTS:** Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay	**0 POINTS:** Project has not secured any of the necessary approvals and is not ready to proceed to construction ***Applications that fall into this category will not be funded***	
Experience and Ability *5 to 0 points possible*	**5 POINTS:** Applicant has shown the ability to complete all WQIP contracts in the past 10 years in a timely manner **OR** Applicant has sufficiently shown its ability to complete this salt facility project.	**3 POINTS:** Applicant has shown the ability to complete most WQIP contracts in the past 10 years in a timely manner **OR** Applicant has not been awarded a WQIP grant in the past 10 years but appears to have the experience and ability to carry out the project	**0 POINTS:** Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years **OR** Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the project ***Applications that fall into this category will not be funded***	
Total Maximum Points	***85 points***			

[63] (T) and (TS) indicate the application of standards to protect trout and trout spawning respectively.

AQUATIC CONNECTIVITY RESTORATION

ELIGIBLE APPLICANTS

- Municipalities[64]
- Soil and water conservation districts
- Not-for-profit corporations

DESCRIPTION

Funding is available for projects that improve aquatic habitat connectivity at road/stream crossings or dams.

REQUIRED ATTACHMENTS

- Completed WQIP budget worksheet[65]
- Completed and signed Sexual Harassment Prevention Certification Form[66]
- Map with the project area clearly identified. Map must be a 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Landowner agreements (if property not owned by applicant)[67]
- NAACC assessment or picture(s) of proposed site(s) upstream, downstream, inlet and outlet (culverts), structure (dams)
- Pictures of successful right-sized culvert project(s) if the applicant has successfully completed right-sized culvert projects in the past 10 years (if applicable)

[64] For the purposes of Aquatic Connectivity Restoration projects under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof. In the case of aquatic habitat restoration projects, the term municipality shall include the state. (Environmental Conservation Law §56-0101).

[65] WQIP Budget Worksheet: http://www.dec.ny.gov/pubs/4774.html

[66] Sexual Harassment Prevention Certification Form: http://www.dec.ny.gov/pubs/4774.html

[67] If the property owner is a municipality: a resolution by the municipality supporting the project; If the property is not owned by the applicant: a formal written agreement between the applicant and the landowner that allows the applicant access to the property, represent the landowner, and accomplish the proposed project; If the applicant is a not-for-profit proposing a project on municipal property: a signed municipal endorsement that provides authorization for the not-for-profit to conduct the proposed project on municipal property

Description	Maximum award amount	Required match	Requirements
Projects that improve aquatic habitat connectivity at road/stream crossings or dams	$250,000	25% of award amount	Projects **must** focus on culverts, bridges or dams that are causing the aquatic connectivity obstructions. Applicant **must** own the property or obtain an access agreement for the proposed site. Projects with a total cost that exceeds the maximum award amount **must** demonstrate in their application that they have secured funding for the remainder of the project cost to be eligible. Projects **should** remove barriers to aquatic connectivity. Sample projects include but are not limited to: upgrade and replacement of road stream crossing structures (culverts and bridges) to a larger size and appropriate design to increase ecological connectivity and hydrologic capacity; removal or breach of stream barriers such as dams or weirs that limit aquatic connectivity and meet the natural resource management goals for the area.

ELIGIBLE COSTS

- Salary and fringe benefits
- Contractual costs
- Travel
- Equipment/materials
- Planning, design, administrative[68] and construction oversight costs (total may not exceed 20% of award amount)
- Monitoring costs (may not exceed 20% of award amount)
- Construction inspection
- Maintenance
- Reconstruction, revitalization, and rejuvenation activities[69]

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Costs incurred outside the start and end date of the contract (no earlier than May 2, 2022)
- Indirect costs (e.g., space property rent, utilities, and other office supplies)
- Legal fees

US FISH AND WILDLIFE SERVICE REVIEW

Aquatic Connectivity Restoration projects recommended for an award through WQIP may also be reviewed by the U.S. Fish and Wildlife Service. This review, or the associated pre-screening review by DEC, may impact the decision to award a grant.

[68] The following are examples of **eligible administrative costs**: Procuring sub-contractors and materials needed to implement the project; contacting municipalities to schedule projects; and reviewing and paying invoices for materials and sub-contractors associated with the project. The following are examples of **ineligible administrative costs**: preparing, completing, submitting the WQIP application for funding; preparing, completing, submitting information and documents needed to get a contract in place; preparing, completing, submitting information for progress reporting, payment requests and contract amendments; preparing, completing and submitting environmental regulatory approvals/permits needed to implement the project

[69] The terms reconstruction, revitalization, and rejuvenation refer to those activities necessary to reestablish stream channel dimensions, structure, and grade, and to revegetate streambanks in the vicinity of the road/stream crossing or dam.

RESOURCES

- DECinfo Locator[70] (most up to date source of WI/PWL segment fact sheets): http://www.dec.ny.gov/pubs/109457.html
- Guidance for projects to upgrade and replace road stream crossing structures to a larger size and appropriate design to increase ecological connectivity and hydrologic capacity: http://www.dec.ny.gov/permits/49066.html.
- Species of Greatest Conservation Need (SGCN): https://www.dec.ny.gov/animals/7179.html
- North Atlantic Aquatic Connectivity Project (NAACC): https://streamcontinuity.org/naacc
- Maps of Environmental Justice areas in New York State: http://www.dec.ny.gov/public/911.html.

CONTACT

NYS Department of Environmental Conservation, Division of Fish and Wildlife
Corbin Gosier, 518-402-8872

[70] For projects impacting surface water, the applicant must provide the correct WI/PWL segment ID and HUC 12 watershed of the closest waterbody the project will impact. To find the closest WI/PWL segment fact sheet, visit the DECinfo Locator at https://gisservices.dec.ny.gov/gis/dil/. In the left column of the map, click "DEC Information Layers">"Environmental Quality">"Environmental Monitoring" and check the box for "Waterbody Inventory/Priority Waterbodies List". In the left column, select "Search" and enter the address or project location. Click the plus sign in the top left corner of the map to zoom into the location until the waterbodies are visible on the map. Click on the waterbody of interest. A box with the Waterbody Inventory/Priority Waterbodies List information will be displayed, including the waterbody name, ID number, basin, and description. To access the WI/PWL assessment for that waterbody, click the "Fact Sheet" link in the box.

AQUATIC CONNECTIVITY RESTORATION SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Barrierity, Project Readiness or Experience and Ability will not be funded.***				
Barrierity[71]: *28 to 0 points possible*	**28 POINTS:** Significant or severe	**20 POINTS:** Moderate	**10 POINTS:** Minor	**0 POINTS:** Insignificant or no barrier ***Applications that fall into this category will not be funded.***	
Species Miles[72] *20 to 0 points possible*	**20 POINTS:** 5 or more	**15 POINTS:** 3 to 4.9	**10 POINTS:** 1 to 2.9	**5 POINTS:** 0.1 to 0.9	**0 POINTS:** Less than 0.1
Reasonable-ness of Cost *20 to 0 points possible*	**20 POINTS:** Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project	**10 POINTS:** Cost is good as it applies to both achieving the project objectives and being a fiscally sound project	**5 POINTS:** Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project	**0 POINTS:** Cost is not reasonable for this type of project	
Project Readiness *5 to 0 points possible*	**5 POINTS:** Project has all necessary permits (or does not need permits) and approvals. The project is ready to move forward with construction	**3 POINTS:** Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay	**0 POINTS:** Project has not secured any of the necessary approvals and is not ready to proceed to construction **AND/OR** Project cost exceeds maximum grant amount and has not secured remaining funding needed ***Applications that fall into this category will not be funded***		
Environmental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Projects that will improve water quality in an EJ area or positively impact drinking water quality serving an EJ community		**0 POINTS:** Projects that will not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community		
Experience and Ability *5 to 0 points possible*	**5 POINTS:** Applicant has shown the ability to complete state-funded aquatic connectivity restoration projects in the past 10 years in a timely manner **OR** Applicant has successfully completed right-sized culvert projects in the past 10 years (must attach pictures)	**3 POINTS:** Applicant has shown the ability to complete a state-funded water quality project that was not related to aquatic connectivity restoration in the past 10 years in a timely manner **OR** Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the project	**0 POINTS:** Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years **OR** Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the program ***Applications that fall into this category will not be funded***	
Total Maximum Points	***85 points***				

[71] Barrierity: See explanation at the end of this matrix.
[72] Species Miles: See explanation at the end of this matrix.

Species Miles

Describes the functional gain achieved by removing a barrier to aquatic organism passage. The total number of Species of Greatest Conservation Need (SGCN) (https://www.dec.ny.gov/animals/7179.html) or other aquatic species of management concern to DEC is multiplied by the total number of stream miles that will be made accessible to these species. Stream miles is calculated by totaling the linear distance of each stream segment, including tributaries, from the existing barrier traveling upstream until the next impassable barrier. (Species x Stream Miles = Species Miles)

Barrierity

Describes the severity to which a structure creates a barrier to aquatic organism passage. It is derived from a protocol for calculating this value as part of the North Atlantic Aquatic Connectivity Project (NAACC) found at https://streamcontinuity.org/naacc. When this methodology is not possible, professional judgement will be used to assess a structure that most closely replicates the categories used by NAACC.

Severe	0.19 or less
Significant	0.20 – 0.39
Moderate	0.40 – 0.59
Minor	0.60 – 0.79
Insignificant	0.80 – 0.99
No barrier	1.0

MARINE DISTRICT HABITAT RESTORATION

ELIGIBLE APPLICANTS

- Municipalities[73]
- Soil and water conservation districts
- Not-for-profit corporations

DESCRIPTION

Projects that improve the ecological condition of the waters within the marine district with the intent to support a spawning, nursery, wintering, migratory, nesting, breeding, or foraging environment for fish and wildlife, and other biota.

REQUIRED ATTACHMENTS

- Budget worksheet
- Sexual Harassment Prevention Certification Form[74]
- Map with the project area clearly identified. Map must be a minimum of 1:24,000 scale USGS or DOT planimetric map.
- If the project is in a floodplain, attach the applicable floodplain map with the location of the project indicated.
- Feasibility study for the project that includes Marine District Habitat Restoration Feasibility Study Outline required elements[75]
- Landowner agreements (if property not owned by applicant)[76]
- Pictures of successful marine district project(s) if the applicant has successfully completed marine district aquatic restoration projects in the past 10 years (if applicable)

[73] For the purposes of Marine District Habitat Restoration projects under this grant opportunity, "Municipality" means a public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof. In the case of marine district habitat restoration projects, the term municipality shall include the state. (Environmental Conservation Law §56-0101).
[74] Sexual Harassment Prevention Certification Form: http://www.dec.ny.gov/pubs/4774.html
[75] Marine District Habitat Restoration Feasibility Study Outline: http://www.dec.ny.gov/pubs/4774.html
[76] If the property owner is a municipality: a resolution by the municipality supporting the project; If the property is not owned by the applicant: a formal written agreement between the applicant and the landowner that allows the applicant access to the property, represent the landowner, and accomplish the proposed project; If the applicant is a not-for-profit proposing a project on municipal property: a signed municipal endorsement that provides authorization for the not-for-profit to conduct the proposed project on municipal property

Description	Maximum award amount	Required match	Requirements
Projects for habitat restoration within the marine district[77]	$750,000	25% of award amount	Projects **must** improve the ecological condition of the waters of the state including ponds, bogs, wetlands, bays, sounds, streams, rivers, or lakes and shorelines with the intent to support a spawning, nursery, wintering, migratory, nesting, breeding, or foraging environment for fish and wildlife, and other biota. Sample projects, include, but are not limited to: • Restoration or management of tidal or freshwater wetlands • Creation or restoration of submerged aquatic vegetation • Restoration or enhancement of shellfish and shellfish beds • Removal of tidal restrictions (i.e., berms, culverts) to reconnect formerly functioning wetlands • Fish passage

ELIGIBLE COSTS

- Salary and fringe benefits
- Contractual costs
- Travel
- Equipment
- Construction inspection
- Maintenance
- Reconstruction
- Revitalization
- Rejuvenation activities
- Planning, design, administrative, monitoring, and construction oversight costs (total may not exceed 20% of award amount)

INELIGIBLE COSTS/ACTIVITIES/APPLICATIONS

- Costs incurred outside the start and end date of the contract (no earlier than May 2, 2022)
- Indirect costs (e.g. space property rent, utilities, and other office supplies)
- Legal fees

[77] New York's Marine District Waters: https://www.dec.ny.gov/permits/95483.html

RESOURCES

- Species of Greatest Conservation Need (SGCN): https://www.dec.ny.gov/animals/7179.html
- Maps of EJ areas in New York State: http://www.dec.ny.gov/public/911.html.
- Natural Resource Management Plans
    - NY/NJ Harbor Estuary Program Comprehensive Conservation and Management Plan (CCMP): https://www.hudsonriver.org/estuary-program
    - South Shore Estuary Reserve Comprehensive Management Plan (CMP): https://dos.ny.gov/long-island-south-shore-estuary-reserve-program
    - Peconic Estuary Program CCMP: https://www.peconicestuary.org/
    - Long Island Sound Study CCMP: https://longislandsoundstudy.net/

CONTACT

NYS Department of Environmental Conservation, Division of Marine Resources, Bureau of Marine Habitat
Julia Socrates, 631-444-0473

MARINE DISTRICT HABITAT RESTORATION SCORING CRITERIA

Agency Points	***Up to 85 points are available, as defined below. Applications must receive a minimum of 30 points to be eligible for funding. Applications that receive 0 points for Performance Measures, Project Readiness or Experience and Ability will not be funded.***				
Performance Measures *30 to 0 points possible*	**30 POINTS:** Addresses three or more habitat restoration priorities or critical habitat identified in a Federal or state management plan. **OR** Project provides benefit to three or more Species of Greatest Conservation Need (SGCN) or Federal trust species.	**24 POINTS:** Addresses two habitat restoration priorities or critical habitats identified in a Federal or State management plan. **OR** Project provides benefit to two or more State SGCN or Federal trust species.	**12 POINTS:** Addresses more than one goal identified in a Federal or state management plan. **OR** Project provides direct benefit to any species of management concern to DEC.	**6 POINTS:** Addresses only one goal identified in a Federal or State management plan.	**0 POINTS:** Applications that do not meet any of the previous performance measures.
Reasonable-ness of Cost *20 to 0 points possible*	**20 POINTS:** Exceptional value for the cost as it applies to both achieving the project objectives and being a fiscally sound project.	**13 POINTS:** Cost is good as it applies to both achieving the project objectives and being a fiscally sound project.	**6 POINTS:** Cost is reasonable as it applies to both achieving the project objectives and being a fiscally sound project.	**0 POINTS:** Cost is not reasonable for this type of project. **OR** Proposals where planning, design, administrative, monitoring, and construction oversight costs exceeds 20%. ***Applications that fall into this category will not be funded***	
Vision *10 to 0 points possible*	**10 POINTS:** Project will improve water quality as it pertains to two or more goals of the Marine District Habitat Restoration category requirements. **OR** Project will improve water quality of a waterbody with best use(s) assessed as “impaired” or “precluded” as documented in the Waterbodies Inventory/Priority Waterbodies List (WI/PWL) factsheet.	**5 POINTS:** Project will improve water quality as it pertains to one goal of the Marine District Habitat Restoration category requirements. **OR** Project will improve water quality of a waterbody with best use(s) assessed as “stressed” or “threatened” as documented in the WI/PWL factsheet.	**0 POINTS:** Applications that do not meet any of the previous vision criteria.		

Project Readiness *10 to 0 points possible*	**10 POINTS:** Project has all necessary permits (or does not need permits) and approvals. The project is ready to move forward with construction.	**5 POINTS:** Project is not ready to proceed with construction but has some of the necessary approvals and is expected to lead to construction without delay.	**0 POINTS:** Project has not secured any of the necessary approvals and is not ready to proceed to construction. ***Applications that fall into this category will not be funded***
Environmental Justice (EJ) *7 to 0 points possible*	**7 POINTS:** Projects that will improve water quality in an EJ area or positively impact drinking water quality serving an EJ community.	**0 POINTS:** Projects that will not improve water quality in an EJ area nor positively impact drinking water quality serving an EJ community.	
Experience and Ability *8 to 0 points possible*	**8 POINTS:** Applicant has shown the ability to complete state-funded marine district habitat restoration projects in the past 10 years in a timely manner. **OR** Applicant has successfully completed marine district habitat restoration projects in the past 10 years (please attach pictures).	**4 POINTS:** Applicant has shown the ability to complete a state funded water quality project that was not related to marine district habitat restoration in the past 10 years in a timely manner. **OR** Applicant has not been awarded a state grant related to water quality in the past 10 years but appears to have the experience and ability to carry out the program.	**0 POINTS:** Applicant has demonstrated poor management of WQIP contract(s) in the past 10 years. **OR** Applicant has not been awarded a WQIP grant in the past 10 years and does not appear to have the experience and ability to carry out the program. ***Applications that fall into this category will not be funded***
Total Maximum Points	***85 points***		

GRANT OPPORTUNITY GENERAL INFORMATION AND CONDITIONS

The Department of Environmental Conservation reserves the right to:

- Award additional and available funding for scored and ranked projects consistent with this grant opportunity.
- Award an agreement for any or all parts of the Program Overview in accordance with the method of award or withdraw the Program Overview at any time at the Department's sole discretion.
- Award only one application for funding in the event there are multiple application submissions for a single project or for pieces of a single project.
- Award to the next highest scoring application in the event a grantee fails to negotiate a grant contract with the Department within 120 days of a grant award.
- Consider regional distribution in the determination of awards and funding allocations, to the extent practicable.
- Monitor the progress of all grant awards and withdraw grant funding if the grantee fails to make significant and timely progress on the project or fails to receive the necessary permissions and permits for the project.
- Refuse to fund projects that are determined to be inconsistent with NYS's Smart Growth Public Infrastructure Policy Act.
- Refuse to fund projects that are determined to be inconsistent with the Climate Leadership and Community Protection Act or its implementing regulations.[78]
- Reject any or all applications in response to the Program Overview at the agency's sole discretion.
- Reduce an award from the amount requested in the application, should the project budget contain costs considered ineligible under this grant program.
- Reduce an award from the amount requested in the application, as long as the reduced funding does not jeopardize the viability of the project to proceed at the reduced funding level.
- Deny a change in workplan tasks from the application project description because of fairness to competitive process.
- Accept Regional Economic Development Council feedback and, if possible/practicable, use this feedback in the review of projects.
- Limit all or some funding for a project in the final scored ranked list if the same activities have been awarded funding by another funding source.

Additional Application Submission Information

Pre-Application Requirements

All applicants must register in the NYS Grants Gateway to be considered eligible to accept this grant opportunity https://grantsmanagement.ny.gov/. The applicant name must exactly match the name of the eligible entity registered in the NYS Grants Gateway. It may not be the name of an individual.

In addition to registering, not-for-profit organizations must also complete the Vendor

[78] The Climate Leadership and Community Protection Act is in Chapter 106 of the laws of 2019

Prequalification process in the NYS Grants Gateway to be considered eligible to apply for this grant opportunity. The prequalification must be current (not expired) to be eligible for this grant. Government entities are not required to complete the Vendor Prequalification Process.

