

## Exhibit Q

# URBANWATERS

## FEDERAL PARTNERSHIP

*Restoring Urban Waters, Revitalizing Communities*

### Bronx and Harlem River Watersheds

(New York City, New York)



#### Ambassador

**Sara Powell (Natural Areas Conservancy)**

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#### Co-Leads

**Donna Myers (USGS)**

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### Overall Assessment of the Partnership Since the Beginning

The Bronx and Harlem River Watersheds have been part of the Urban Waters Federal Partnership (UWFP) since 2011, when the first seven pilot locations were selected. Led by the U.S. Geological Survey (USGS), this location faces the challenge of helping overburdened and underserved communities reconnect to their waterways, benefit recreationally and economically, and achieve their own waterfront vision. This vision includes new and improved open space, access to waterfront recreational opportunities, improved water quality, and promotion of economic development.

The Bronx and Harlem River Watersheds were once varied ecosystems covered by forests, meadows, and marshes, and, despite numerous challenges, still hold enormous potential to provide natural beauty, wildlife habitat, and recreational amenities, all of which improve the

quality of life of local residents. Today, however, much of the natural habitat in the area has been displaced by urban development, which has contributed to pollution and contamination of the watersheds. The South Bronx is home to the most economically disadvantaged congressional district in the country, and nearly all of the neighborhoods in both watersheds within the Bronx are recognized as environmental justice communities by the New York Department of Environmental Conservation. The Harlem River Watershed is also very densely populated and highly built-up, with very little green or open space along the river. The community is cut off from the Harlem River by a network of highways, streets, and railroads, and the only access points are difficult to find, noisy, and unsafe. Approximately 90% of the shoreline is constrained by highways, rail lines, and industrial land uses, all of which have significantly reduced access to the river for recreational use.

## Members of the Partnership

The partnership includes federal agencies and non-federal organizations. The Bronx River Alliance and the Bronx Council for Environmental Quality serve as lead community partners.

### *Federal Government*

- Department of the Interior, U.S. Geological Survey
- Department of the Interior, Fish and Wildlife Service
- Department of the Interior, National Park Service
- Environmental Protection Agency
- Federal Emergency Management Agency
- Department of Housing and Urban Development
- National Oceanic and Atmospheric Administration
- U.S. Army Corps of Engineers
- Department of Agriculture, U.S. Forest Service
- Department of Transportation
- Representative José Enrique Serrano's Office

### *State Government*

- Governor Andrew M. Cuomo's

### *Office*

- New York State Parks, Recreation and Historic Preservation
- New York State Department of Transportation

### *Local Government*

- New York City Department of Parks and Recreation
- New York City Department of Design and Construction
- New York City Economic Development Corporation
- Bronx Borough President's Office
- New York City Department of Environmental Protection
- New York City Department of Transportation

### *Non-governmental Organizations (NGOs)*

- Bronx Council for Environmental Quality
- Harlem River Working Group



- Bronx River Alliance
- NY-NJ Harbor & Estuary Program/Hudson River Foundation
- Friends of Van Cortlandt Park
- Riverkeeper
- Amtrak
- Rocking the Boat
- Urban Assembly New York Harbor School
- Waterfront Alliance

## Nature of the Partnership

Participation in the partnership is voluntary. Partners support the UWFP by providing knowledge, technical assistance, financial assistance, and connections to other potential partners. To date, the partnership has held several meetings in New York to reconnect the various members and discuss major issues and potential solutions. A significant portion of the partnership's work has been achieved through individual efforts. With an Ambassador now in place, the partnership location will provide more focused activities, greater communication, increased collaborative efforts, and an expanded partnership to achieve the mission and vision of the UWFP.

## Major Accomplishments Since the Beginning of the Partnership

**Bronx River Shoreline Restoration** Multiple sites along the Bronx River have been restored, including Hunts Point Landing, Rodman's Neck Coastal Forest, and the Soundview Park Aquatic Ecosystem. Hunts Point converted old, abandoned space into a public park, and 10,000 trees were planted in Rodman's Neck Coastal Forest. Oyster reef restoration was completed in 2012 at the Soundview Park Aquatic Ecosystem.