NYS Grants Gateway Registration Instructions:

If your organization has not already registered in the Grants Gateway, the registration is NOT an online process. Register now to allow time for processing!

1.) On the Grants Management Website at https://grantsmanagement.ny.gov/grantee-documents, download a copy of the Registration Form for Administrators.

2.) Complete the form according to the instructions provided. The completed form must be signed and notarized.

3.) After the form is received and reviewed, you will be provided with a Username and Password allowing you to access the Grants Gateway.

4.) Log in to the Grants Gateway at https://grantsgateway.ny.gov. You will be prompted to change your password at the bottom of your Profile page. Enter a new password and click the SAVE button located on the top, right-hand side of the page.

If you have previously registered and do not know your Username please email grantsgateway@its.ny.gov. If you do not know your Password, please click the Forgot Password link from the main log in page and follow the prompts.

Not-For-Profit Prequalification Instructions:

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant application and contract processes. These initiatives require not-for-profit organizations to complete the Vendor Prequalification process to be considered eligible to apply for a grant.

Below is a summary of the steps to complete the prequalification requirements. The Vendor Prequalification Manual on the Grants Management website at https://grantsmanagement.ny.gov/get-prequalified provides additional information and instruction.

1.) Complete your Prequalification Application.

- Log in to the Grants Gateway at https://grantsgateway.ny.gov. If this is your first time logging in, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click the SAVE button located on the top, right-hand side of the page.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.

- Answer the questions in the *Required Forms* and upload the *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.
- For specific questions about the prequalification process see https://grantsmanagement.ny.gov/contact-grants-management.

2.) Submit Your Prequalification Application

- After completing your Prequalification Application, click the *Submit Document Vault* button located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted, the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Additional registration and prequalification information, including a video tutorial, is available on the Grants Management website at https://grantsmanagement.ny.gov/videos-grant-applicants.

Debriefing Request

In accordance with section 163 of the NY State Finance Law, DEC must, upon request, provide a debriefing to any unsuccessful offeror that responded to the Program Overview, regarding the reasons that the proposal or bid submitted by the unsuccessful offeror was not selected for an award. An unsuccessful offeror wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice that their proposal did not result in an award. Debriefings requested after fifteen calendar days may be denied.

Formal Protest and Appeal Procedure

Any interested party who believes that he/she has been treated unfairly in the application, evaluation, bid award, or contract award phases of the procurement, may present a formal protest to DEC and request administrative relief concerning such action. Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts that constitute the basis of the formal protest.

Sexual Harassment Prevention Certification

State Finance Law §139-l requires all applicants of grant funding to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Where applying for grant funding is required pursuant to statute, rule or regulation, every application submitted to the state or any public department or agency of the state must contain the following statement: "By submission of this application, each applicant and each person signing on behalf of the applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Applications that do not contain the certification will not be considered for award; provided however, that if the applicant cannot make the certification, the applicant may provide a signed statement with their application detailing the reasons why the certification cannot be made. After review and consideration of such statement, the Department may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Applicants are required to sign and upload the Sexual Harassment Prevention Certification form or upload a signed statement with their application detailing the reasons why the certification cannot be made.

SEQRA and Permits

The applicant is responsible for assuring that any SEQR determinations, permits, approvals, lands, easements and rights-of way that may be required to carry out the activities of the project are obtained.

Letters of Permission/Municipal Endorsement

The applicant must own the property, or obtain an applicable access agreement, for the proposed project site. This includes:

- If the property is owned by the applicant – a copy of the current deed.
- If the property owner is a municipality – A resolution by the municipality supporting the project.
- If the property is not owned by the applicant – a formal written agreement between the applicant and landowner which allows the applicant access to the property, and represent the landowner, to accomplish the proposed project.

Quality Assurance

Quality assurance applies to all programs/projects that involve the collection, generation or use of environmental data associated with the mapping, modeling, monitoring, and assessment of water quality data intended for use by the New York State Department of Environmental Conservation (DEC) for its regulatory purposes. This includes the design or use of water quality focused environmental technology. Guidance and resources for DEC's quality assurance can be found on DEC's quality assurance webpage at https://www.dec.ny.gov/chemical/23850.html. Activities associated with these types of programs/projects, conducted in the field or laboratory, shall be:

1. Performed in accordance with an effective quality system for planning and assessing environmental measurements and tests, and for conducting required quality assurance and quality control procedures to promote and maintain the accuracy and reliability of environmental measurements and test results. An effective Quality System includes a Quality Assurance Project Plan (QAPP) based on guidance provided by the USEPA Guidance for Quality Assurance Project Plans (QA/G-5 May 2006), or American National Standard ASQ/ANSI E4:2014: Quality management systems for environmental information and technology programs—Requirements with guidance for use, approved February 4, 2014.
2. The fulfillment of the data verification, validation, and usability component of QAPP is to be documented in a Data Usability Assessment Report (DUAR).
3. Performed by a laboratory certified by the New York State Department of Health (NYSDOH) under the Environmental Laboratory Approval Program (ELAP) pursuant to Section 502 of the Public Health Law. This requirement shall not apply to specific parameters where NYS DOH ELAP has not issued a certificate for the specific parameter.
4. Performed in a manner that ensures all requisite quality control and calibration requirements are met, including field testing, sample collection, preservation, and record-keeping. Basic quality assurance and quality control requirements defined in 40 CFR Part 136.7 shall be followed as well as any specific method requirements.
5. Required to submit environmental monitoring data electronically to US EPA Water Quality Exchange (WQX) following the guidance as set by US EPA's WQX Submission Instructions.
6. Covered under the Publicity clause (article IV.G.) of the Master Contract for Grants – Standard Terms and Conditions. Specifically, the Contractor agrees that any work products, including but not limited to, water quality data or environmental information; measured, generated, or developed under this contract shall not be released, published, cited, or shared in draft or final form without prior written authorization from the Department.
7. At a minimum, performed in accordance with water quality standards in 6 NYCRR Part 703 and/or guidance values in Technical and Operational Guidance Series (TOGS) 1.1.1. Projects designed to assess water quality or inform regulatory decisions must measure parameters with applicable water quality standards and/or guidance values.

Historic Preservation Review Requirements

Questions about or proposals for listing on the State or national Register should be directed to the OPRHP National Register Unit at (518) 237-8643. To ensure the public benefit from the investment of state funding, preservation covenants or conservation easements will be conveyed to the State (OPRHP) for all historic property grants.

Coastal Consistency Requirements

SEQR Type I and Unlisted actions located within the NYS Department of State's coastal zone boundaries must meet the consistency requirements of the Secretary of State's Coastal Management Program. This consistency determination will be performed by the Department as part of the grant review process. If the proposed project is located within a municipality that has an approved Local Waterfront Revitalization Plan (LWRP), the policies of that LWRP apply. Projects in other areas will need to be consistent with the State's 44 coastal policies. The coastal policies can be found at https://dos.ny.gov/coastal-consistency-review. Applicants are encouraged to determine if their project is located within the coastal zone, and to include in their site plan or sketch map their project's location within the coastal zone boundaries if applicable. Maps of the coastal zone boundaries can be found at https://dos.ny.gov/coastal-consistency-review.

Grant opportunity payment and reporting conditions

For all WQIP project types except wastewater treatment, upon approval of the MCG by the Office of the State Comptroller, an advance payment of up to twenty-five percent (25%) of the total Contract Amount may be provided to the Contractor, including Contractors that are municipalities, for project start-up funding[79]. Contractors must provide justification of the need for the advance payment.

For Land Acquisition Projects for Source Water Protection, awardees may request advance payment of transactional and purchase costs.

- Transactional advance: To provide funds needed to complete land acquisition research (for programs) and documents prior to closing.
- Purchase advance: To provide funds needed to purchase a parcel or easement including associated personal and legal services.

No reimbursement payments under the MCG will be made by the Department to the Contractor until the Contractor provides documentation to support how the 25% advance funding was spent on the Project. Future reimbursement payments shall be made upon audit and approval by the Department and the Comptroller's Office of vouchers executed by an authorized officer of the Contractor.

Project costs eligible for reimbursement and project match must be incurred between the MCG term start date and the MCG term end date. Costs incurred prior to the MCG term start date or after the MCG term end date are not eligible for reimbursement or match. Copies of supporting documentation (paid invoices, receipts, cancelled checks, etc.) must be audited and approved by the Department for costs to be eligible for grant reimbursement.

[79] For Land Acquisition project types, please note that transactional costs (e.g., property surveys, land appraisals, staff time devoted to the project) are acceptable by the Department, provided they result in final acquisition of land or perpetual conservation easement and/or restoration of new riparian buffers. As such, before successful applicants request advance payment or submit reimbursement claims, we recommend that you take into consideration the requirement to return state assistance payments should the land transaction not successfully close.

- Quarterly MCG payment reimbursement requests will be accepted prior to submission of a final closeout reimbursement request. Approved project design, required permits and landowner permissions must be in place to submit a reimbursement request.

- Quarterly Narrative Reports must be submitted within 30 days from the end of the quarter. The reports should summarize how the project progressed towards meeting project objectives and deliverables during the quarter.

Quarterly Expenditure Reports, detailed by object of expense as defined in the MCG Attachment B-1 Expenditure Based Budget, must accompany the quarterly Narrative Reports, within 30 days from the end of the quarter. These reports must correlate to subsequent vouchers submitted for reimbursement payment.

Final Report must be submitted and approved by the Department prior to the release of the final contract payment to the Grantee. The Contractor must submit the Final Report no later than 60 days after the end of the contract period. The Final Report should report on all aspects of the program and detail how the grant funds were utilized in achieving the goals set forth in the approved MCG Attachment C Work Plan. Copies of appropriate documents (i.e., inventory and/or management plan) must be submitted and approved by the Department.

A Department on-site inspection may be required to confirm all work was completed in accordance with the approved project work plan.

Satisfactory Progress

Grant recipients are expected to show satisfactory progress with the development of a project workplan and implementation of the project. Satisfactory progress includes, but is not limited to, timely submission of all necessary documents needed for contract execution, such as, required proofs of insurance, and an M/WBE Utilization Plan. A grantee must also submit timely quarterly payment requests, quarterly narrative reports, quarterly expenditure reports, and a final project summary report. Successful applicants are expected to manage their WQIP projects in accordance with the terms and condition of the State of New York Master Grant Contract. Failure to make satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the termination of any financial obligation of the State.

Operation and Maintenance of Completed WQIP Projects

Grant recipients are fully responsible for ensuring the proper and efficient monitoring operation and maintenance of the project satisfactory to the Department, including, but not limited to, retaining a sufficient number of qualified staff and ensuring performance or required tests and requirements. After completion of the project, the grantee shall, for a period of time appropriate for the type of project (the useful life of the project as provided in State Finance Law § 61[18]), which ranges from five to thirty years, operate the project or otherwise cause the project to be operated properly and in a sound and economical manner and shall maintain, preserve and keep the project, or cause the project to be maintained, preserved and kept, in good repair, working order and

condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the project may be operated properly in a manner consistent with the performance standards for the project, with the contract and with the requirements of any related permit or other governmental approval of the project.

Proposed Project Timeline and Contract Terms

The Department expects the term of each contract to be consistent with the project timeline proposed in the grant application. The initial term of each contract (other than Land Acquisition for Source Water Protection projects) will need to fall between May 2, 2022 and May 1, 2027. Applicants should not apply if they do not expect their project to be complete by May 1, 2027.

For Land Acquisition for Source Water Protection projects, the initial contract term will need to fall between August 1, 2021 and July 31, 2026.

All project costs must be incurred between the start and end dates of the contract to be eligible for reimbursement, or to be used as match for the grant.

Application Limits

Only 1 application may be submitted per project in any given round. Projects that receive funding in one round will not receive additional funding in a subsequent round, even if project costs were higher than originally anticipated. The only exception is projects that are being completed in phases which can receive funding for multiple phases of the same project. If an applicant applies for funding and does not receive an award, they may apply again for the same project in a subsequent round. Applicants are limited to 5 applications per round.

What to Expect If You Receive an Award

Notification of Award

Applicants selected to receive a grant award will be notified by email and in an official Department award letter.

IMPORTANT NOTE: By accepting an award, applicant agrees to abide by all Master Contract for Grants (MCG) or purchase order terms and conditions. Any changes to the terms and conditions will not be accepted and may affect applicant's award.

State of New York Master Contract for Grants (MCG)

Applicants selected to receive a grant award are expected to execute a MCG within 120 days from the time of their award notification. Failure to submit timely required MCG documents could cause a grantee to lose their grant award. Applicants should review and be prepared to comply with all MCG terms and conditions should grant funding be awarded. The MCG and attachments include:

- MCG Grants Face Page
- Standard Terms and Conditions (NYS standard terms and conditions)

- Attachment A-1 Program Specific Terms and Conditions (Agency and Program specific terms and conditions)
- Attachment B-1 Expenditure Based Budget (project expense categories and detail)
- Attachment C Work Plan (project objectives, tasks and performance measures)
- Attachment D Payment and Reporting Schedule (claims for reimbursement and grant reporting provisions)

IMPORTANT NOTE: Project related costs must be incurred within the term of the MCG to be considered eligible for reimbursement or match. Contract payments will not be approved or processed by the DEC until a MCG is fully approved by the DEC, and as applicable the Attorney General and the State Comptroller. All contracts must be approved by the contract start date of which will be determined at the time of an official award.

Signage Requirements

The Department may require the installation of a project sign (2' x 4') that identifies the Environmental Protection Fund or the Clean Water Infrastructure Act as a source of funding as outlined in the requirements and specifications attached to and made part of the MCG as an attachment.

For projects with multiple funding sources the Contractor acknowledges that a portion of this grant is funded by the Department as a Water Quality Improvement Project. The Contractor agrees to identify the Department as a source of funding for this project in any communications to the public.

MCG Requirements

Applicants (referred to as "Contractor" following award of Grant Contract) should be prepared to comply with the following MCG requirements:

I. Insurance Requirements
Contractor will be required to carry appropriate insurance as specified in the MCG or Letter of Agreement (for awards less than $10,0000, Attachment A-1 Program Specific Terms and Conditions, and agree that each project consultant, project contractor and project subcontractor secures and delivers to the contractor appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. Policies must name the contractor as an additional insured, with appropriate limits, covering contractor's public liability and property damage insurance, contractor's contingency liability insurance, "all-risk" insurance and workers compensation/disability benefits coverage for the project.

II. Permit Requirements (if applicable)
Contractors agree to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all

relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

III. State Environmental Quality Review (SEQR) Documentation
With respect to the project, the Contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the DEC. The Contractor has notified, and shall continue to notify, the DEC of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

Vendor Responsibility Questionnaire

Not-For-Profit contractors, and/or subcontractors of all awardees, are subject to a vendor responsibility review by the State to ensure public dollars are being spent appropriately with responsible contractors. Landowners selling property or a conservation easement to an applicant in the Land Acquisition category are also considered sub-contractors and are subject to vendor responsibility requirements. A vendor responsibility review may include a contractor and/or subcontractor to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity. To enroll in and use the NYS VendRep System, see the VendRep System instructions available at http://www.osc.state.ny.us/vendrep/enroll.htm, or go directly to the VendRep System at https://portal.osc.state.ny.us

Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. By entering into a Contract, the Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additional detail on the Iran Divestment Act can be found in the MCG, Attachment A-1 Program Specific Terms and Conditions.

Minority/women Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) Requirements

The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

Applicants subject to executing a future NYS Master Contract for Grants agree, in addition to any other nondiscrimination provision of the MCG and at no additional cost to the Department, to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements

include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

Failure to comply with M/WBE and EEO requirements may result in a Department finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages or enforcement proceedings.

Please refer to the NYS Master Contract for Grants - Article IV (J) and Attachment A-1 Program Specific Terms and Conditions - Article X, to review M/WBE and EEO requirements. Required M/WBE and EEO related forms can be found at http://www.dec.ny.gov/about/48854.html

- The local government is responsible for designating someone to serve as their Affirmative Action representative. The governing body should make this designation through official means.
- A list of certified M/WBE enterprises can be obtained via the internet from the NYS Department of Economic Development at https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=9885
- Contracts which meet the established M/WBE-EEO thresholds require the Contractor to submit Quarterly Reports, https://www.dec.ny.gov/about/48854.html, detailing payments made by the Prime Contractor to NYS Certified M/WBEs.
- For purposes of this procurement, the Department hereby establishes an overall goal of up to **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- **MWBE Responsibilities & Requirements** Document
    - Contractors must read, sign, and submit the NYSDEC MWBE Responsibilities & Requirements document as part of the grant application. This document describes the MWBE requirements and provides directions for completing the required MWBE Utilization Plan form and subsequent Quarterly Reports.

      DEC M/WBE Compliance
      NYS Department of Environmental Conservation
      Bureau of Contract and Grant Development/MWBE Program
      625 Broadway, 10th Floor
      Albany, New York 12233-5028
      Phone: (518) 402-9240
      Fax: (518) 402-9023

Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(a) Contract Goals
The Department hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/veterans/. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

Please refer to Attachment A-1 Program Specific Terms and Conditions - Article XI, to review SDVOB requirements.

Procurement of Contractors/Subcontractors

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money. Failure to comply with these requirements could jeopardize full reimbursement of your approved eligible project costs.

Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are

found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas https://www.access-board.gov/guidelines-and-standards.

Executive Order 14

By submitting an application pursuant to this grant opportunity, the applicant certifies that it is neither a “Russian entity” or “Supporting entity” as defined by the New York State Executive Order 14, issued February 27, 2022.

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

August 8, 2022

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on August 8, 2022, at _____ o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and

Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. ___ - 2022

OF

AUGUST 8, 2022

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $35,531,976, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $35,531,976 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recitals

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the

Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP");

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is undertaking Phases III and IV of the LTCP consisting of the North Interceptor Improvements Project, as described in the "Preliminary Engineering Report Addendum" prepared by Arcadis of New York, Inc. dated May, 2021 and on file in the office of the City Clerk (the "Phase III Project") and the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and on file in the office of the City Clerk (the "Phase IV Project" and collectively referred to hereinafter as the "Phase III and Phase IV Projects");

WHEREAS, by resolution No. 189-2021 adopted on August 9, 2021, the City Council determined that the Phase III and Phase IV Projects constitute "Type II" actions pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, "SEQRA") and that no further review for SEQRA purposes is required;

WHEREAS, on November 8, 2021, the City Council of the City adopted a bond resolution authorizing the issuance of bonds in the aggregate principal amount of $32,310,000 to finance the costs of the Phase III and Phase IV Projects;

WHEREAS, by resolution No. 163-2022 adopted on July 11, 2022, the City Council amended said bond resolution adopted on November 8, 2021 to (i) authorize bonds in the principal amount of $31,394,650 for the Phase III Project, an increase from the $15,600,000 bonds previously authorized for said Phase III Project, and (ii) eliminate the $16,700,000 bonds authorized for the Phase IV Project;

WHEREAS, the City is currently paying the planning and design costs of the Phase IV Project from another bond authorization and funds made available to the City pursuant to the American Rescue Plan Act of 2021 and stated in the recitals to the July 11, 2022 amending bond resolution that upon the completion of the planning and design of the Phase IV Project, the City Council would adopt a separate bond resolution to authorize financing for said Phase IV Project;

WHEREAS, the City has now determined that the cost of the Phase IV Project is estimated to be $35,531,976 and it is necessary to authorize bonds in the amount of not to exceed $35,531,976 for the Phase IV Project, an increase from the $16,700,000 bonds previously authorized for said Phase IV Project.

NOW, THEREFORE,

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

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to finance the cost of the Phase IV Project (as defined in the recitals hereof). The estimated maximum cost of said Phase IV Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $35,531,976 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $35,531,976 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and application of any grant monies received or expected to

be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation ("EFC") or from any other source to be expended towards the cost of the Phase IV Project thereof or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of $35,531,976 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed $35,531,976 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

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

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and

interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation notes to EFC pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the Director of Finance. The Director of Finance is hereby further authorized to execute, on behalf of the City, a project financing and loan agreement, and any other agreements with EFC, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to EFC.

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

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

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

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

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

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

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

Section 10. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in *"The*

Sentinel," *"The Mid Hudson Times,"* and *"The Hudson Valley Press,"* three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The resolution was declared adopted.

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

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on August 8, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of August, 2022.

(SEAL)

_____
City Clerk

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

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on August 8, 2022, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

RESOLUTION NO. _____ OF 2022

BOND RESOLUTION DATED AUGUST 8, 2022

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $35,531,976, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $35,531,976 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of Phase IV of the Long Term Control Plan consisting of the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and on file in the office of the City Clerk, at the total estimated maximum cost of $35,531,976

period of probable usefulness: forty (40) years

amount of obligations to be issued: $35,531,976

A complete copy of the Bond Resolution summarized above and such engineering reports shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: August 8, 2022
Newburgh, New York

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION CONSENTING TO AND ENDORSING THE APPLICATION OF RIVERKEEPER FOR A NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION RESTORING FISH PASSAGE THROUGH BARRIER REMOVAL GRANT FOR THE HOLDEN DAM REMOVAL PROJECT

WHEREAS, the Infrastructure Investment and Jobs Act provided the National Oceanic and Atmospheric Administration with $65 million in funding for fish passage through the removal of in-stream barriers in FY2022 which will support transformational projects that reopen migratory pathways and restore access to healthy habitat for fish around the country through the implementation of locally-led removals of dams and other in-stream barriers to rebuild sustainable fisheries, contribute to the recovery of threatened and endangered species, enhance watershed health, and improve economic vitality; and

WHEREAS, Riverkeeper is committed to the restoration of free flowing waters on the Quassaick Creek by supporting dam removal projects to eliminate dams without functional purpose that contribute to the decline of fish and other imperiled aquatic life and mitigate effects of climate change by reducing the impacts from impounded water that may occur during intense rain events; and

WHEREAS, Riverkeeper proposes to submit an application to the National Oceanic and Atmospheric Administration Restoring Fish Passage through Barrier Removal program for a grant to fund the removal the Holden Dam along the Quassaick Creek, a site located within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, the City of Newburgh is committed to removing the Holden Dam, and fully supports Riverkeeper's efforts to reverse the effects of climate change, protect the City's watershed, and for dam removal across the Hudson River Estuary and in the Quassaick Creek to provide the highest biological and ecological benefit to the river's aquatic species and habitat - particularly river herring and eel;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby consents to and endorses the application of Riverkeeper for a grant under the National Oceanic and Atmospheric Administration Restoring Fish Passage through Barrier Removal program for the Holden Dam Removal Project; and

BE IT FURTHER RESOLVED, that that the City Manager be and he is hereby further authorized to execute any documents in connection with such grant application and award and to take all measures that may be appropriate and necessary to administer the programs funded thereby.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CDW GOVERNMENT, LLC FOR PROFESSIONAL SERVICES TO IMPLEMENT CISCO DUO MULTI-FACTOR AUTHENTICATION AT AN IMPLEMENTATION COST OF $11,988.00 AND ANNUAL LICENSE FEE OF $3,000.00

WHEREAS, the City of Newburgh received a proposal from CDW Government, LLC to assist the City with implementing Cisco DUO multi-factor authentication services for remote users; and

WHEREAS, the services include an implementation cost of $11,988.00 and an annual license fee of $3,000.00 with funding derived from A.1680.0205; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with CDW Government, LLC for services related to Cisco DUO multi-factor authentication services for remote users at an initial cost of $11,988.00 and annual license fee of $3,000.00.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 12, 2022 TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTION TO ENTER INTO A SITE DEVELOPMENT AGREEMENT WITH THE KEARNEY REALTY & DEVELOPMENT GROUP INC. FOR THE TRANSFER AND REDEVELOPMENT OF PROPERTIES LOCATED AT 137 SMITH STREET (SECTION 12, BLOCK 4, LOT 4.1), 140 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 10), AND 146 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 2.1)

WHEREAS, the City of Newburgh issued Request for Proposals ("RFP") No. 6.21 for the redevelopment properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1) (collectively the "Properties"); and

WHEREAS, the Mayor's Strategic Economic Development Advisory Committee ("SEDAC") reviewed all of the proposals submitted in connection with the RFP and recommended the proposal to redevelop the Properties set forth by the Kearney Realty & Development Group Inc. to the City Council; and

WHEREAS, the Properties are considered "Urban Renewal" property and thus subject to several requirements contained in the New York State General Municipal Law, one such requirement being conducting a public hearing in connection with a potential sale; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions to enter into a site development agreement for the redevelopment and sale of the Properties; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 12th day of September, 2022 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, in the event that due to public health and safety concerns related to COVID-19, the state of emergency as set forth in Governor Hochul's Executive Order 11.1, as amended, is extended, and consistent with Chapter 1 of the Laws of 2022, the September 12, 2022 City Council meeting will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed action as follows:

To view the livestream of the City Council Meeting visit: https://www.cityofnewburgh-ny.gov/live-video-streaming.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://us06web.zoom.us/webinar/register/WN_iXnu2aL6SDux4H1Afi0eDQ. Please note that there is an underscore between the "N" and "i").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, September 12, 2022 through the Zoom App: https://us06web.zoom.us/webinar/register/WN_iXnu2aL6SDux4H1Afi0eDQ. Please note that there is an underscore between the "N" and "i"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, September 12, 2022. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

THE KEARNEY REALTY & DEVELOPMENT GROUP INC.

DATED AS OF _____, 2022

Regarding:
137 Smith Street, Tax ID 12-4-4.1
140 Montgomery Street, Tax ID 12-4-10
146 Montgomery Street, Tax ID 12-4-2.1
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

THIS SITE DEVELOPMENT AGREEMENT ("Agreement") dated _____, 2022 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("City") and The Kearney Realty & Development Group Inc., a domestic business corporation having an address of 57 Route 6, Baldwin Place, New York 10505 ("Developer").

W I T N E S S E T H:

WHEREAS, the City is the owner of three (3) parcels of property, all located in the City of Newburgh, and more accurately referred to as: (1) 137 Smith Street [Section 12, Block 4, Lot 4.1]; (2) 140 Montgomery Street [Section 12, Block 4, Lot 10]; and (3) 146 Montgomery Street [Section 12, Block 4, Lot 2.1] on the official tax map of the City of Newburgh, (collectively referred to herein as the "Property"); and

WHEREAS, the City desires to provide for the redevelopment of the Property for residential and commercial (i.e. mixed-use) uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the City selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the City for the purposes of developing the Property, and City desires to convey the Property to the Developer pursuant to the terms set forth in this Agreement; and

WHEREAS, the Developer acknowledges that the City is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Agreement; and

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to City, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.01 Definitions. Any terms set forth in this section shall have the meanings ascribed to them for all purposes of this Agreement, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits actually issued from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements. "Approvals and Permits"

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shall also mean all applications for building permits, licenses, permits and permissions to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

"Architect" shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to City.

"Awards" shall mean grants, loans, or any other funding from a Governmental Authority, as Governmental Authority is further defined herein.

"Business Day" shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

"Certificate of Occupancy" shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

"City" shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, New York 12550, its successors and/or assigns.

"Claims" shall mean any and all claims (whether in tort, Agreement or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

"Closing Date" shall mean the date of closing of title pursuant to Section 3.03.

"Closing Deadline" shall mean the date which is set forth in Schedule "C" as the closing deadline.

"Developer" shall mean **The Kearney Realty & Development Group Inc.**, its successors and/or assigns to the extent permitted under Section 12.01 of this Agreement.

"Earnest Money" shall mean the amount payable pursuant to Section 4.01(a).

"Force Majeure" shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of

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any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a person, whether such interest is based on the common law, statute or agreement, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a "person" shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in connection with Closing.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York Stated Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including but not limited to a site plan that includes a landscaping plan, a drainage plan, pedestrian and vehicle ingress and egress, a floor plan, mark-outs for water, sewer and utilities, exterior materials, colors and elevations, parking, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

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"Project" shall mean the development project, which shall include new construction permitted in the applicable zone(s) in accordance with all state and local code requirements, and as further set forth in this Agreement.

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Agreement.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Related Party" shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

"Title Insurer" shall mean such title insurance company as shall be mutually acceptable to the City and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 Interpretation. As used in this Agreement, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Agreement, unless the context clearly requires otherwise.

ARTICLE 2
DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to City in conjunction with the conveyance of the Property:

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(a) Developer is a domestic business corporation duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Agreement and any other documents required by the Parties to effectuate this Agreement including. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Agreement.

(b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Agreement.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project.

(d) If Developer's financial capacity to complete the project relies, in whole or in part, on an Award from a Governmental Authority, Developer shall provide the name of the Award and the Governmental Authority charged with review and issuance of the Award contemporaneous with the signing of this Agreement. Developer represents to the best of its knowledge that it is qualified to apply for and receive said Award, and the Award may be used to fund the Project. Unless already awarded or received, Developer shall promptly apply for said Award(s) and provide the City with timely updates on application deadlines, expected Award determination dates, and actual Award funding dates.

(e) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(f) All certificates or statements furnished to the City by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

(g) Additional Developer representations unique to this Project are annexed hereto as "Schedule E" and are fully incorporated into this Agreement and made part hereof.

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ARTICLE 3
CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Agreement, and subject to the further terms of this Agreement, City shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Agreement, the Property in the City of Newburgh, Orange County, the Property, which includes:

(a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
(b) all Improvements constructed or situated on the Land as of the date of Closing;
(c) all right, title and interest currently held by the City, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
(d) all appurtenances and all the estate and rights currently held by the City in and to the Land.
(e) the appurtenances and all the estate and rights currently held by the City in and to the Land and Improvements; and
(f) all right, title and interest currently held by the City, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Agreement as the "Equipment")

SUBJECT TO the any easements or rights-of-way of record.

SECTION 3.02. Title; Permitted Exceptions. City shall convey fee simple title to the Property in accordance with the terms of this Agreement, subject only to the following exceptions (collectively referred to as the "Permitted Exceptions"):

(a) the matters set forth in Schedule "B" attached hereto;
(b) statutory liens for current taxes, assessments or other governmental charges not yet delinquent; and
(c) zoning, entitlement and other land use and environmental regulations by the City, provided that such regulations have not been violated.

SECTION 3.03 Closing. Except as otherwise provided in Schedule C, the closing of title pursuant to this Agreement (the "Closing") shall take place at 10:00 a.m. on a specific date determined by the parties, but in no event later than 24 months from the date of this Agreement, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

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ARTICLE 4
PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be $200,000.00, payable as follows:

(a) The Developer shall pay to the City a down payment of $20,000.00 (the "Earnest Money") upon the execution of this Agreement, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.
(b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
(c) The balance of the Purchase Price shall be paid to the City at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Agreement, unless otherwise specified in this Agreement shall be paid by:

(a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the City;
(b) Official bank checks drawn by any such banking institution, payable to the order of the City; or
(c) Wire transfer to an account specified by Seller.

ARTICLE 5
CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

(a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Agreement, but without the right to receive a refund of the Earnest Money and any costs incurred by Developer in connection with the Project.

(b) Developer shall be deemed to have waived all contingencies if written notice is not given to City on or prior to the Closing Date.

SECTION 5.02 Conditions to City's Obligations. In addition to the conditions otherwise set forth herein, City's obligations to convey the Property shall be contingent upon the following conditions:

(a) Developer shall have paid the Purchase Price as provided in Article 3 of this Agreement.
(b) Developer shall have deposited all Required Guarantees, if any, required by this Agreement.
(c) Developer shall have obtained all required Approvals and Permits for the Project.

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(d) Developer shall not be in default under this Agreement.

SECTION 5.03 City's Right to Terminate. City shall have the right to terminate this Agreement by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Agreement. Upon termination by either party pursuant to this Agreement, this Agreement shall be null and void, and no action, claim or demand may be based on any term or provision of this Agreement, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6
COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of City.

(a) Design and Approvals:

i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the City's land use boards in what Developer's Architect reasonably believes is sufficient time for review and approval prior to the Closing Deadline, provided the same does not conflict with or surpass the Closing Deadline.

ii. Developer shall use commercially reasonable efforts to obtain all necessary Approvals and Permits at least 30 days prior to the Closing Deadline.

iii. Developer shall receive City's prior written approval, not to be unreasonably withheld or delayed, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of any Public Improvements. The City may reasonably withhold prior written approval, apart from any other considerations, unless and until (1) Developer provides an insurance company bond to the City for the City's estimated value of any public improvements, plus 20 percent; and (2) any of Developer's architects, engineers, and contractors specifically agree to complete work for City, at City's request, in the event of Developer's default. City hereby approves the following, should Developer desire to engage any or all of them for the Project: Coppola Architectural, P.C. (for architectural services), Insite Engineering, Surveying & Landscape Architecture, P.C. (for civil engineering and related services), and Tern Construction & Development, LLC (as general contractor).

iv. If any lien is filed or asserted, including, without limitation, any lien for the performance of any labor or services or the furnishing of materials, whether or not valid, as a result of any act or omission of Developer, or any person or entity claiming by, through or under Developer, and made against the Property or any part thereof in the interest therein of the City, or the interest

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therein of a Party under this Agreement, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or liens being contested as permitted by this Section, then Developer, upon receipt of notice of the filing, assertion, entry or issuance of such lien (regardless of the source of such notice) shall give written notice thereof to City within 5 business days and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the City for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against City's interest in the Property. The Developer may, at its sole expense contest, after prior written notice to the City, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (1) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Agreement, of the Sell or Developer or against any of the rentals or other amounts payable under this Agreement, (2) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (3) City would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (4) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the City being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the City that the Developer shall indemnify and hold the City harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and the Developer shall provide to the City such security as the City may reasonably require.

v. At the written request of the City, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

(b) Construction. In construction of the Project, Developer:

i. Shall at its own cost and expense use commercially reasonable efforts to obtain all Approvals and Permits;

ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;

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iii. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Agreement.
iv. Shall pay all proper accounts for work done or materials furnished under all Agreement which it has entered into relating to the construction of the Project.

SECTION 6.02 City's Covenants. City covenants that it will comply with the following covenants between the date of this Agreement and the Closing, unless this Agreement is earlier terminated in accordance with its terms:

(a) The City shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer. The City shall deliver the Property to Developer at Closing free of leases, occupants and tenancies.
(b) The City shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Agreement.
(c) City hereby agrees that it will issue consents in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Agreement (including but not limited to the Approvals and Permits), subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the City harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Agreement upon or about the Property or resulting from, arising out of, or in any way connected with (1) breach of the representations and warranties set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property by Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"); (4) any defects, whether latent or patent, in the Improvements constructed or renovated by Developer or its Permittees; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof by Developer or its Permittees; or (6) any act or omission of Developer or any of its Permittees, including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Agreement, but excluding liability caused by the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written

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notice from Seller, shall defend that action or proceeding by competent counsel reasonably acceptable to Seller.

ARTICLE 7
OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to City within sixty (60) days of the date of this Agreement. Service of the updated title report shall constitute notice of the Developer's objections to title, as said objections might be outlined in a Schedule B or Schedule B-1. City shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report. Developer shall be deemed to have waived any objections to title if not made within (10) days after furnishing the title report to the City, or within ten (10) days after receiving an update to the title report with respect to exceptions contained in such update which were not raised in any prior report.

SECTION 7.02 Developer's Right to Terminate. If City is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Agreement, Developer may elect to accept such title as City may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Agreement upon thirty (30) days' notice to City. Upon such termination, the Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8
DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Agreement.

ARTICLE 9
SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. At Closing, Seller shall convey the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever. After Closing, any costs related to the Property will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer

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assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Agreement shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or Agreement to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the City of Newburgh zoning code or a use variance. In the event of any proposed modifications by the Developer to its proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Agreement obligates the City, the Seller, or any other governmental body to provide for such approvals. Any risks associated with obtaining land use board approvals shall be exclusively borne by the Developer. The Project shall conform with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

(a) City grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project. Developer shall provide a copy of any such report(s) to City (which obligation shall not extend to attorney-client privileged materials or other confidential materials).

(b) Developer may terminate this Agreement on or before 180 days after the date of this Agreement, but without the right to receive a refund of the Earnest Money, in the event such report indicates the presence of any objectionable material as contemplated in paragraph (a).

(c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.

(d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples

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as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. City shall have the right to be present during all testing and sampling and survey work.

(e) Developer shall pay all costs and expenses of such investigation and testing. Developer shall indemnify and hold City harmless from and against all costs and liabilities relating to Developer's activities, but expressly excluding losses, costs and expenses arising out of latent defects, the displacement or disturbance of unknown pre-existing conditions, the negligence or misconduct of City, or any diminution in value in the Property arising from, or related to, matters discovered by Developer during its investigation of the Property. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to City prior to having access to the site.

ARTICLE 10
CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 City's Closing Obligations. At the Closing, the City shall deliver the following to the Developer:

(a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Agreement.
(b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the City in and to any Equipment on the Property, if any.
(c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
(d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the City's name.
(e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S
(f) Subject to Permitted Exceptions, possession of the property in the condition required by this Agreement.
(g) Exclusive possession of the Property in the condition required by this Agreement, subject to the Permitted Exceptions.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

(a) Developer shall deliver to City the portion of Purchase Price payable at Closing.

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(b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
(c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the City to the Closing Date.

ARTICLE 11
DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

(a) Termination of Agreement by Seller. Upon the occurrence of any default under this Agreement by Developer, Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Agreement shall terminate on the date specified in such notice, which shall be not less than fifteen (15) days after the date of such notice. Upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement shall terminate, unless such default is cured prior to the end of such notice period. The termination of this Agreement does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Agreement, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages. The termination of this Agreement and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer will not be liable for additional damages or for specific performance.

(b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Agreement shall terminate on the date specified in such notice, which shall not be less than fifteen (15) days after the date of such notice. Upon the date specified in the notice, this Agreement shall terminate. The termination of this Agreement shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Agreement, which shall survive. If Seller defaults under this Agreement, this provision does not preclude Developer from seeking specific performance of this Agreement but Developer shall have no right to seek monetary damages from Seller for Seller's defaults hereunder.

SECTON 11.02 Force Majeure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by Force Majeure, then performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall

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give the other party notice and full particulars of the Force Majeure within a reasonable time after the event occurs. The parties may agree to further time extensions pursuant to this section upon mutual written consent.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

ARTICLE 12
MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Agreement without the prior written consent of the Seller, which shall be at the discretion of the Seller. City hereby consents to the assignment of this Contract to any assignee owned or controlled by Developer, or under common control with Developer. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver ofay other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws

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principles that may apply. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Agreement.