**Bronx River Designated a National Water Trail** Coordinated efforts have improved the safety of the Bronx River for recreational activities such as canoeing and kayaking. The Bronx River Alliance (Alliance), with assistance from the National Park Service (NPS), developed a water trail for human-powered boating that incorporates best management practices and design features that are an example for urban waterways. The Secretary of the Interior and the NPS Director recognized these efforts and designated the Bronx River Blueway one of the first National Water Trails in 2012. The Alliance also received a \$25,000 Challenge Cost Share grant from NPS to expand their public canoe and kayak programming targeted at youth and their families.

**Youth and Community Engagement** Since 2011, USGS has been participating in the annual Harlem River Festival, an event which has grown into a week-long, borough-wide outreach effort that brings local communities together through educational and on-water recreational activities.



USGS and the Bronx Council for Environmental Quality (BCEQ) work with faculty and students from minority-serving institutions (such as Eugenio Maria de Hostos Community College, Lehman College [City University of New York] (CUNY), and Borough of Manhattan Community College) to help collect and interpret water-quality information and sustain green infrastructure projects.

**Community Service** The Bronx Helpers Youth Community Service and Leadership Development Program provided 60 teenagers the chance to learn about environmental issues and participate in related projects. The intensive summer program, organized by New Settlement Apartments and the U.S. Department of Agriculture Forest Service, gave youth a chance to develop leadership skills and participate in civic engagement and community service.

**Oyster Restoration in the Bronx River** The U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration (NOAA), U.S. Environmental Protection Agency (EPA), New York City (NYC) Parks Natural Resource Group, NY/NJ Baykeeper, Hudson River Foundation, Urban Assembly New York Harbor School, Rocking the Boat, and other local agencies constructed an oyster reef to provide a better place for oysters to live in the Bronx River.

**Bronx Zoo Kiosk** With support from NOAA, the Wildlife Conservation Society, and NYC Parks, USGS constructed a kiosk at the Bronx Zoo in 2013, complemented with PowerPoint and a scrolling display of current river conditions. River flows are available in near real-time through a USGS website.

**Harlem River Water Quality Assessment** USGS contributed \$50,000 in FY2012 to support the Harlem River Working Group's Watershed Protection and Partnership Action Plan. In cooperation with the New York City Department of Environmental Protection (NYCDEP), USGS led the effort to compile over 100 years of water-quality data and provide analysis of the current water-quality status and condition of the Harlem River Watershed. The associated report can be found at the USGS Publication Warehouse: <https://pubs.er.usgs.gov/publication/sir20165044>.

**Innovative Pop-up Wetland Runoff Treatment Project** In 2013, BCEQ, the Harlem River Working Group, and NYC Department of Parks and Recreation, with funding from a Wildlife Conservation Society-NOAA grant and Representative José Serrano, installed a pop-up wetland to capture stormwater runoff from an elevated roadway. With support from several USGS Water Science Centers, the quality and quantity of stormwater from adjacent roadways was assessed. Sampling results are intended to support construction of passive riverfront park features meant to treat stormwater before it enters the Harlem River. Other partners included: DLANDstudio; the Gaia Institute; Highbridge Community Life Center; Sustainable South Bronx; the NPS Rivers, Trails, and

Conservation Assistance Program; NYC Parks Greenbelt Native Plant Center; and New York Restoration Project.

**Closing the Greenway Gap – Construction of a Bronx River Pedestrian Bridge** In 2012, Representative Serrano asked the Secretary of the Interior if the U.S. Department of the Interior (DOI) would help jumpstart discussions between NYC, New York state, and Amtrak to help complete the final section of the Bronx River Greenway. DOI convened meetings and facilitated discussions among the New York State Department of Transportation, the Office of Representative Serrano, Amtrak, NPS, and NYC Parks over a three-year period. These talks successfully led to the resolution of legal issues. DOI was instrumental in getting a \$10 million award through the U.S. Department of Transportation’s Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant program in 2015. The TIGER award will help construct the final link needed to safely connect South Bronx residents over Amtrak rail lines, nine acres of improved parkland, as well as the river itself, and mark the completion of a one-mile bike and pedestrian link in a trail system that will run for 23 miles. Partners also provided funding for the project: Amtrak waived design review fees and air rights, the city contributed \$14 million, the state provided \$8.6 million, and DOI provided \$4.4 million from Hurricane Sandy funding—all as a match for the successful \$10 million TIGER proposal. With the completion of the Greenway, Bronx residents will no longer be cut off from the river and from new parks and playgrounds. Greenway travelers will have a safe, continuous north-south route through the Bronx. This project will ensure better access to roughly 400,000 South Bronx residents—and 30,000 residents in the immediate vicinity.