SECTION 12.06 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

Kearney Realty & Development Group, Inc.
57 Route 6
Baldwin Place, New York 10505

with a copy to:

Levine & Levine, PLLC
attn.: Dale J. Lois, Esq.
2 Jefferson Plaza, Suite 100
Poughkeepsie, New York 12601

Seller as follows:

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City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Office of the Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Agreement or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Not applicable.

SECTION 12.12 No Partnership or Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in its individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14. All Terms Material. All of the terms contained in this Agreement are individually and collectively material to this transaction, with the City and Developer having relied on each and every term in entering into this Agreement. Any terms not contained in this Contract have been deliberately excluded and are not material to this transaction.

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SECTION 12.15 Withdrawal of Offer. This Agreement shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Agreement returned to Developer on or before _____ (approximately 45 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller: City of Newburgh

By: _____
Todd Venning, City Manager
Per Resolution No.: _____-2022

Developer: The Kearney Realty & Development Group Inc.

By: _____
Kenneth Kearney, President

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____
Notary Public

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Kearney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her

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capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

Notary Public

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SCHEDULE A
DESCRIPTION OF THE PROPERTY

ALL THOSE TRACTS OR PARCELS OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as:

1. 137 Smith Street, being more accurately described as Section 12, Block 4, Lot 4.1 on the Official Tax Map of the City of Newburgh.

2. 140 Montgomery Street, being more accurately described as Section 12, Block 4, Lot 10 on the Official Tax Map of the City of Newburgh.

3. 146 Montgomery Street, being more accurately described as Section 12, Block 4, Lot 2.1 on the Official Tax Map of the City of Newburgh.

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SCHEDULE B
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way of record as of the date of this Agreement;

2. Such easements, covenants, reservations, encumbrances or restrictions as are of record as of the date of this Agreement;

3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;

4. Real estate taxes and assessments that are a lien but not yet due and payable;

5. Any state of facts a survey or personal inspection of the premises would disclose as of the date of this Agreement.

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SCHEDULE C
PROJECT AND DEVELOPMENT DEADLINES

1. Within ninety (90) days of the execution of this Agreement, the Developer shall submit a Request for Informational application to the City of Newburgh for the Project that described the development proposal in accordance with this Agreement.

2. Closing Deadline: Twenty-four (24) months from the date of this Agreement. By the Closing Deadline, Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.

    a. Developer may make a written request to the City Manager for an extension of the twenty-four (24) month Closing Deadline period. Such request shall be accompanied by a non-refundable fee of $750.00 ($250.00 per parcel), payable to the "City of Newburgh." The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close up to, but not to exceed, six (6) months, as measured from the end of the original Closing Deadline. Developer's diligent pursuit of Approvals and Permits, Awards and a Project Mortgage shall constitute good cause for the City Manager to grant such extension.

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SCHEDULE D
SAMPLE DEED

THIS INDENTURE, made the _____ day of _____, in the year two thousand nineteen

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

THE KEARNEY REALTY & DEVELOPMENT GROUP INC., a domestic business corporation company having an address of 57 Route 6, Baldwin Place, New York 10505, party of the second part.

WITNESSETH, that the party of the first part, in consideration of two hundred thousand and 00/100 dollars ($200,000.00) paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as:

1. 137 Smith Street, being more accurately described as Section 12, Block 4, Lot 4.1 on the Official Tax Map of the City of Newburgh.

2. 140 Montgomery Street, being more accurately described as Section 12, Block 4, Lot 10 on the Official Tax Map of the City of Newburgh.

3. 146 Montgomery Street, being more accurately described as Section 12, Block 4, Lot 2.1 on the Official Tax Map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises as indicated in a deed from _____, Director of Finance and Enforcing Officer of the City of Newburgh, to the City of Newburgh, dated _____, and recorded in the Orange County Clerk's Office on _____, in Liber _____ of Deeds at Page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

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

IN PRESENCE OF: THE CITY OF NEWBURGH

BY: _____
Todd Venning, City Manager
Pursuant to Resolution No.: _____-2022

RECORD & RETURN TO:

Levine & Levine, PLLC
attn.: Dale J. Lois, Esq.
2 Jefferson Plaza, Suite 100
Poughkeepsie, New York 12601

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

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

_____

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SCHEDULE E
ADDITIONAL DEVELOPER REPRESENTATIONS

1. Developer's is fully familiar with the City's zoning laws and requirements. Developer's plan does not contemplate requests for use variances or area variances, with the exception of an area variance for off-street parking.

2. Developer's plan shall include a central greenway and courtyard, community garden, rain garden, and community garden which comprise a minimum of approximately 2,000 square feet of space on the Premises.

3. Developer's plan shall include a permanent, on-site property manager to address residential and commercial tenant concerns.

4. Developer's plan shall include free wi-fi access for residential tenants.

5. Developer's plan shall include two (2) retail spaces comprising approximately 2,488 square feet and 2,829 square feet, respectively, subject to changes requested or required by City land use boards in connection with Developer's pursuit of the Approvals and Permits.

6. Developer's plan shall include a third retail space comprising approximately 1,580 square feet. Developer shall be responsible for obtaining a Certificate of Occupancy for a proposed retail use and renting said retail space to a minority or woman-owned business, where the principal operator of said business is a resident of the City of Newburgh, and rent is fixed at no greater than $10,400.00 annually ($866.67 monthly) for a period of 3 years. Thereafter, provided that said retail tenant is otherwise compliant in all respects with the lease in effect at the end of the third year, Developer shall offer subsequent renewal leases term(s) no less than one (1) year in length and rent increases (for the fourth and fifth years only) of no greater than four percent (4%) of the prior year's annual lease amount.

7. Developer's plan shall include approximately 101 residential units, serving households earning 40%, 60%, 80%, and approximately 110% of the then current Average Median Income for Orange County. Developer shall, subject to the review and approval by New York State Homes and Community Renewal's Fair and Equitable Housing Office, develop and administer an application process that gives priority rental preference to prospective tenants who:

   a) Currently reside within three (3) square miles of the project area.

   b) Can demonstrate that he/she/they had one or more ancestor(s) in a direct line of descendancy (i.e. parent, grandparent, great grandparent, etc.) who owned property that was later acquired by the Newburgh Urban Renewal Agency or was the subject of an "Urban Renewal Land Disposition Agreement."

8. Developer's final plan shall include a certification from Developer and Developer's Architect that its plan complies with both the New York State Energy Code and Leadership in Energy and Environmental Design ("LEED") minimum requirements.

9. Developer shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), as follows:

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a) Developer agrees to comply with federal regulations in 24 CFR part 75, which implements Section 3. Developer certifies that it is under no contractual or other impediment that would prevent it from complying with the Part 75 regulations.

b) Developer agrees to agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR Part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

c) Developer will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

d) Developer agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Developer agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, and eligible residents who reside within one (1) square mile of the Project Premises. If Developer is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

e) Developer shall offer opportunities to Section 3 Workers to attend social and networking events related to the Project, opportunities to attend project management meetings, and opportunities to meet and interact with Developer's senior management team throughout the course of the Project. Said efforts shall be documented in accordance with this paragraph (9).

f) Developer agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the City. Developer is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable. At a minimum, Developer shall complete and submit to City a "New York State Homes and Community Renewal Section 3 Sub Reporting Form & Greatest Extent Feasible Efforts Checklist" within the first six (6) months of the Project start and every six (6) months thereafter until Project completion. Developer shall also submit a final report at the completion of the Project.

g) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, penalties, and/or termination of this contract for default.

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RESOLUTION NO.: _____-2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO ELWYN C. CLARK TO THE PREMISES KNOWN AS 206 MONTGOMERY STREET (SECTION 10, BLOCK 3, LOT 21)

WHEREAS, on April 3, 2008, the City of Newburgh conveyed property located at 206 Montgomery Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 10, Block 3, Lot 21, to Elwyn C. Clark; and

WHEREAS, the attorney for the current owners, Vanessa Agard Jones and Shayla Sellars, has requested a release of the restrictive covenants contained in said deed; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 206 Montgomery Street, Section 10, Block 3, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated April 3, 2008, from THE CITY OF NEWBURGH to ELWYN C. CLARK, recorded in the Orange County Clerk's Office on April 14, 2008, in Liber 12649 of Deeds at Page 683 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2022

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION DECLARING TWO MODULAR BENCHES AS SURPLUS AND AUTHORIZING DISPOSITION TO THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT

WHEREAS, by Resolution No. 302-2020 of December 14, 2020, the City Council of the City of Newburgh accepted the donation of the modular street furniture from the Awesome Newburgh Foundation; and

WHEREAS, the City installed the modular street furniture throughout the City but has two unused and unassembled benches remaining; and

WHEREAS, the Newburgh Enlarged City School District has expressed interest in the two unused benches and proposes to install them in the plaza in the front of the Newburgh Free Library at 124 Grand Street; and

WHEREAS, the City Council has determined that declaring the two unused benches as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the two unused and unassembled benches are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus benches to the Newburgh Enlarged City School District.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH THE NEWBURGH MINISTRY, INC. FOR MICRO-UNIT CONSTRUCTION PRE-DEVELOPMENT COST REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED $50,000.00 UNDER THE CITIES RISE PHASE III GRANT

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant; and

WHEREAS, the mandate of the grant is for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 7-20 from qualified applicants seeking reimbursement for pre-development expenses for micro-unit construction, and has received a qualified response from an entity interested in using a grant award for said expenses; and

WHEREAS, the Department of Planning and Development recommends to the City Council that The Newburgh Ministry, Inc. be selected to receive a grant award for reimbursement of said pre-development expenses in an amount not to exceed $50,000.00; and

WHEREAS, funding for the grant award shall be derived from CG.8664.0471.3621.2021;

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with The Newburgh Ministry, Inc. for said reimbursement of pre-development expenses; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement with The Newburgh Ministry, Inc. for reimbursement of pre-development expenses for micro-unit construction in an amount not to exceed $50,000.00 under the Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.

SUBRECEPIENT AGREEMENT, CITIES RISE

This subrecipient agreement ("Agreement"), by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **THE NEWBURGH MINISTRY, INC.**, a New York not-for-profit corporation having a principal place of business at 9 Johnston Street, Newburgh, New York 12550 ("Sub-grantee"), is made as of _____, 2022, as follows:

RECITALS

A. The City was awarded funds under the Cities Responsible Investment and Strategic Enforcement ("Cities RISE") program from the New York State Attorney General's Office ("AG").

B. The City has been duly designated to carry out activities authorized by the terms of the Cities RISE program, specifically to launch innovative programs related to housing and strategic code enforcement.

C. One such program was designed to reimburse qualified applicants for reimbursement of pre-development expenses directly related to the creation of micro-unit apartments.

D. The City solicited proposals for this program in Request for Proposals #7.20, dated June 18, 2020 ("RFP").

E. The Sub-grantee submitted a proposal for funding which states the purpose, specific goals and objectives of its program, which is attached hereto and made a part of this Agreement as **Exhibit A**.

F. The City has identified Sub-grantee as competent, willing, and able to perform the services contained in its proposal, and now wishes to engage the Sub-grantee to carry out the objectives of the program as stated in the RFP.

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

ARTICLE I AWARD

1. The City hereby awards a cost reimbursable subaward, as described above, to Sub-grantee. The statement of work and budget for this subaward are as shown in **Exhibit A**. In its performance of subaward work, Sub-grantee shall be an independent entity and not an employee or agent of the City.

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ARTICLE II PAYMENT

1. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this Agreement that the Agreement of the City to fund the subaward, shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this subaward and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this Agreement.

2. Total payment under this Contract shall not exceed Fifty Thousand Dollars ($50,000.00) as payment for all eligible services incurred by Sub-grantee.

3. The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period.

ARTICLE III METHOD OF PAYMENT

1. Within thirty (30) days of the execution of this Agreement, and on a monthly basis thereafter for the term of this Agreement, the City shall pay Sub-grantee eligible reimbursable costs.

2. Payment for services shall cease upon termination of the Agreement or upon the payment of the amount stated in Article II(2), whichever occurs first. All payments for services are to be made from grant funds.

3. The City shall reimburse Sub-grantee not more often than monthly for allowable costs. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4th Floor, Newburgh, New York 12550.

4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date of **December 31, 2023**. The final statement of costs shall constitute Sub-grantee's final financial report.

5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Sub-grantee.

ARTICLE IV TERMINATION

1. Either party may terminate this agreement with thirty days written notice to the parties listed below. Upon receipt of notice of termination, the Sub-grantee agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.

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If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

The Newburgh Ministry, Inc.
9 Johnston Street
Newburgh, New York 12550

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

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

ARTICLE V NO ASSIGNMENT

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

ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Sub-grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Institution, the NYS Comptroller, and the NYS Attorney General, and the City, shall have access to the Records during normal business hours at an office of the Collaborator within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

2. Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Sub-grantee shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

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ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Sub-grantee, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Sub-grantee shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Sub-grantee agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:

    a. was known to Sub-grantee prior to receipt from the City, as evidenced through written documentation;
    b. was or becomes a matter of public information or publicly available through no fault on the part of Sub-grantee;
    c. is acquired from a third party entitled to disclose the information to Sub-grantee;
    d. is developed independently by Sub-grantee;
    e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Sub-grantee shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

ARTICLE VIII INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

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

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

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

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

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

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

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

1. No member or the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE X REPRESENTATIONS OF SUBGRANTEE

1. Sub-grantee acknowledges and agrees that services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

2. Sub-grantee will not use funds under this Agreement to: 1) engage in activities that are other than for the purposes stated in the RFP; 2) attempt to influence legislation, by propaganda or otherwise; or 3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

3. Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Sub-grantee agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

ARTICLE XI EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment

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advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

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

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

ARTICLE XII FACILITIES AND PERSONNEL

1. Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.

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

ARTICLE XIII INDEMNIFICATION

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

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

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

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

b. Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

i.	Property Damage Liability	$1,000,000 for each occurrence
ii.	Personal Injury Liability	$1,000,000 for each person $2,000,000 for each occurrence

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

SECTION XIV NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail, hand delivery, or sent by facsimile. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

The Newburgh Ministry, Inc.
9 Johnston Street
Newburgh, New York 12550

SECTION XV CLAWBACK/RECAPTURE PROVISION

1. Sub-grantee shall abide by any clawback or grant recapture determinations made by the City. Grounds for clawback or grant recapture shall include, but are not limited to: underperformance, inability to perform, negligence, insolvency, or fraud. Without limiting the foregoing, the City shall have the right to require Sub-grantee to repay the value of the grant pursuant to this Agreement, or as may be required by law. This paragraph shall survive for a period of six (6) years from the date of this Agreement.

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SECTION XVI MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.

2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.

3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow]

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

DATED: _____, 2022 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2022 THE NEWBURGH MINISTRY, INC.

By: _____
Name: Colin Jarvis
Title: Executive Director

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

On this ____ day of _____, in the year 2022, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On this ____ day of _____, in the year 2022, before me personally appeared Colin Jarvis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

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EXHIBIT A – SCOPE OF SERVICES

Reimbursement of development costs of up to $50,000.00 for between 53 units of permanent housing for formerly homeless individuals. Permanent housing location shall be at the premises currently known as 17 Johnston Street and 19 Johnston Street, Newburgh, New York 12550.

All work performed under this award must be completed by December 31, 2023.

Approved uses for funding are related to the proposed project include:

- Land survey
- Property Appraisal
- Feasibility Study
- Architectural Design Fees
- Engineering Design Fees
- Phase I and Phase II Environmental Work

Terms of grant are to reimburse for actual costs. In order to receive payment reimbursement for the services above, Sub-grantee must provide the following information with each invoice, plus any information required in this Agreement:

- Copy of contractor or sub-contractor invoices
- Proof of payment of said invoices
- Report on status of project / milestones

Sub-grantee shall also comply with the following material terms as part of its grant award:

- Micro-unit must be made available exclusively to tenants whose incomes are less than 80% of the Area Median Income ("AMI"), as established by HUD.
- Rent charged for the micro-unit shall not exceed 30% of the tenant's actual income.
- Written leases must be provided to all tenants.
- Sub-grantee shall report rental income on the micro-unit to the City of Newburgh annually and, upon request, provide the City of Newburgh with a copy of written lease agreement(s) with the tenant(s) of the micro-unit.
- Each micro-unit must be kept income restricted in accordance with the above for at least 5 years, as measure from the date of first occupancy for each micro-unit.
- Micro-units (after rehabilitation) shall comply will all applicable City housing and building codes, including the City of Newburgh Rental Registry ordinance.
- Applicant must submit stamped design plans pursuant to any City of Newburgh Land Use Board approvals.

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NEWBURGH MINISTRY
THE POWER OF COMPASSION

9 Johnston Street
PO Box 1449
Newburgh, NY 12551
fax: 845.561.5087

newburghministry.org
phone: 845.561.0070

July 5th, 2022
City Hall
C/O Alexandra Church, AICP
83 Broadway
Newburgh NY 12550

Dear Ms. Church,

The Newburgh Ministry is pleased to present the enclosed proposal outlining the Ministry's plan to build 53 units of supportive housing on the property next door to the Ministry's 9 Johnston Street location. The project spotlight's the Ministry's relentless efforts to address the desperate need for low-income supportive housing particularly for the most vulnerable among us. As you are aware, there continues to be a widening gap between those who can afford rental housing and those who are on fixed income. The latter simply cannot afford rental units in the city of Newburgh. Existing data from the county indicates the problem of homelessness across the county continues to rise. Lack of availability and affordability of housing in the city of Newburgh only serves to further compound the problem. The Newburgh Ministry views this building project as one small part of the addressing the problem.

The Ministry see funding as outlined in the attached proposal to reimburse pre-development costs associated with the building project as well as projected future costs of the project. The Ministry's Board of Directors and Executive Leadership Team are grateful for the support the City has extended thus far and looks forward to further collaboration as this Project continues to develop.

Sincerely,

Colin Jarvis
Executive Director
The Newburgh Ministry, Inc.

NOTICE

RFP# 7.20

Date Issued: June 18, 2020 (Revised October 20, 2020)

Request for Proposals (RFP) for Design and Predevelopment Fees for Micro-Unit Conversion or Construction

Purpose of the Proposal

The City of Newburgh is seeking proposals from for-profit and non-profit developers for conversion or construction of micro-units. With funding from the New York State Attorney General's Office through the Cities RISE grant program the City of Newburgh will reimburse participants between $5,000 to $10,000 per unit for pre-development costs, such as design fees, City approvals, and permits. The City of Newburgh is seeking proposals for Code Compliant "micro units" that range in size from 370 to 500 square feet. The City of Newburgh has identified that there is a demand for low cost small units for individuals.

The City is particularly interested in proposals that meet the following objectives:

1. Reduce reliance on illegal dwelling units such as illegal single room occupancies, illegal basement and attic apartments.
2. Improve the quality and diversity of affordable housing units for low-income households.
3. Reduce the number of individuals who are homeless due to a lack of affordable permanent housing options, particularly single room occupancy (SRO) units for single individuals.