**Creating a Greenprint for the Harlem River Waterfront** In 2012, the Harlem River Working Group, the Trust for Public Land, Pratt Institute, and the Pratt Center for Community Development led a community visioning project to create a “greenprint” for the Harlem River Waterfront. The vision and a greenprint map are available online:

<http://harlemriverworkinggroup.org/greenway/map/>.



## Major Actions Planned in the Future

**Harlem River Watershed Plan** With funding from the New York State Department of State Local Waterfront Revitalization Program, NYC Parks is developing a Harlem River Watershed Natural Resources Management Plan for the Bronx. When completed in 2019, this plan will serve as a guiding document for agencies, community groups, and other stakeholders to implement actions that will protect and restore watershed resources. The plan will also identify priorities as a focus for future funding, generate typical design concepts for key projects, and build on priorities already identified through other community-based planning efforts.

**A Continuous Greenway along Both Sides of the Bronx and Harlem Rivers** Through America's Great Outdoors and the UWFP, NPS and EPA are working closely with NYC and community groups to create a new waterfront greenway along the Bronx side of the Harlem River, connecting the river to neighborhoods.

**Flood Remediation Plans** USGS will work with the New York Department of Design and Construction to map bedrock elevations in the Bronx and the rest of NYC to inform green infrastructure design.

**Bronx River Shoreline Restoration at Starlight Park** This project, conceived as part of Hurricane Sandy proposal restoration efforts, proposes to renaturalize armored waterfront, improve habitat and flood storage, create new wetlands, remove contaminated soils, and enhance stormwater management along 11 acres. The restoration project intends to reduce the vulnerability of Bronx communities from future coastal storms and contribute to the ecological restoration of the Bronx River.

**Reducing Trash in the Bronx River** In 2016, the Bronx River Alliance's "Project WASTE" (Waterway and Street Trash Elimination) received a grant from EPA Region 2 (Trash Free Waters) to reduce the amount of plastic trash entering the Bronx River from upstream sources. Working with the NYC Parks Natural Resource Group and the New York Botanical Gardens, the Bronx River Alliance will conduct floatable trash assessments at trash collection booms and at accumulation hot spots in upstream, midstream, and downstream locations, and will analyze the data to determine the sources of the trash. Outreach will be conducted with businesses identified as sources to explore options for reducing disposable trash generation. The project will include working with two Bronx and two Westchester County High Schools to educate students about the impact of loose trash on the environment, and encourage students to generate and carry out their own public awareness projects.



**Citizen Science & Water Quality Monitoring** In 2016, Sarah Lawrence College's Center for the Urban River at Beczak received funding from the Urban Waters Small Grants program to implement a project to improve water quality and increase community engagement in four urban watersheds in the Lower Hudson River region, including the Bronx River. All of the target communities in these watersheds suffer from remnants of their industrial legacy and rapid growth, namely combined sewer systems and lack of access to the riverfront. The project will seek to gain a better understanding of the severity and sources of pollution, and will engage citizen stewards in hands-on science and empower local communities to become proactive advocates for pollution reduction.

**Harlem River Water Quality Monitoring** During summer 2017, USGS will provide NYC Parks with preliminary water- and sediment-quality data to help inform the Harlem River Watershed Plan and a future living shoreline restoration project planned for Bridge Park South/Depot Place—the next portion of the Harlem River waterfront slated for development into public parkland. Working with the Ambassador, NYC Parks, EPA, the Interstate Environmental Commission, and NYCDEP, an assessment of the Depot Place water and sediment quality will be conducted by City College of New York (CCNY Harlem Campus) student interns at USGS and with the support of the UWFP.

## Major Challenges in the Future

Reconnecting the community to the Bronx and Harlem rivers can bring economic and health benefits. Realizing further progress on this common vision will require a significant amount of time and effort to coordinate the work of NGOs, academia, federal agencies, state and local agencies, and industry. The recent arrival of the Ambassador will facilitate the coordination of this location's partner initiatives and activities, and enable sustained forward motion toward achieving these shared goals.