Background on Cities RISE

Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") is equipping municipalities with tools and techniques to better diagnose problems and create more effective and efficient interventions and programs, foster innovation, leverage resources and make a positive, equitable impact on their communities. With the help of Cities RISE the City of Newburgh is working to increase housing affordability, by testing innovative housing models and accelerating the pace of innovation in the housing sector. This effort is part of the Cities RISE grant program, administered by Enterprise Community Partners, and awarded to the City of Newburgh as a participating recipient.

Project Timeline

Applications will be accepted on a rolling basis starting June 18, 2020.

Project Budget

The amount that will be available is from $5,000 and up to $10,000 per unit. The City of Newburgh reserves the right to limit the total dollar amount to any individual applicant. The total funding that has been allocated to this program is $100,000 for up to 20 micro-units.

Cost Reimbursement

All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request.

Additionally, Grantees will be required to submit documentation supporting the expenses being invoiced. Any and all design services shall be reimbursed at cost, without markup of any kind, up to the amount of the Design Fee bid by the selected Design-Builder

Requirements/Scope of Services

Applicants must comply with the following terms:

- Micro-units must be made available exclusively to tenants whose incomes are less than 50% of the Area Median Income ("AMI"), as established by HUD, in the tenant's first year of eligibility. Eligible tenants who continue to reside in a micro-unit beyond the first year of tenancy may exceed the 50% AMI income cap but may not exceed 80% AMI in any year of tenancy. Proposals for units for tenants whose incomes are between 50% and 65% of the AMI may be submitted, but shall include a good cause explanation for the need to market units in the 50% to 65% AMI range.
- Rent charged for the micro-unit shall never exceed 30% of the tenant's actual income.
- Written leases must be provided to all tenants.
- The Applicant must report rental income on the micro-unit to the City of Newburgh annually and, upon request, provide the City of Newburgh with a copy of the written lease agreement with the tenant(s) of the micro-unit.
- Micro-units must be kept income restricted in accordance with the above for at least 5 years.
- Micro-units (after rehabilitation) shall comply will all applicable City housing and building codes, including the City of Newburgh Rental Registry ordinance.
- Applicant must submit stamped design plans

Proposal Requirements

Prospective participants are requested to submit the following information via email to planning@cityofnewburgh-ny.gov with Subject Line filled as "RFP: Design and Predevelopment fees for Micro-Unit [Your Name]".

- Cover letter
- Stamped approved plans

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this this proposal.

For any questions about the RFP, contact Ali Church at achurch@cityofnewburgh-ny.gov

Evaluation of Proposals

All proposals will be evaluated based on the following:

- Applicant/Developer capability and history of similar project development: The applicant's track record, including whether the applicant and or development team has successfully completed and/or operated a similar type project. Capacity to undertake new or additional projects; ability to secure construction financing.
- Feasibility: Readiness of project to proceed and anticipated time frame to complete the project.
- Project Design: Project consistency with the City's priorities and objectives outlined in RFP.
- Applicants must be in good standing with the City of Newburgh with no outstanding code violations or tax liens.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH BJH ADVISORS LLC FOR MICRO-UNIT CONSTRUCTION PRE-DEVELOPMENT COST REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED $50,000.00 UNDER THE CITIES RISE PHASE III GRANT

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant; and

WHEREAS, the mandate of the grant is for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 7-20 from qualified applicants seeking reimbursement for pre-development expenses for micro-unit construction, and has received a qualified response from an entity interested in using a grant award for said expenses; and

WHEREAS, the Department of Planning and Development recommends to the City Council that BJH Advisors LLC be selected to receive a grant award for reimbursement of said pre-development expenses in an amount not to exceed $50,000.00; and

WHEREAS, funding for the grant award shall be derived from CG.8664.0471.3621.2021;

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with BJH Advisors LLC for said reimbursement of pre-development expenses; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement with BJH Advisors LLC for reimbursement of pre-development expenses for micro-unit construction in an amount not to exceed $50,000.00 under the Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.

SUBRECEPIENT AGREEMENT, CITIES RISE

This subrecipient agreement ("Agreement"), by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **BJH ADVISORS LLC**, a New York limited liability company having a principal place of business at 25 Park Place, 2nd Floor, New York, New York 10007 ("Sub-grantee"), is made as of _____, 2022, as follows:

RECITALS

A. The City was awarded funds under the Cities Responsible Investment and Strategic Enforcement ("Cities RISE") program from the New York State Attorney General's Office ("AG").

B. The City has been duly designated to carry out activities authorized by the terms of the Cities RISE program, specifically to launch innovative programs related to housing and strategic code enforcement.

C. One such program was designed to reimburse qualified applicants for reimbursement of pre-development expenses directly related to the creation of micro-unit apartments.

D. The City solicited proposals for this program in Request for Proposals #7.20, dated June 18, 2020 ("RFP").

E. The Sub-grantee submitted a proposal for funding which states the purpose, specific goals and objectives of its program, which is attached hereto and made a part of this Agreement as **Exhibit A**.

F. The City has identified Sub-grantee as competent, willing, and able to perform the services contained in its proposal, and now wishes to engage the Sub-grantee to carry out the objectives of the program as stated in the RFP.

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

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2. Total payment under this Contract shall not exceed Fifty Thousand Dollars ($50,000.00) as payment for all eligible services incurred by Sub-grantee.

3. The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period.

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3. The City shall reimburse Sub-grantee not more often than monthly for allowable costs. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4th Floor, Newburgh, New York 12550.

4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date of **December 31, 2023**. The final statement of costs shall constitute Sub-grantee's final financial report.

5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Sub-grantee.

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1. Either party may terminate this agreement with thirty days written notice to the parties listed below. Upon receipt of notice of termination, the Sub-grantee agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.

DRAFT

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

BJH Advisors LLC
25 Park Place, 2nd Floor
New York, New York 10007

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

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

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

ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Sub-grantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Institution, the NYS Comptroller, and the NYS Attorney General, and the City, shall have access to the Records during normal business hours at an office of the Collaborator within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

2. Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Sub-grantee shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

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ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Sub-grantee, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Sub-grantee shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Sub-grantee agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:

    a. was known to Sub-grantee prior to receipt from the City, as evidenced through written documentation;
    b. was or becomes a matter of public information or publicly available through no fault on the part of Sub-grantee;
    c. is acquired from a third party entitled to disclose the information to Sub-grantee;
    d. is developed independently by Sub-grantee;
    e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Sub-grantee shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

ARTICLE VIII INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

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

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

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

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

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

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

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

1. No member or the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE X REPRESENTATIONS OF SUBGRANTEE

1. Sub-grantee acknowledges and agrees that services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

2. Sub-grantee will not use funds under this Agreement to: 1) engage in activities that are other than for the purposes stated in the RFP; 2) attempt to influence legislation, by propaganda or otherwise; or 3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

3. Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Sub-grantee agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

ARTICLE XI EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment

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advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

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

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

ARTICLE XII FACILITIES AND PERSONNEL

1. Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.

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

ARTICLE XIII INDEMNIFICATION

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

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

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

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

b. Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

i.	Property Damage Liability	$1,000,000 for each occurrence
ii.	Personal Injury Liability	$1,000,000 for each person $2,000,000 for each occurrence

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

SECTION XIV NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail, hand delivery, or sent by facsimile. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Sub-grantee

BJH Advisors LLC
25 Park Place, 2nd Floor
New York, New York 10007

SECTION XV CLAWBACK/RECAPTURE PROVISION

1. Sub-grantee shall abide by any clawback or grant recapture determinations made by the City. Grounds for clawback or grant recapture shall include, but are not limited to: underperformance, inability to perform, negligence, insolvency, or fraud. Without limiting the foregoing, the City shall have the right to require Sub-grantee to repay the value of the grant pursuant to this Agreement, or as may be required by law. This paragraph shall survive for a period of six (6) years from the date of this Agreement.

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SECTION XVI MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.

2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.

3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow]

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

DATED: _____, 2022 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2022 BJH ADVISORS LLC

By: _____
Name: _____
Title: Managing Member

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

On this ____ day of _____, in the year 2022, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On this ____ day of _____, in the year 2022, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

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EXHIBIT A – SCOPE OF SERVICES

Reimbursement of development costs of up to $50,000.00 for between 14 micro-units of permanent housing for very low income individuals and/or formerly homeless individuals. Permanent housing location shall be at the premises known as 143 Washington Street, Newburgh, New York 12550.

All work performed under this award must be completed by December 31, 2023.

Approved uses for funding are related to the proposed project include:

- Land survey
- Property Appraisal
- Feasibility Study
- Architectural Design Fees
- Engineering Design Fees
- Phase I and Phase II Environmental Work

Terms of grant are to reimburse for actual costs. In order to receive payment reimbursement for the services above, Sub-grantee must provide the following information with each invoice, plus any information required in this Agreement:

- Copy of contractor or sub-contractor invoices
- Proof of payment of said invoices
- Report on status of project / milestones

Sub-grantee shall also comply with the following material terms as part of its grant award:

- Micro-unit must be made available exclusively to tenants whose incomes are less than 50% of the Area Median Income ("AMI"), as established by HUD.
- Rent charged for the micro-unit shall not exceed 50% of the tenant's actual income.
- Written leases must be provided to all tenants.
- Sub-grantee shall report rental income on the micro-unit to the City of Newburgh annually and, upon request, provide the City of Newburgh with a copy of written lease agreement(s) with the tenant(s) of the micro-unit.
- Each micro-unit must be kept income restricted in accordance with the above for at least 5 years, as measure from the date of first occupancy for each micro-unit.
- Micro-units (after rehabilitation) shall comply will all applicable City housing and building codes, including the City of Newburgh Rental Registry ordinance.
- Applicant must submit stamped design plans pursuant to any City of Newburgh Land Use Board approvals.

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NOTICE

RFP# 7.20

Date Issued: June 18, 2020 (Revised October 20, 2020)

Request for Proposals (RFP) for Design and Predevelopment Fees for Micro-Unit Conversion or Construction

Purpose of the Proposal

The City of Newburgh is seeking proposals from for-profit and non-profit developers for conversion or construction of micro-units. With funding from the New York State Attorney General's Office through the Cities RISE grant program the City of Newburgh will reimburse participants between $5,000 to $10,000 per unit for pre-development costs, such as design fees, City approvals, and permits. The City of Newburgh is seeking proposals for Code Compliant "micro units" that range in size from 370 to 500 square feet. The City of Newburgh has identified that there is a demand for low cost small units for individuals.

The City is particularly interested in proposals that meet the following objectives:

1. Reduce reliance on illegal dwelling units such as illegal single room occupancies, illegal basement and attic apartments.
2. Improve the quality and diversity of affordable housing units for low-income households.
3. Reduce the number of individuals who are homeless due to a lack of affordable permanent housing options, particularly single room occupancy (SRO) units for single individuals.

Background on Cities RISE

Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") is equipping municipalities with tools and techniques to better diagnose problems and create more effective and efficient interventions and programs, foster innovation, leverage resources and make a positive, equitable impact on their communities. With the help of Cities RISE the City of Newburgh is working to increase housing affordability, by testing innovative housing models and accelerating the pace of innovation in the housing sector. This effort is part of the Cities RISE grant program, administered by Enterprise Community Partners, and awarded to the City of Newburgh as a participating recipient.

Project Timeline

Applications will be accepted on a rolling basis starting June 18, 2020.

Project Budget

The amount that will be available is from $5,000 and up to $10,000 per unit. The City of Newburgh reserves the right to limit the total dollar amount to any individual applicant. The total funding that has been allocated to this program is $100,000 for up to 20 micro-units.

Cost Reimbursement

All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request.

Additionally, Grantees will be required to submit documentation supporting the expenses being invoiced. Any and all design services shall be reimbursed at cost, without markup of any kind, up to the amount of the Design Fee bid by the selected Design-Builder

Requirements/Scope of Services

Applicants must comply with the following terms:

- Micro-units must be made available exclusively to tenants whose incomes are less than 50% of the Area Median Income ("AMI"), as established by HUD, in the tenant's first year of eligibility. Eligible tenants who continue to reside in a micro-unit beyond the first year of tenancy may exceed the 50% AMI income cap but may not exceed 80% AMI in any year of tenancy. Proposals for units for tenants whose incomes are between 50% and 65% of the AMI may be submitted, but shall include a good cause explanation for the need to market units in the 50% to 65% AMI range.
- Rent charged for the micro-unit shall never exceed 30% of the tenant's actual income.
- Written leases must be provided to all tenants.
- The Applicant must report rental income on the micro-unit to the City of Newburgh annually and, upon request, provide the City of Newburgh with a copy of the written lease agreement with the tenant(s) of the micro-unit.
- Micro-units must be kept income restricted in accordance with the above for at least 5 years.
- Micro-units (after rehabilitation) shall comply will all applicable City housing and building codes, including the City of Newburgh Rental Registry ordinance.
- Applicant must submit stamped design plans

Proposal Requirements

Prospective participants are requested to submit the following information via email to planning@cityofnewburgh-ny.gov with Subject Line filled as "RFP: Design and Predevelopment fees for Micro-Unit [Your Name]".

- Cover letter
- Stamped approved plans

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this this proposal.

For any questions about the RFP, contact Ali Church at achurch@cityofnewburgh-ny.gov

Evaluation of Proposals

All proposals will be evaluated based on the following:

- Applicant/Developer capability and history of similar project development: The applicant's track record, including whether the applicant and or development team has successfully completed and/or operated a similar type project. Capacity to undertake new or additional projects; ability to secure construction financing.
- Feasibility: Readiness of project to proceed and anticipated time frame to complete the project.
- Project Design: Project consistency with the City's priorities and objectives outlined in RFP.
- Applicants must be in good standing with the City of Newburgh with no outstanding code violations or tax liens.

November 30, 2021

Ms. Alexandra Church
Director of Planning and Development
City of Newburgh
83 Broadway, Newburgh, NY 12550

Re: City of Newburgh Request for Proposals (RFP) for Design and Predevelopment Fees for Micro-Unit Conversion or Construction

Dear Ms. Church,

BJH 143 Washington Street LLC, supported by BJH Advisors LLC our real estate consulting firm based in New York City (collectively "BJH"), is developing a historic, mixed-use structure at 143 Washington Street in the East End Historic District of Newburgh, NY. Five (5) of the project's fourteen (14) residential units will meet the City of Newburgh's criteria for Micro-Units, sized between 370 and 500 square feet and affordable to tenants making no more than 50% of AMI. These Micro-Units are strategically designed to improve the quality of affordable housing in the City of Newburgh. BJH has substantial and relevant experience as a developer and has positioned the project for success. **BJH is therefore seeking a $50,000 grant for the design and predevelopment of five (5) Micro-Units.**

The Micro-Units meet the size criteria set forth in the City of Newburgh's Micro-Unit RFP. BJH worked with a skilled design team, including Design for Six Feet, design architect, and Jon Powell Architecture PLLC, architect of record, to configure five units that are between 370 and 500 SF. We have completed the schematic design phase and the current plans include a 375 SF studio on the ground floor, a 415 SF studio on the first floor, a 392 SF studio and 415 SF studio on the second floor, and a 392 SF studio on the third floor **(Appendix A)**.

The Micro-Units are affordable and will reduce homelessness by providing housing for one of Newburgh's most vulnerable populations. The Osborne Association (Osborne), a criminal justice advocacy and reform organization, applied in 2019 to the Empire State Supportive Housing Initiative (ESSHI) and secured funding to pay a portion of the rent and provide services to the residents of five (5) units. The ESSHI units will, consistently with the Micro-Unit program, be rented at no more than DCHR's allowed rents at 50% of AMI. Osborne will market these units to formerly incarcerated individuals who are over 50 years old and residents of Newburgh, including those currently living in the Newburgh Ministry's nearby shelter. Osborne will also occupy an approximately 600 square foot office space on the ground floor and provide ongoing support (e.g., employment services) for these tenants. We not only seek to meet these individuals' immediate housing needs but also support their long-term financial stability.

The Micro-Units and the project's communal areas offer a high-quality living experience for residents. BJH and its design team incorporated interior design techniques that optimize each unit's floor plan, allowing for a spacious kitchen, bathroom, living space, and in some cases in-unit washer dryer. We are also aspiring to build an all-electric building with passive house technology that will not only meet our environmental goals but also feature quality fixtures and appliances **(Appendix B)**. Residents will also have access to the building's ground floor garden and rooftop terrace, which will be landscaped with communal picnic tables, benches, and indigenous plants. Finally, a shared bike storage area will offer residents the option to keep a bike without crowding their own unit.

182 Dean Street
Brooklyn, NY 11217

1 Dock 72 Way
8th Floor
Brooklyn, NY 11205

bjhadvisors.com
+1 646 573 9588

BJH is well suited to execute on this project upon receipt of a Micro-Unit grant. BJH is led by partners Kei Hayashi and Michael Meola who each have more than 25 years of experience in government, business, and real estate development. BJH is co-developer / equity investor for Buttermilk Labs, a 23,000 SF commercial adaptive reuse project on Governors Island, New York City that has received significant grant support commitments from the City and State of New York. BJH and its principals have participated in, as owner and/or development advisor, in several other real estate projects, including a four (4) unit gut rehab and lease up for Section 8 housing in Brownsville, Brooklyn, NY. BJH is currently an advisor to Evergreen, Inc., a non-profit developer in Brooklyn, who we assisted in 2019 to purchase a 10,000 SF industrial building that is being renovated and repositioned for maker space, with occupancy expected in January 2022. BJH is an M/WBE firm that was founded in 2010 and currently has a staff of 12 professionals.

BJH has also positioned 143 Washington for success. BJH contracted to purchase the property from the Newburgh Community Land Bank (NCLB) in January of 2021 and has since entered into contract with its design team (Design for Six Feet and Jon Powell Architecture PLLC), a structural engineer (Murray Engineering), and an MEP consultant (OnPoint Engineering and Technology). BJH and the design / engineering team have recently completed the schematic design phase and anticipate going to the ARC board in January or February of 2022. BJH principals are the developers and will fund the project with a combination of investor equity, Federal and State historic tax credit equity, other programs, and with financing provided by the Community Preservation Corporation.

We are eager to advance this critical housing project with the support of the City of Newburgh's Micro-Unit fund. We are available should you have any questions and look forward to hearing from you soon.