## Exhibit R

From: Macnow, Ellen <[Ellen.Macnow@parks.nyc.gov](mailto:Ellen.Macnow@parks.nyc.gov)>  
To: Karen Argenti <[karenargenti@aol.com](mailto:karenargenti@aol.com)>; dartwestphal <[dartwestphal@gmail.com](mailto:dartwestphal@gmail.com)>  
Sent: Wed, Jun 20, 2012 4:01 pm  
Subject: Pier 5 NOAA-funded project  
Karen/Dart,  
To recap our call:

For the access to Pier 5 -

Send a copy of the permit to Chief Larry Scoones and to the District Manager Shawn Cargil, cc to me. Chief Scoones will discuss with Commissioner Aponte if he needs to be looped in. Also send a few bullet points about this 1st site visit:

- proposed date, start and end times
- work to be done while on site
- number of people
- in service of the design work that will be submitted to Parks for review and comment. The actual work and schedule will be agreed on at a later phase of design (I'm guessing around 50% design).

[lawrence.scoones@parks.nyc.gov](mailto:lawrence.scoones@parks.nyc.gov)  
[shawn.cargil@parks.nyc.gov](mailto:shawn.cargil@parks.nyc.gov)

For the design itself- We'd like to see the design at about the 30% complete phase.

Please make sure the design answers the following question:

- How will water leaving the modules flow through the lot and reach the river?
- How will high flows be managed? Will overflow to the parking lot be permitted?

Again, if there are several options being considered, please let us know sooner rather than later and we can give some feedback.

Lastly, since NRG is familiar with the design that dlandstudios did for a similar project in Flushing Meadows Park in Queens, a blurb about what is the same and what is different from that project will be helpful.

Ellen  
I r



## Exhibit S



NYC Parks

John J. Natoli, P.E.  
Chief Engineer  
Capital Projects  
Permit No. X-9-13NF

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City of New York  
Parks & Recreation

Olmsted Center  
Flushing Meadows  
Corona Park  
Flushing, NY 11368  
www.nyc.gov/parks

**THIS PERMIT IS  
NOT VALID UNLESS  
BOTH PARTIES  
HAVE SIGNED THIS  
PERMIT**

Tams Green Material Inc,  
838 Cleveland Street  
Brooklyn, NY 11208

**FORESTRY PERMIT IS REQUIRED  
PERMIT TO PERFORM WORK ON PARK PROPERTY**

**Permit No:** X-9-13NF

**Start:** 6/27/13 *JNC*

**Expiration:** August 1, 2014

PERMISSION AS REQUESTED IS GRANTED TO YOU AND/OR YOUR ASSIGNEE AS PERMITTEE TO PERFORM WORK ON PARK PROPERTY SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN:

**LOCATION:** Harlem River Water From (Pier 5)/ Mill Pond Park - Bronx

**FOR THE PURPOSE OF:** (Pier 5) Ecological methods to capture and filter currently piped storm water runoff from the Major Deegan (I-87) before it enters the river.

- **Anyone who is accessing the site is responsible for securing it.**

### **PERMIT TO PERFORM WORK ON PARK PROPERTY**

This document constitutes a construction and maintenance permit ("Permit") issued by the New York City ("City") Department of Parks & Recreation ("Parks") to Tams Green Material Inc ("Permittee") to perform certain construction work and periodic equipment maintenance ("the Work") in Harlem River Water From (Pier 5)/ Mill Pond Park - Bronx (more particularly on the attached map hereinafter referred to as the "Permitted Premises," and shown on Exhibit A).

#### 1. Grant

This permit is granted solely for the purposes of:

- A. (Ecological methods to capture and clean the currently piped)  
Construction shall begin on \_\_\_\_\_ and shall be completed no later than August 1, 2014 from the start of construction. ("Construction Term"). The start date of construction must be approved in advance by Parks.
- B. Permittee must restore the Permitted Premises by performing certain restoration work ("the Restoration Work") and must comply with the specifications attached as in Exhibit B approved by Park and to a condition acceptable to Parks.
- C. This Permit grants Permittee a license to enter the Permitted Premises for the purposes described above; it is understood that Permittee has no ownership interest in the Permitted Premises and shall have no rights with respect to the Permitted Premises except as set forth herein.

#### 2. Notifications

The Chief of Operations of the Borough of Bronx, Larry Scoones at, 718-430-1856 or designee, shall be notified by the Permittee at least forty-eight (48) hours before construction work is started under this Permit.