Sincerely,

Michael Meola
Principal
BJH Advisors

182 Dean Street
Brooklyn, NY 11217

1 Dock 72 Way
8th Floor
Brooklyn, NY 11205

bjhadvisors.com
+1 646 573 9588

Appendix A – 143 Washington Plans

Figure 1: 143 Washington Ground Floor

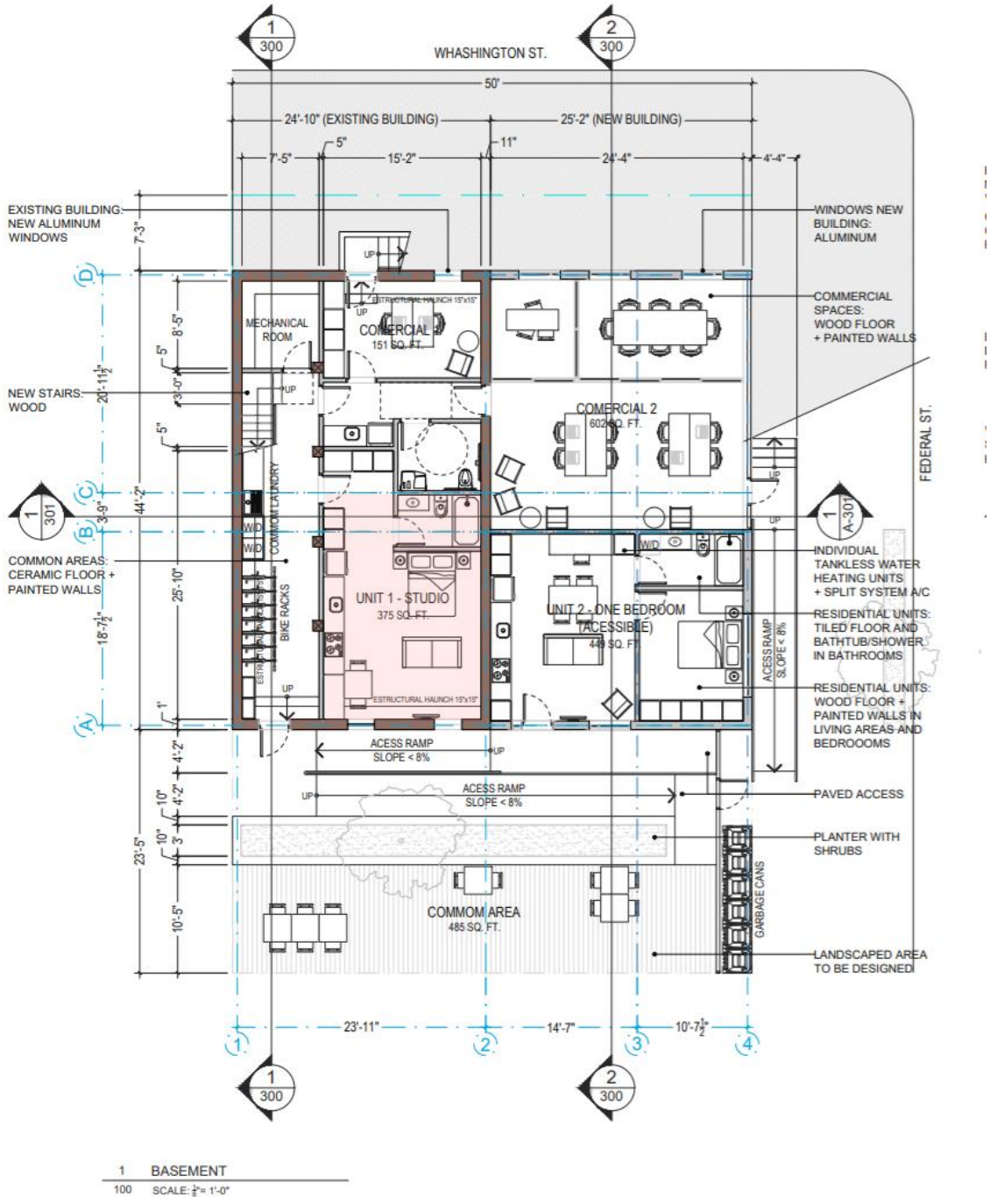


Figure 2: 143 Washington First Floor

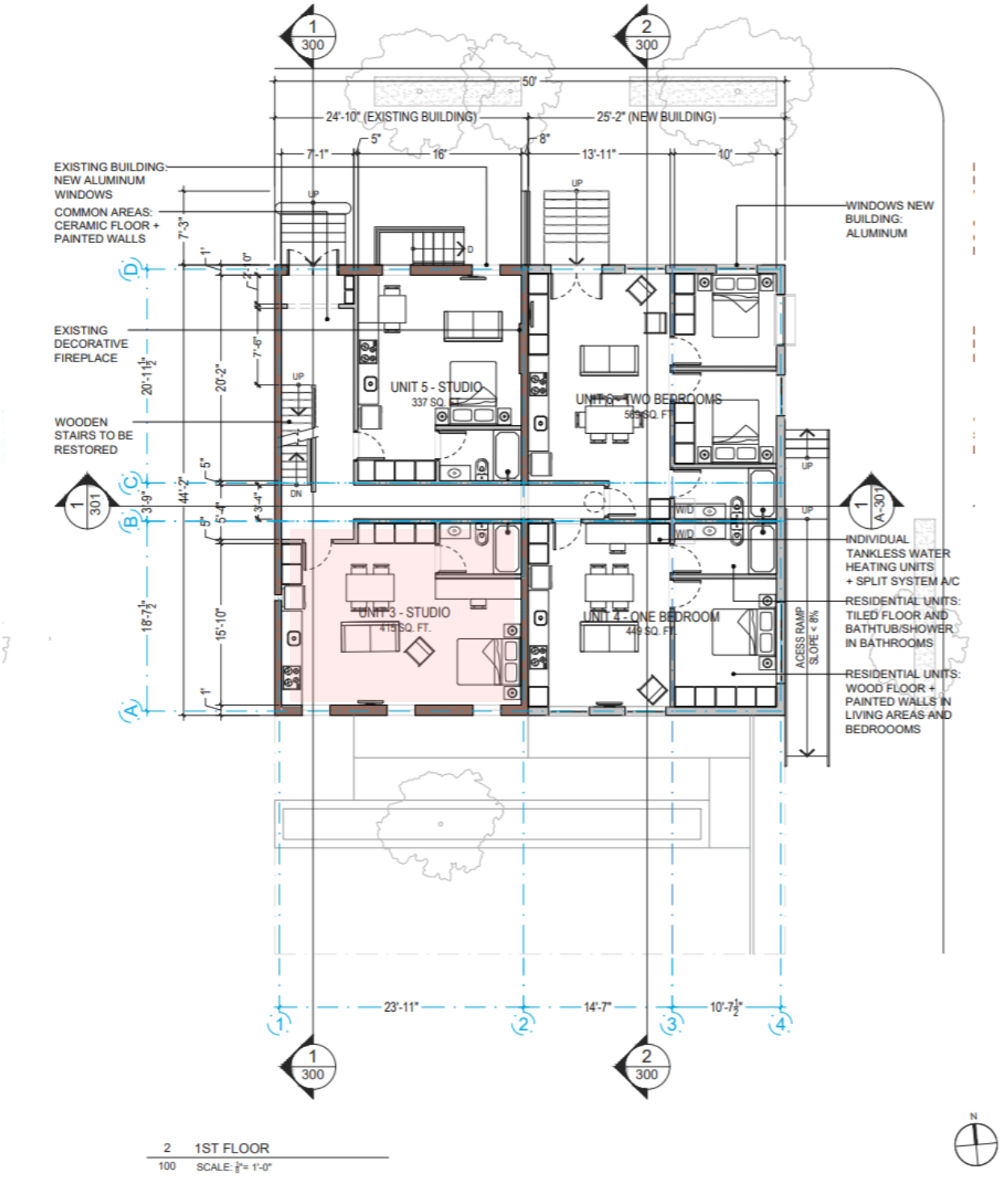


Figure 3: 143 Washington Second Floor

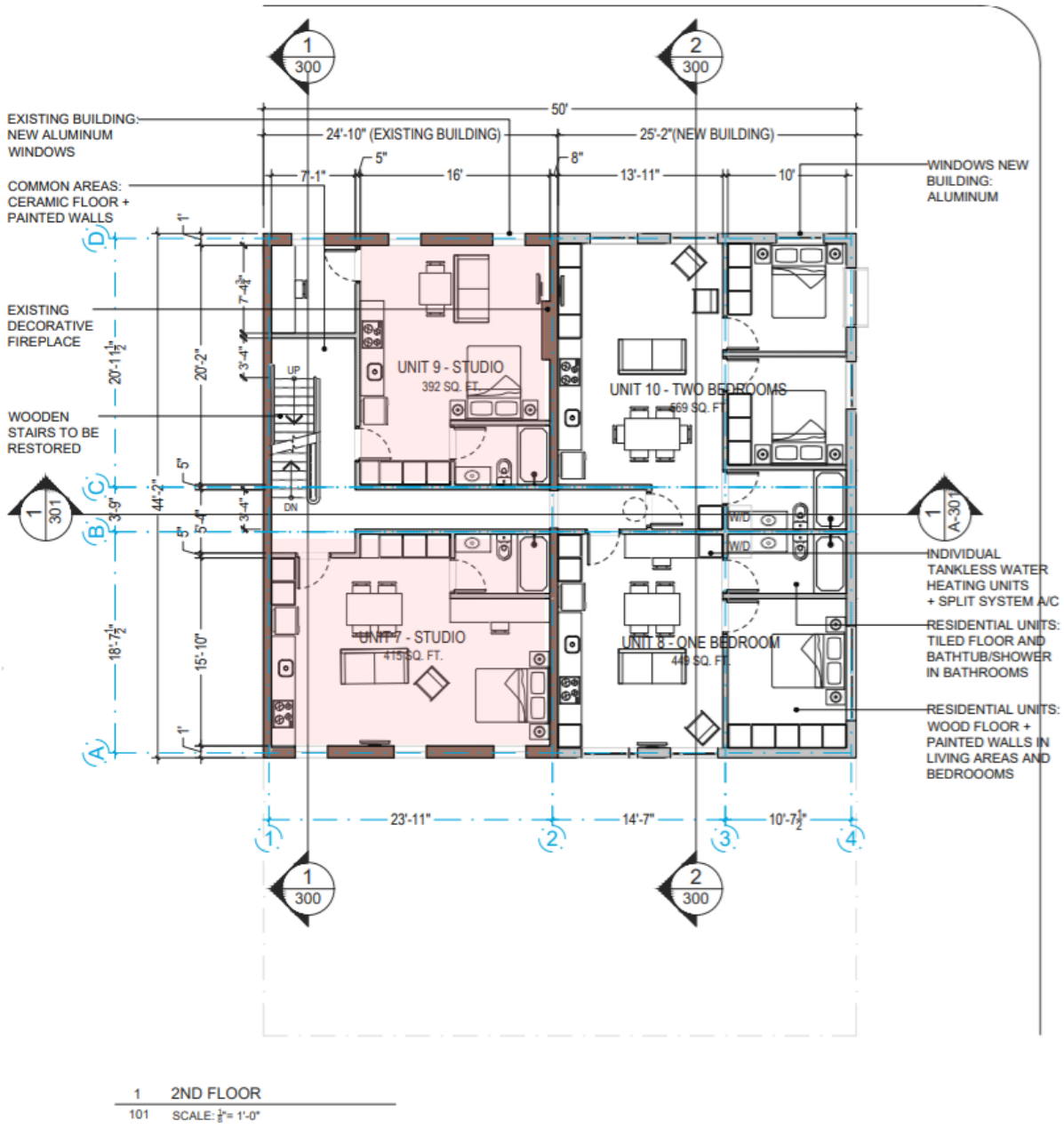
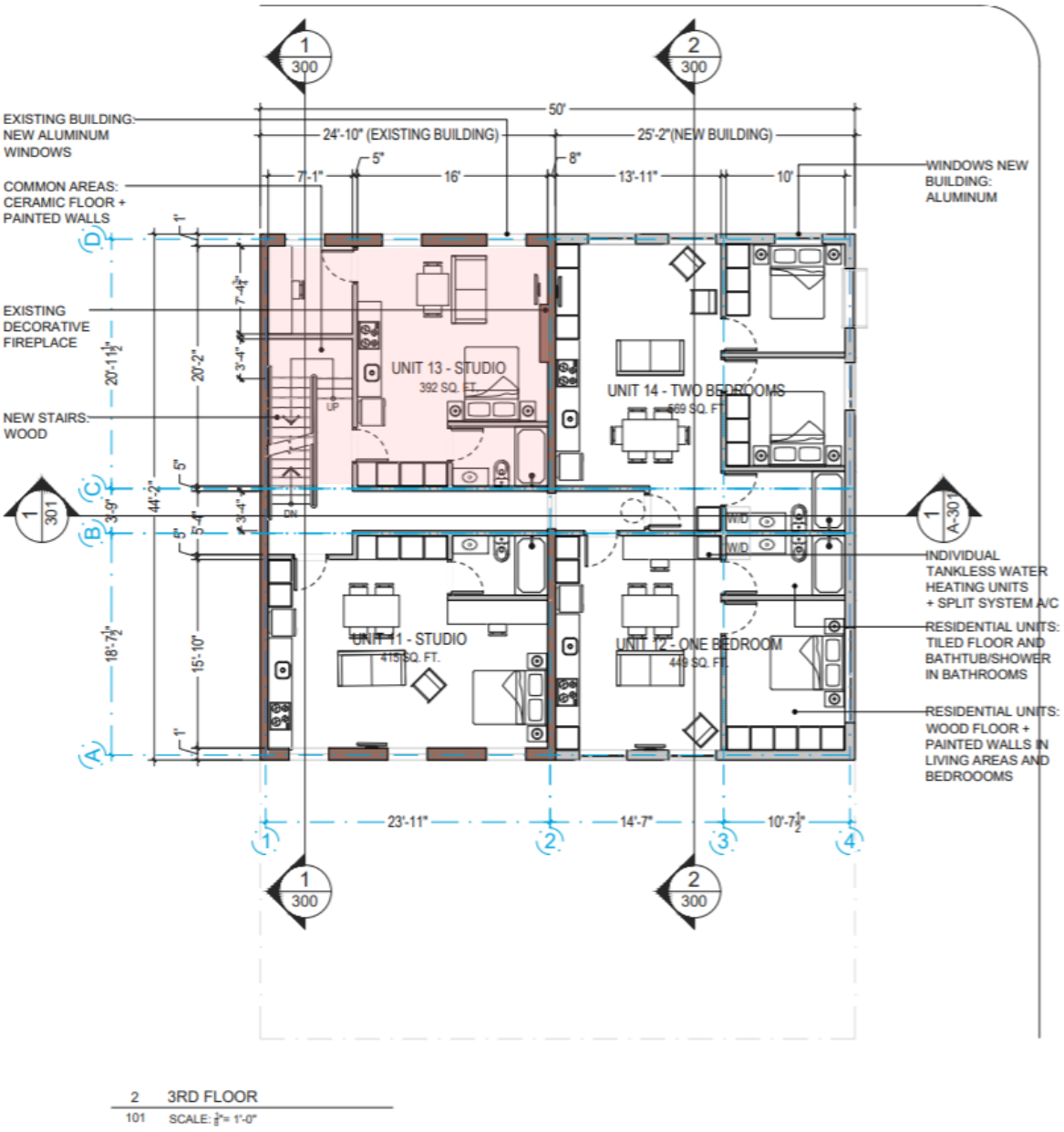


Figure 4: 143 Washington Third Floor



Appendix B – 143 Washington Sustainability Standards

While the developer, design, and engineering team for 143 Washington has only recently completed the schematic design and is transitioning to the design development phase, we are aspiring to a very high sustainability standard: advanced levels of energy star certification via ASHRAE or ERI.

To achieve this certification, 143 Washington will incorporate the following:

1. High performance electric HVAC system (air source)
2. High performance electric HW system
3. Energy star appliances
4. Low flow plumbing fixtures
5. Solar panels

143 Washington will also likely adhere to or exceed various compliance codes:

1. Meet 2020 NYS energy code for commercial building
2. Exceed code in insulation
3. Exceed code in SHGC and U-factor at the windows
4. Exceed code in air-sealing and recovery ventilation

Appendix C – Letters of Support

- The Osborne Association
- The Newburgh Ministry

Osborne ASSOCIATION

November 10, 2021

BOARD OF DIRECTORS
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Katrina vanden Heuvel
Mark Walter
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Rev. Dr. Alfonso Wyatt

President
Chief Executive Officer
Elizabeth Gaynes

www.osborneny.org
info@osborneny.org

Alexandra Church
Director of Planning and Development
City of Newburgh
83 Broadway, Newburgh, NY 12550

Re: City of Newburgh Request for Proposals (RFP) for Design and Predevelopment Fees for Micro-Unit Conversion or Construction – Support for 143 Washington Proposal

Dear Ms. Church,

I am writing on behalf of the Osborne Association (Osborne), a criminal justice advocacy and reform organization based in New York City with an office in Newburgh, to express my support for BJH Advisors (BJH) in its application to the City of Newburgh's Micro-Unit program for its project at 143 Washington Street.

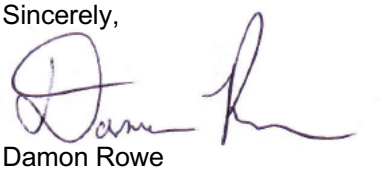
At the urging of BJH, we applied in 2019 to the New York State Empire State Supportive Housing Initiative (ESSHI) for funding to dedicate five (5) of the proposed fourteen (14) units in the planned project to meet the housing needs of our service population. With the ESSHI funding we were awarded, we will subsidize rents and provide supportive services to the tenants. We plan to market the 5 units to formerly incarcerated individuals who are over 50 years of age and who are currently resident in the City of Newburgh, including residents of Newburgh Ministry's nearby shelter. The ESSHI units will, consistently with the Micro-Unit program, be rented at no more than DHCR's allowed rents at 50% of AMI. Each of the ESSHI units will per the schematic design plans meet the criteria for Micro-Units. Osborne will also occupy an approximately 600 square foot office space on the ground floor from which it will provide ongoing supportive services (e.g., employment services) for the tenants.

BJH has worked with a skilled design team, including Design for Six Feet, design architect, and Jon Powell Architecture PLLC, architect of record, to ensure that the Micro-Units are efficient and provide high quality housing. The floor plan reflects interior design techniques that optimize each unit's square footage, allowing for a spacious kitchen, bathroom, living space, and in some cases in-unit washer/dryer. Each Micro-Unit will have access to a ground floor garden, rooftop terrace, communal washer/dryer, and bike storage. These common spaces will serve to connect the residents and nurture a supportive community. The building is currently in schematic design so detailed specifications are preliminary, but the developer and design team are aspiring to a very aggressive energy efficiency and sustainability standard (all electric building / no gas, super-insulation, high efficiency appliances, etc.).

Newburgh's low-income residents, especially those leaving the prison system, are hard pressed to find high-quality affordable housing. These Micro-Units, given their **affordability**, **proximity to supportive services**, and **strategic design**, will not only provide an immediate housing solution but also equip residents with living skills and a long-term support network. Thus, 143 Washington will address Newburgh's affordable housing gap and address past discriminatory cycles of poverty and homelessness.

BJH is a developer that has a broad commitment to a progressive and inclusive economy, paired with a track record of successful economic development projects and advisory. Their proposal to develop affordable Micro-Units that serve one of Newburgh's most vulnerable populations is good design, good policy, and will contribute to the city's continued resurgence. We look forward to working with both BJH and the City of Newburgh to provide this quality housing that is consistent with our mission and we are confident meets the specifications of the Micro-Unit program.

Sincerely,



Damon Rowe
Director of Special Projects

NEWBURGH MINISTRY

November 16, 2021

Ms. Alexandra Church
Director of Planning and Development
City of Newburgh
83 Broadway, Newburgh, NY 12550

Re: City of Newburgh Request for Proposals (RFP) for Design and Predevelopment Fees for Micro-Unit Conversion or Construction – Support for 143 Washington Proposal

Dear Ms. Church,

I am writing on behalf of the Newburgh Ministry to express my support for BJH Advisors (BJH) in its application to the City of Newburgh's Micro-Unit program for its project at 143 Washington Street. Five (5) of the project's fourteen (14) residential units will be Micro-Units, ranging from 370 to 500 SF and affordable to those making no more than 50% AMI. The Newburgh Ministry, a CBO in Newburgh's East End that prevents homelessness, will market these five Micro-Units to residents of our Winterhaven shelter.

The Newburgh Ministry was founded in 1983 by five Catholic sisters seeking to address the basic needs of those living amongst poverty and homelessness. Today, the Newburgh Ministry, located on Johnson Street, provides residents of the City of Newburgh with a thrift store and hygiene closet, medical services, and two shelters: Winterhaven (19 beds) and the Newburgh Warming Station (16 beds). In 2019 alone, the Newburgh Ministry provided shelter for approximately 640 homeless individuals and distributed approximately 2,630 hygiene packages.

We are highly supportive of and confident in BJH's proposal to develop affordable Micro-Units that will provide high-quality affordable housing for our service population. The Micro-Units will incorporate interior design techniques that optimize each unit's square footage and will be constructed with high quality and energy-efficient materials. In addition, tenants of the Micro-Units will have access to a ground floor garden, rooftop terrace, communal washer/dryer, and bike storage. Finally, a criminal justice advocacy and reform organization called the Osborne Association (Osborne) will occupy an approximately 600 square foot ground floor office space and provide ongoing support services for the tenants of these Micro-Units.

We look forward to working with City of Newburgh on this critical housing project and are available should you require further information.

Sincerely,

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS 511 SOUTH STREET (SECTION 14, BLOCK 3, LOT 14) AT PRIVATE SALE TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.

WHEREAS, by Resolution No.: 165-2019 of July 8, 2019, the City Council of the City of Newburgh, New York authorized the execution of a License Agreement with Habitat for Humanity of Greater Newburgh, Inc. ("Habitat") to allow access to 511 South Street, more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh, (the "Property") for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase such property; and

WHEREAS, Habitat is a well-recognized not-for-profit organization whose goal is to strengthen communities by helping to build houses with families in need; and

WHEREAS, the mission of Habitat is to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, Habitat has submitted a proposal to purchase the Property for the purpose of developing affordable, single-family homeownership units; and

WHEREAS, Habitat seeks no federal, state or City funding for the restoration of such premises and, therefore, requests that the City sell the Property for a nominal consideration; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell the Property subject to the following conditions:

1. That Habitat homes are sold as single family homes, at no profit, constructed in part with sweat equity from the prospective homeowners and financed with affordable no interest mortgages.

2. That Habitat will rehabilitate, and obtain a Certificate of Occupancy for each single-family residential unit from the City Building Department within thirty-six (36) months from the date of taking title.

3. A closing will take place on or before December 31, 2022 and upon the re-sale to the owner-occupants, the properties shall become subject to taxation.

4. The property is sold subject to school taxes for the tax year of 2022-2023 and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2022-2023. Upon the closing, the properties shall become subject to taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a deed to sell the property known as 511 South Street, further described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh, to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of One ($1.00) Dollar, and in consideration of the above listed conditions of sale.

RESOLUTION NO.: _____- 2022

OF

AUGUST 8, 2022

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 189 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 17) AT PRIVATE SALE TO KEVINDARYAN LUJAN FOR THE AMOUNT OF $85,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 189 North Miller Street, being more accurately described as Section 11, Block 1, Lot 17 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before November 7, 2022, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
189 North Miller Street	11 – 1 – 17	Kevindaryan Lujan	$85,000.00

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

Terms and Conditions Sale
189 North Miller Street, City of Newburgh
(SBL: 11-1-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2022-2023**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2022-2023**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Kevindaryan Lujan

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF $10,000.00 WITH RONDON SUPPLIES FOR FOOTWEAR LLC (D/B/A MACKIE RONDON) FOR A WORKFORCE TRAINING PROGRAM FOR YOUTH AND YOUNG ADULT RESIDENTS OF THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 265-2021 of November 8, 2021, the City Council of the City of Newburgh approved and adopted the Community Development Block Grant ("CDBG") the FY2022 Annual Action Plan; and

WHEREAS, one of the activities included in the CDBG FY2022 annual action was for economic development and workforce development; and

WHEREAS, Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon) shall administer a program to train local City of Newburgh residents, ages 18 to 35, in various aspects of the shoe manufacturing and train youth attendees, ages 16 to 20, in how to prepare a portfolio for fashion school education and/or job interviews; and

WHEREAS, funding for the cost of the program in the amount of $10,000.00 will be derived from CD1.8686.0400.8115.2022; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon) to provide funding for said program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a sub-recipient grant agreement with Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon) in the amount of $10,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a workforce training program for youth and young adult residents of the City of Newburgh.

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NEWBURGH AND RONDON SUPPLIES FOR FOOTWEAR LLC (D/B/A MACKIE RONDON)

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made as of the _____, 2022, by and between the CITY OF NEWBURGH, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("City") and Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon), a domestic limited liability company ("Subrecipient"), with an address of 603 Broadway, Suite B, Newburgh, New York 12550.

RECITALS

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is May 13, 2022. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement B-22-MC-36-0119. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in **Exhibit A** (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 TERM OF AGREEMENT

1. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in force and effect until December 31, 2023.

SECTION 2 SUBRECIPIENT OBLIGATIONS

1. Use of CDBG Funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in **Exhibit A** attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as **Exhibit B** and incorporated herein by reference. The City may approve minor changes to the budget that do not exceed the maximum amount in Section 3 of this Agreement.

2. Representation and Warranties. Subrecipient hereby represents and warrants to the City as follows:

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a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a non-profit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

3. Compliance with Law. Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

   a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

   b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

   c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

   d. OMB Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”

   e. City of Newburgh Duplication of Benefits Policies and Procedures.

4. Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

5. Personnel and Participant Conditions.

   a. Civil Rights

      i. Compliance. Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

      ii. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex,

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disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

iv. Section 504. Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program.

b. Affirmative Action

i. EO 11246. Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

ii. Women- and Minority-Owned Businesses (W/MBE). Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records. Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its

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books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. EEO/AA Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

i. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

ii. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: <u>The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.</u>

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ii. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

iii. Notifications. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub- Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Environmental Requirements. Lead Based Paint. In accordance with 24 CFR Part 570.608, Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five- tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

f. Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

SECTION 3 DISBURSEMENT OF FUNDS

1. Maximum Amount of CDBG Funds. The maximum amount of CDBG funds to be provided to Subrecipient is **$10,000.00** in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

2. Maximum Amount of General Funds. Not applicable.

3. Termination of Fund Obligation. The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

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4. Method of Payment- CDBG Funds. Unless otherwise specified in **Exhibit A**, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form and/or manner acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (**Exhibit B**) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

5. Method of Payment - General Funds, if applicable. City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make payments for services satisfactorily performed within 30 days after said services are invoiced. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

6. Program Income. Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient, so long as the amount held does not exceed Subrecipient's projected cash needs for CDBG activities. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

7. Separation of Funds. The Subrecipient shall certify that Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

8. Indirect Costs. Not applicable.

SECTION 4 PERFORMANCE SCHEDULE

1. Schedule of Performance. Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" as referenced in **Exhibit A**.

2. Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars ($25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with any amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG funds and/or other program income used to acquire or improve

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the property and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

SECTION 5 COORDINATION OF WORK

1. Representative of Subrecipient. The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

2. Contract Officer. Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3. Prohibition Against Subcontracting or Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

4. Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

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6. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or co-operative agreement;

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

    c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

    d. Lobbying Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 6 INSURANCE REQUIREMENTS

1. Insurance. Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

2. Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons

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employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars ($1,000,000) per accident. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

a. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

   i. Certificate of Liability Insurance in the amounts specified in the section; and

   ii. Waiver of Subrogation Endorsement as required by the section.

b. Commercial General and Automobile Liability Insurance.

   i. General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than one million dollars ($1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

   ii. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

      [A] The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

      [B] City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

      [C] Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

      [D] For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

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iii. Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

[A] Certificate of Liability Insurance in the amounts specified in the section;

[B] Additional Insured Endorsement as required by the section;

[C] Waiver of Subrogation Endorsement as required by the section; and

[D] Primary Insurance Endorsement as required by the section.

c. Professional Liability Insurance.

i. General Requirements. Subrecipient, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than one million dollars ($1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

ii. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

[A] The retroactive date of the policy must be shown and must be before the date of the Agreement.

[B] Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

[C] If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Subrecipient shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

[D] A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

iii. Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

iv. Submittal Requirements. To comply with Subsection 6.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

d. All Policies Requirements.

i. Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements

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attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

ii. Deductibles or Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

iii. Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

iv. Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

v. Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

vi. Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

[A] Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

[B] Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or

[C] Terminate this Agreement.

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SECTION 7 ADMINISTRATIVE REQUIREMENTS

1. Financial Management.

    a. Accounting Standards. Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

    b. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record-Keeping

    a. Records to be Maintained. Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

        i. Records providing a full description of each activity undertaken;
        ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
        iii. Records required determining the eligibility of activities;
        iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
        v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
        vi. Financial records as required by 24 CFR Part 570.502, and Part 84; and
        vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.

    b. Retention. Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

3. Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records. The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet

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eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

6. National Objectives. Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

8. Close-Outs. Subrecipient obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including but not limited tothe return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

9. Audits and Inspections. All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

SECTION 8 ENFORCEMENT OF CONTRACT

1. Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of New York and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Supreme Court of the County of Orange, State of York, or the United States District Court for the Southern District of New York. Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of

this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

3. Remedies Upon Default by Subrecipient. In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8:

    a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;

    b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;

    c. Wholly or partially suspend or terminate the award and this Agreement; and;

    d. Withhold further awards for the project and/or the facility; and

    e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

4. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

5. Waiver. No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

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All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 9 CITY OFFICERS AND EMPLOYEES

1. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

2. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

3. Indemnify and Hold Harmless. Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability.

SECTION 10 MISCELLANEOUS PROVISIONS

1. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Newburgh attn.: City Clerk 83 Broadway, 1st Floor Newburgh, New York 12550
copy to:	City of Newburgh attn.: Office of the Corporation Counsel 83 Broadway, 2nd Floor Newburgh, New York 12550
To Subrecipient:	Rondon Supplies for Footwear LLC (d/b/a Mackie Rondon) 603 Broadway, Suite B Newburgh, New York 12550

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2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

5. Corporate Authority. The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2022 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2022 RONDON SUPPLIES FOR FOOTWEAR LLC

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, in the year 2022, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On this ____ day of _____, in the year 2022, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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EXHIBIT A – SCOPE OF WORK

EXHIBIT B -- BUDGET

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EXHIBIT A

Scope of Services

Footwear Design and Production Manufacturing Workforce Training program for City of Newburgh Residents.

Rondon Supplies for Footwear ("R.S.4.F") training program aims to debunk the misconception about working in manufacturing, particularly the footwear industry, by teaching skills and expertise that are essential in understanding the shoe manufacturing and shoe design industry and related career opportunities in the ever-evolving footwear manufacturing industry. The training program will provide guidance and mentorship, combined with hands-on work experience in diverse sectors of the footwear manufacturing industry and will connect graduates with other footwear companies and coordinate interview for possible hires.

R.S.4.F is located at 603 Broadway Suite-B, Newburgh, NY.

Our plan is to propel this training program to provide City of Newburgh Residents with the opportunity for placement in our Shoe Factory, by the end of the training; starting with paying part time transitional work and later full-time paid position as an Assistant production coordinator. Graduates will also have assistance in creating a Footwear / Accessories portfolio for applying to US footwear and accessories companies, fashion programs and be connected / referred for working with other companies in areas, such as: Footwear Quality Control, Production Assistant Management, Technical Designer and more.

With the Grant provided by The City of Newburgh, R.S.4.F will train local City of Newburgh Residents ages 18 - 35, in the areas of Shoe Manufacturing as well as, how to prepare a portfolio for a job interview or applying for Fashion School for those youth attendees, ages 16-20.

EXHIBIT B

Line Item Budget Form – Line Item Budget Template

Please use the following template to present your proposed line item budget. In column A, list the items for which you anticipate the need for CDBG funds. In Column B, Provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, Provide the projected request for CDBG funds. Note: The Budget Items are examples.

Organization/Agency Name:	RONDON SUPPLIES FOR FOOTWEAR LLC D.B.A. MACKIE RONDON

A **Budget Item**	**B** **Calculation**	**C** **CDBG Funding**
	Please provide description of how you arrive at total for each line item	
SHOE MANUFACTURING BASIC	$8,300.00	
FOOTWEAR BUSINESS /BOOTCAMP	$1,700.00	
SMB (Shoe Manufacturing Basic)	$1200 SPACE RENTAL WITH UTILITIES	
	$750. 00 TRAINING MEALS	
	$ 2,500. TEACHER STIPEND	
	$650.00 FACTORY SUPPLIES	
	$ 750.00 SHOE SEWING MACHINE	
	$ 300.00 TRANSPORTATION -TRAINEE	
	$ 400.00 LEATHERS / FINDINGS	
	$ 150.00 PPE/ SUPPLIES	
	$ 2,000 TRAINEE STIPEND	
F.B.B (Footwear Business Bootcamp)	$800.00 SPACE RENTAL	
	$300.00 TRAINING MEALS	

EXHIBIT B

	$250.00 TRANSPORTATION STIPEND	
	$350.00 OFFICE SUPPLIES	
TOTAL OPERATING COSTS	**$10,000.00**	

RESOLUTION NO.: _____- 2022

OF

AUGUST 8, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK AMENDING RESOLUTION NO. 176-2022 TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE HOMES AND COMMUNITY RENEWAL NEW YORK MAIN STREET DOWNTOWN ANCHOR PROJECT PROGRAM GRANT THROUGH THE 2022 CONSOLIDATED FUNDING APPLICATION ON BEHALF OF GENESIS GLOBAL HOLDINGS, LLC FOR THE RENOVATION OF 120 GRAND STREET ALSO KNOWN AS THE CITY CLUB

WHEREAS, the New York Main Street Grant Program is intended to assist communities downtown revitalization efforts by providing resources to invest in projects that provide economic development and housing opportunities in downtown, mixed-use commercial districts with a primary goal of stimulating reinvestment and leverage additional funds to establish and sustain downtown and neighborhood revitalization efforts in eligible target areas that have experienced sustained physical deterioration, decay, neglect, or disinvestment; have a number of substandard buildings or vacant residential or commercial units; and in which more than fifty percent of the residents are persons whose incomes do not exceed ninety percent of the area median income for the county or metropolitan statistical area in which the project is located, or which is designated by a state or federal agency to be eligible for a community or economic development program; and

WHEREAS, by Resolution No. 103-2022 of April 25, 2022, the City Council approved a site development agreement with Genesis Global Holdings, LLC for the redevelopment of property located at 120 Grand Street, in the City of Newburgh also known as the City Club; and

WHEREAS, 120 Grand Street is a historic property located within the City of Newburgh downtown core which requires extensive rehabilitation in order to contribute to the economic development and revitalization of downtown Newburgh; and

WHEREAS, Genesis Global Holdings, LLC proposes to redevelop and renovate 120 Grand Street into a commercial hub with a training restaurant, supplied from culinary school and those seeking to learn the restaurant industry on the job on the ground floor; adaptable office spaces to be leased to an incubator creating an environment for aspiring entrepreneurs to pursue their companies' development on the upper floors; and an escape for workers and artists to take a break and reflect as well as a performance venue on the roof deck; and

WHEREAS, the City of Newburgh, as an eligible Main Street Program applicant, proposes to assist the project by applying for funding under the New York Main Street Downtown Anchor Project grant program, to assist Genesis Global Holdings, LLC complete building renovations to 120 Grand Street; and

WHEREAS, the New York Main Street Downtown Anchor Project funding application will contribute to ongoing community revitalization efforts; the same being in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh be and hereby amends and supersedes Resolution No. 176-2022 of July 11, 2022; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh be and hereby further authorizes the City Manager to apply for and accept if awarded a New York State Homes and Community Renewal New York Main Street Anchor Project Grant through the 2022 Consolidated Funding Application for funding in the amount of $500,000.00 for the redevelopment and renovation of 120 Grand Street, also known as the City Club in the City of Newburgh.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO A LICENSE AGREEMENT WITH THE FRIENDS OF THE NEWBURGH FREE LIBRARY, INC. TO CONTINUE A LITTLE FREE LIBRARY SITE IN UNICO PARK

WHEREAS, by Resolution No. 117-2016, the City of Newburgh authorized entry into a license agreement with the Friends of the Newburgh Free Library, Inc. for a period of five (5) years for access to Unico Park, a portion of land within the larger Newburgh Landing Park located at 70 Front Street along the Newburgh waterfront and identified on the City tax map as Section 51, Block 1, Lot 3, for the purpose of establishing a Little Free Library site; and

WHEREAS, the License Agreement expired on December 31, 2021 and the Friends of the Newburgh Free Library, Inc. have requested an extension of the term of the license agreement through August 31, 2027; and

WHEREAS, the City Council of the City of Newburgh finds that extending the term of the license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached addendum to extend the term of the license agreement with the Friends of the Newburgh Free Library, Inc. until August 31, 2027 to allow the continued use of and access to City-owned property located at Unico Park, a portion of land within the larger Newburgh Landing Park located at 70 Front Street along the Newburgh waterfront and identified on the City tax map as Section 51, Block 1, Lot 3, for the purpose of maintaining the Little Free Library site.

ADDENDUM TO LICENSE AGREEMENT

THIS ADDENDUM TO LICENSE AGREEMENT OF LEASE ("Addendum"), made as of this _____ day of August, 2022, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor") and Friends of the Newburgh Free Library, Inc., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 124 Grand Street, Newburgh, New York 12550 ("Licensee").

W I T N E S S E T H:

WHEREAS, Licensor and Licensee executed a License Agreement for license or privilege of gaining access to and performing work upon City-owned property identified as 191 South Street in the City of Newburgh, and more accurately described as Unico Park, a portion of land within the larger Newburgh Landing Park located at 70 Front Street along the Newburgh waterfront and identified on the City tax map as Section 51, Block 1, Lot 3, for the purpose of establishing and maintaining a Little Free Library site (the "Project"); and

WHEREAS, the License Agreement expired on December 31, 2021 and Licensee desires to continue to access and use of the Property for the Project; and

WHEREAS, the parties desire to continue the terms of the License Agreement for a period of time to review the Project;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The renewal term set forth in Section 6 of the License Agreement shall be extended for an additional five (5) year term commencing on the effective date of this Addendum and terminating on the earlier of August 31, 2027 or the sale of the property by Licensor to a third party ("Amended Term of License").

2. All other terms and conditions set forth in the License Agreement shall remain in full force and effect during the Amended Term of License.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

THE CITY OF NEWBURGH LICENSOR	FRIENDS OF THE NEWBURGH FREE LIBRARY, INC. LICENSEE
By: _____ Todd Venning, City Manager Per Resolution No.: _____-2022	By: _____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
JANICE GASTON
City Comptroller

RESOLUTION NO.: 117 - 2016

OF

MAY 9, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE FRIENDS OF THE NEWBURGH FREE LIBRARY, INC. TO ESTABLISH A LITTLE FREE LIBRARY SITE IN UNICO PARK

WHEREAS, The City of Newburgh owns certain property known as Unico Park within the larger Newburgh Landing Park located at 70 Front Street along the Newburgh waterfront and identified on the City tax map as Section 51, Block 1, Lot 3; and

WHEREAS, The Friends of the Newburgh Free Library, Inc. has requested access to Unico Park for the purpose of establishing a Little Free Library site at Unico Park which would be a small lending library, dedicated to promoting literacy and a love of reading based on the concept "take a book, leave a book" in which users are encouraged to take a book, read it and return it to choose another; and

WHEREAS, Friends of the Newburgh Free Library, Inc. will undertake the cost of construction and installation and will visit the site periodically to monitor and restock books and the City of Newburgh will not incur any financial or staffing costs associated with the proposal; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of establishing a Little Free Library at Unico Park is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Friends of the Newburgh Free Library, Inc. to allow access to City owned property known as Unico Park located within Newburgh Landing Park for the purpose of establishing a Little Free Library.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 5/9/16 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of May, 20 16

City Clerk

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and sixteen, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and THE FRIENDS OF THE NEWBURGH FREE LIBRARY, a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 124 Grand Street, Newburgh, New York 12550 as "LICENSEE";

WITNESSETH THAT:

Section 1. Grant and Term of License. Licensor hereby gives to Licensee and Licensee's employees, agents, volunteers and contractors, upon the conditions hereinafter stated, a revocable non-exclusive license or privilege of gaining access to, performing work and constructing a structure upon Licensor's property located at Unico Park within Newburgh Landing Park, 70 Front Street, in the City of Newburgh, New York, and more accurately described as Section 51, Block 1, Lot 3 on the official tax map of the City of Newburgh and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, in connection with constructing a structure to sit on a post which will be set inside a concrete footing with rough dimensions of approximately 20 inches wide, 12 inches deep, and 20 inches long and will be weatherproof and landscaped, for the purposes of establishing a Little Free Library; to perform maintenance and repairs to said structure on property owned by Licensor; to maintain landscaping and any and all other work appurtenant thereto; and to monitor said structure for use as a lending library by the general public. The Term of said license will be five (5) years from the date of execution of this License Agreement through December 31, 2021.

Section 2. Purpose. Licensee shall construct the structure for use as a lending library known as a Little Free Library solely for the purpose of borrowing and returning library books by the general public and for no other purposes whatsoever.

Section 3. Construction, maintenance, repair, and replacement of Little Free Library; compliance with laws, rules and regulations.

a. Licensee shall install, repair and maintain said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor.
b. The Licensee shall be responsible for all costs of construction, maintenance, repair and replacement (if required) of the structure to be known as the Little Free Library and to keep it in good, safe, and working condition throughout the term of this License.
c. The Licensee shall be responsible for keeping the Little Free Library in compliance with all applicable Federal, State, County, and City laws, ordinances, rules, and regulations throughout the term of this License, including but not limited to obtaining all necessary permits and licenses.

Section 4. Insurance; defense and indemnity. Licensee will throughout the term of this License Agreement annually produce evidence of and maintain public liability and property damage insurance coverage per occurrence in amount of $1,000,000, naming Licensor as additional insured. Licensee shall defend, indemnify, and hold Licensor, its officers, employees, and agents harmless against any and all claims, actions, proceedings, and lawsuits brought against one or more of them in connection with or related to Licensee's, its officers', employees', volunteer' and agents' use of the Little Free Library and adjoining property owned by Licensor.

Section 5. Assignment of License; no sub-licensing. In accordance with the provisions of Section 109 of the General Municipal Law, the Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the Licensor. Licensee may not sub-license this License to any other party.

Section 6. Termination of License. Either party may terminate this License prior to December 31, 2021, with or without cause, on at least thirty (30) days prior written notice to the other party. In the event of such termination by either party, Licensee shall not be entitled to reimbursement of any of its costs including but not limited to those for construction, maintenance, repair, and replacement of the structure. Upon termination, Licensee and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Section 7. New York law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York State Supreme Court, Orange County.

Section 8. No Vested Rights to Land. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 9. Bind and Enure. This License shall bind and enure to the benefit of the parties' respective successors and assigns. Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: of .

CITY OF NEWBURGH

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.

FRIENDS OF THE NEWBURGH FREE LIBRARY, INC.

By: _____

Approved as to Form:

_____
JOHN J. ABER
City Comptroller

Approved as to Form:

_____
MICHELLE KELSON
Corporation Counsel

The Newburgh Friends of the Library is interested in establishing a Little Free Library site at Unico Park on the waterfront. These small lending libraries, numbering over 36,000 worldwide, are dedicated to promoting literacy and a love of reading. The concept is simple-"Take a book, leave a book." Users are, we hope, encouraged to take a book, read it, and return it to choose another. Our group will be certain to choose appropriate titles and subjects.

The Friends of the Library is willing to pay for the cost of construction and installation and will visit the site periodically (perhaps weekly) to monitor and restock books. The City of Newburgh will not incur any costs, either in financial terms or in manpower.

The basic structure will sit on a post which will be set inside a concrete footing. Its rough dimensions will be approximately 20 inches wide, 12 inches deep, and 20 inches long. The post will be at a height which can be easily accessed by children. The structure itself will be weatherproof and can be landscaped with a small flowerbed around it. Some examples of existing ones can be seen at the littlefreelibrary.org. Website.

We would like, with your approval, to get this project started for the spring of this year. The return of warm weather brings thousands of people to the Newburgh waterfront and we hope that our project will attract and further enhance this scenic location. If this project should prove successful, we envision other spots throughout the city strengthening our sense of a shared community.

Thomas Franco,

Friends of the Newburgh Library

124 Grand Street

Newburgh, NY 12550

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO CONTRACT NO. C011789 WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR REIMBURSEMENT OF THE COST OF WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's lifetime health advisory levels, and there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized Contract No. C010219 with the New York State Department of Environmental Conservation for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 326-2017 of November 27, 2017, Resolution No. 227-2018 of August 13, 2018, and Resolution No. 57-2021 of March 22, 2021, the City Council authorized Amendments No. 1, No. 2 and No. 3 to Contract No. C010219 because the need for the temporary alternate source of drinking water extended past the original end date of Contract No. C010219; and

WHEREAS, by Resolution No. 58-2021 of March 22, 2021, the City Council authorized Contract No. C011789 for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct because the need for the temporary alternate source of drinking water was anticipated to extend past the expiration of the terms of Amendments No. 1, No. 2, and No. 3 to Contract No. C010219; and

WHEREAS, the need to for the temporary alternate source of drinking water is anticipated to extend past the original end date of Contract No. C011789 and the parties have determined that extending the term of Contract No. C011789 and increasing the funding for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct is necessary, appropriate, and in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into Amendment No. 1 to Contract No. C011789 with the New York State Department of Environmental Conservation for a 1-year extension and additional funding for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011789
Amendment Number: 1

AMENDMENT TO CONTRACT between **CITY OF NEWBURGH** and **STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as the DEPARTMENT), having offices at 625 Broadway, Albany, New York 12233, and City of Newburgh (hereinafter referred to as the Newburgh), with offices at 83 Broadway, Newburgh, New York 12550 is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C011789 which said Contract the parties now desire to extend; and

WHEREAS, perfluorooctane sulfonic acid (PFOS) has continued to be detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and,

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and,

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and,

WHEREAS, there is a need to continue to provide a temporary alternate source of drinking water to residents of Newburgh; and,

WHEREAS, the Contract provides for amending and extending the Contract in Article 3.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 3 TERM is revised by extending the end date of the Contract from May 31, 2022, to May 31st 2023.
2. Article 2 A. PAYMENT is revised to increase the not to exceed amount payable under this Contract by $1,900,000 for a new not to exceed amount payable of $ 3,800,000.
3. All other terms and conditions of Contract # C011789, as amended will remain in full force and effect.

DRAFT

Business Unit: DEC01
Department ID: 3350000

Contract Number: C011789
Amendment Number: 1

SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

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

NEWBURGH SIGNATURE
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name:
Title:
Dated:

Newburgh Acknowledgement

State of _____)

) ss.:

County of _____)

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

_____ Notary Public

ATTORNEY GENERAL'S SIGNATURE
Dated:

COMPTROLLER'S SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

DRAFT

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT IN THE AMOUNT OF $28,103.00 FOR OVERTIME COSTS IN THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the City of Newburgh wishes to apply for a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program grant in the amount of $28,103.00; and

WHEREAS, such grant funding will be used for overtime costs in the Police Department; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded would be in the best interests of the City of Newburgh and its residents, and the City of Newburgh Police Department;

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 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant in the amount of $28,103.00 for overtime costs in the City of Newburgh Police Department; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE AWARD OF A BID TO FIREMATIC SUPPLY CO., INC. AS REPRESENTATIVE OF PIERCE MANUFACTURING, INC. FOR THE CONSTRUCTION AND DELIVERY OF ONE LADDER TRUCK FOR THE CITY OF NEWBURGH FIRE DEPARTMENT AT A COST OF $1,249,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for the construction and delivery of one ladder truck for the Fire Department; and

WHEREAS, two bids were received and opened; and

WHEREAS, it has been determined that such bid should be awarded to Firematic Supply Co., Inc., as representative of Pierce Manufacturing, Inc., as the lowest responsible bidder, at a cost of 1,249,000.00; and

WHEREAS, funding shall be derived from CG 3412.0202.3024.2024 DASNY Grant – Fire Ladder Truck and H1.3412.0202.0000.2020 Motor Equipment; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and the safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Firematic Supply Co., Inc., as representative of Pierce Manufacturing, Inc., be and is hereby awarded the bid for the construction and delivery of one ladder truck for the City of Newburgh Fire Department at a cost of $1,249,000.00; and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

CITY OF NEWBURGH
FIRE DEPARTMENT
22 Grand Street
Newburgh, New York 12550

DATE: July 18, 2022

TO: City Manager Todd Venning

FROM: Chief F. J. Spinelli

SUBJECT: Ladder Truck Bid #17.22 Review – Recommendation

After a complete review of the bids received on Thursday, June 20, 2022 I recommend that we award the bid to Firematic Supply Company for the delivery of one custom 105' ladder truck at a cost of $1,249,000. Unfortunately, we are not in a position to exercise any of the pre-payment options or add items due to budgetary constraints.

The proposal from Campbell Freightliner of Orange County, LLC for providing one custom 105' ladder truck has a cost of $1,198,831 and there are prepayment options that are not defined in the bid. There are eight pages of exceptions taken to our specifications and while there are no significant issues our history of repairs with our Spartan brand engines has not been good. I recommend against going with this bid.

There were no other bidders. Funding for this apparatus comes from the following budget lines:

CG 3412.0202.3024.2024	$950,000	DASNY Grant – Fire Ladder Truck
H1 3412.0202.0000.2020	$299,000	Motor Equipment

Distribution:
Assistant Chiefs_____HQ Company Officers_____Engine 3_____Dispatchers_____Civilian Staff_____

PROPOSAL FOR FURNISHING FIRE APPARATUS

June 30, 2022

City of Newburgh
City Comptroller
83 Broadway, 4th Floor
Newburgh, New York 12550

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One (1) Pierce Enforcer Aerial As Specified	$ 1,249,000.00
	Total $ 1,249,000.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 15 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at City of Newburgh Fire Department, Newburgh, New York.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: *Jeremy Cohen*
AUTHORIZED SALES REPRESENTATIVE
Jeremy Cohen

PERFORM. LIKE NO OTHER.

Firematic
SUPPLY COMPANY, INC.

CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and City of Newburgh, by its authorized representative, second party.

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Pierce bid # 577 dated 6/30/2022 and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

Fourth. The said apparatus and equipment shall be ready for delivery from Pierce Manufacturing within about 26 months after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at City of Newburgh.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

$ 1,249,000.00

One Million Two Hundred Forty Nine Thoussand Dollars.00

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at Firematic Supply Co. Inc.'s facility located at 50 Jon Barrett Road, Patterson, New York, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party obligation there under shall be evidenced by negotiable paper.

Firematic
SUPPLY COMPANY, INC.

Payment is due upon delivery and acceptance.

Any delay in payment will result in an interest penalty of .05% per day on the unpaid balance.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract, shall remain the property of the first party, until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the first party may take full possession of the apparatus and equipment, or the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

Ninth. This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 6/30/2022

FIREMATIC SUPPLY CO, INC.

By _____

Date of Acceptance _____

City of Newburgh

By _____

_____

_____

_____

NON-COLLUSION BIDDING AFFIDAVIT
CITY OF NEWBURGH

STATE of NEW YORK)
) SS:
County of SUFFOLK)

I, PETER HANRATTY of the (Town, Village, City) of EAST YAPHANK in the County of SUFFOLK and the State of NEW YORK of full age, being duly sworn according to law on my oath depose and say that:

I am PETER HANRATTY, an officer of the firm of FIREMATIC SUPPLY CO., INC. the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by FIREMATIC SUPPLY CO., INC.
(Name of Contractor)

Subscribed and sworn to: _____
(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: PETER HANRATTY Title: PRESIDENT

before me this 8th day

of JUNE, 2022

_____
Notary Public of NYS

My commission expires: 12/19/2025

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

MELODY RIVERA
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in SUFFOLK COUNTY County
01R16138307
MY COMMISSION EXPIRES 12/19/2025

MELODY RIVERA
Notary Public - State of New York
No. 01RI6138307
Qualified in Suffolk County
My Commission Expires 12-19-2025

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That we Firematic Supply Co. Inc., as Principal, (hereinafter called the "Principal"), and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of Massachusetts, as Surety, (hereinafter called the "Surety") are held and firmly bound unto
City of Newburgh
83 Broadway – 4th Floor, Newburgh, NY 12550
as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent of Amount Bid Dollars ($ 10%)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) Pierce Enforcer 105' Aerial

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract, including the attached warranty of Pierce Manufacturing, Inc. or McNeilus Companies Inc., as applicable herein, and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of June, 2022.

MELODY RIVERA NOTARY PUBLIC STATE OF NEW YORK Qualified in SUFFOLK COUNTY County 01R16138307 MY COMMISSION EXPIRES 12/19/2025

Witness: Melody Rivera

Witness: Cathy Hutson

Firematic Supply Co. Inc.
Principal

By: Peter Hanratty
PETER HANRATTY, President
Name and Title

Liberty Mutual Insurance Company
Surety

By: Sarah DeYoung
Sarah E. DeYoung
Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED MASSACHUSETTS 1912

Surety Phone No.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sarah E. DeYoung of the city of Milwaukee, state of WI its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Firematic Supply Co. Inc.

Obligee Name: City of Newburgh

Surety Bond Number: Bid Bond **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2022

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

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

PRODUCER 1-414-443-0000 Brown & Brown Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Pierce Manufacturing Inc. P.O. Box 2017 Appleton, WI 54912-2017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: NATIONAL FIRE & MARINE INS CO — 20079 INSURER B: BERKLEY NATL INS CO — 38911 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 65739000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		42-GLO-100190-08	04/01/22	04/01/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			42-UMO-10019-08	04/01/22	04/01/23	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability			CEX09600174-09	04/01/22	04/01/23	Ea Occ/Agg	10,000,000

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

Additional Insured when required by written contract between the owner and a Pierce Dealer.

One (1) Pierce Enforcer 105' Aerial

CERTIFICATE HOLDER

City of Newburgh
Broadway - 4th Floor
Newburgh, NY 12550
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Sapiro

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Opening Bid Tabulation

In Attendance :

Anna Calli, Sr. Account Clerk
FJ Spinelli, Fire Chief
Robert Van Vlack, City Purchasing Agent
Jeremy Cohen, Firematic Supply Company

Bid #17.22 Fire 105' Heavy Duty Aerial Ladder Truck

Date: June 30, 2022

Time Started: 12:01 p.m.

Time Ended: 12:09 p.m.

	Vendor	Time and Date Recevied	Total Price
1	Campbell Freightliner	8:58 a.m. 6/30/2022	$ 1,198,831.00
2	Firematic Supply Company	11:42 a.m. 6/30/2022	$ 1,249,000.00

LOCAL LAW NO.: __A____ - 2022

OF

AUGUST 8, 2022

A LOCAL LAW ADDING SECTION 20-1.2 ENTITLED "VIDEOCONFERENCING" TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law adding Section 20-1.2 entitled 'Videoconferencing' to Chapter 20 of the Code of Ordinances of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

It is the intent of this Local Law to provide members of the City Council and the public bodies of the City of Newburgh the ability to participate in meetings via videoconference in a manner consistent with the authority granted in Public Officers Law § 103-a.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Section 20-1.2 entitled "Videoconferencing" to Chapter 20 of the Code of Ordinances of the City of Newburgh to read as follows:

§ 20-1. Meetings.
All meetings of the Council will be held in the Council Chambers at City Hall, 83 Broadway ~~the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street~~, Newburgh, New York, at 7:00~~30~~ p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.

§ 20-1.2 Videoconferencing.

A. All public bodies of the City of Newburgh are authorized to use videoconferencing technology to conduct their meetings in accordance with the provisions of section 103-a of the Public Officers Law, subject to the following conditions:

Underlining denotes additions
~~Strikethrough~~ denote deletions

1. A minimum number of members of the public body sufficient to fulfill the public body's quorum requirement must be present in the same physical location where the public can attend;
2. All members of the public body shall be physically present at any meeting of the public body unless a member is unable to be physically present due to extraordinary circumstances. Extraordinary circumstances include, but are not limited to:
    a. disability;
    b. illness;
    c. isolation or quarantine order;
    d. the death of a relative where such term is defined to include a spouse, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, domestic partner, or individual for whom the member is the legal or designated guardian;
    e. caregiving responsibilities for a relative;
    f. responsibilities and/or obligations of the member's primary employment or business;
    g. or any other significant or unexpected factor that may preclude physical attendance.
3. A member who wishes to participate in a meeting by videoconference must provide advance notice and justification for their absence to the extent possible to the appointed leadership of the public body. For purposes of the Council, such notice shall be provided to the Mayor, or in the Mayor's absence to the President Pro Tem, with a copy to the City Manager and City Clerk.
4. The leadership of a public body may require any member requesting to participate in a meeting by teleconference to provide documentation, to the extent possible, supporting such request and may publicly confirm that such documentation was received without publicly stating the contents of such documentation.
5. Except in the case of executive sessions, the public body shall ensure that members who are participating remotely can be heard, seen, and identified at all times when the meeting is being conducted.
6. The minutes of meetings involving videoconferencing shall state which members, if any, participated by videoconference, and shall be available to the public.
7. If videoconferencing is being used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend.
8. If videoconferencing is used to conduct a meeting, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation as in person participation.

Underlining denotes additions
~~Strikethrough~~ denote deletions

9. Any and all videoconferencing technology used for public meetings shall be made accessible to members of the body and the public with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended.
10. Nothing herein shall prohibit a City of Newburgh public body from holding meetings entirely by videoconference, with no in-person requirement, during a state of emergency declared by the Governor of New York pursuant to Executive Law § 28 or by the Orange County Executive or City Manager of the City of Newburgh pursuant to Executive Law § 24 if such public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.

B. These written procedures governing member attendance by videoconference at meetings of public bodies, together with any supplemental, but not contrary, written procedures that public bodies may adopt on the subject of videoconferencing, shall be conspicuously posted on the City of Newburgh's website.

SECTION 4 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

SECTION 6 – VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denote deletions

SECTION 7 – EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denote deletions