#### 3. Site Photographs and Scope

Permittee shall take a complete and thorough set of photographs showing the existing condition of the Permitted Premises and access areas, and shall submit same to Parks' Construction Permit office, prior to the commencement of the Work at the Permitted Premises. Photographs will be used to determine the scope of restoration requirements.



All the Work shall be performed in the areas shown on Exhibit A.

4. Conditions and Terms of Issuance

- A. "City" shall mean the City of New York.
- B. "Commissioner of Parks" shall mean the Commissioner of the New York City Department of Parks & Recreation or his designee.
- C. "Parks" shall mean the New York City Department of Parks & Recreation.
- D. Permittee shall strictly adhere to all City, state and federal laws, rules and regulations, including but not limited to the Rules and Regulations of Parks.
- E. The Permittee shall, at its sole cost and expense, restore and improve the Permitted Premises that are disrupted or disturbed by the Work. The restoration and improvement work must be in accordance with the restoration plan (Exhibit B) and be approved by Parks' Construction and Forestry Divisions.

5. Expiration, Termination and Extension of Permit

- A. This Permit is terminable at will at the discretion of the Commissioner upon twenty-five (25) days notice. Unless previously terminated at the discretion of the Commissioner, this Permit will terminate August 1, 2014 from the start of construction. Extension requests must be made thirty (30) days prior to expiration.
- B. Parks reserves the right to amend this Permit to cover new conditions and to cancel this Permit at any time and for any reason.

6. Coordination

- A. This Permit does not grant the Permittee exclusive right to use the Permitted Premises. The Permittee shall coordinate the Work and the Restoration Work with any other work being performed in the area by Parks, its contractors, or sub-contractors, utility companies, other City or state agencies, or any other authorized permittees.
- B. This Permit is issued for construction and maintenance work on lands under the jurisdiction of Parks. Permittee shall be responsible for securing any permits required to perform any of the Work or Restoration Work. .
- C. Upon the completion of the Work and the Restoration Work, Permittee shall furnish to Parks and to any other agency involved in the permitting process for the Work and the Restoration Work plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Work and Restoration Work erected or installed

under this Permit, as well as the location and dimensions of all substructures encountered during the progress of the Work and the Restoration Work.

- D. The Work and the Restoration Work shall be open at all times to the reasonable inspection of all agencies involved in the permitting process for the Work and the Restoration Work as well as all agencies with applicable oversight authority over any portion of the Work and/or the Restoration Work.

7. Forestry Requirements

- A. Prior to the commencement of construction work at the Permitted Premises, Permittee shall contact the Bronx Director of Forestry, James LeMyre at, 718-430-1820.
- B. Permittee shall not stockpile any construction material within the dripline of trees.
- C. Permittee shall perform at its sole cost and expense compensatory pruning of trees adversely affected by the Work or the Restoration Work. Pruning shall be done by a Parks approved licensed arborist when and where directed by Parks.
- D. Permittee shall install wooden tree guards as directed by Parks.
- E. Permittee shall circumvent trees by trenching outside the dripline of the trees.
- F. Permittee shall remove all dead plant material resulting from Permittee's activities under this Permit determined by Parks, from the Permitted Premises.
- G. Tree Replacements.
- i) Permittee shall not remove any trees from the Permitted Premises in the absence of written authorization from the Commissioner.
  - ii) Tree replacements are to be determined on a square inch for square inch basis; i.e., the basal area calculated at a point 4'-6" above finished grade of the replacement trees must equal at least the basal surface area of the existing trees.
  - iii) Replacement trees must be 3"-3 1/2" caliper trees in species acceptable to Parks.
  - iv) All trees killed or severely damaged by Permittee shall be replaced as per the basal area replacement formula described in 7(G)(ii) above.
- H. During the term of this Permit all grass areas disturbed by Permittee shall be restored with seed in strict accordance with Parks' specifications.
- I. During the term of this Permit all areas graded by Permittee shall have a minimum depth of 6 inches of topsoil prior to sodding. Sodding shall be in accordance with Parks' Standards, and shall be installed during the proper planting season. Vegetation must be watered and otherwise cared for by Permittee until the root system is established and verified by Parks.



- J. Plantings Guarantee. Plantings (trees, shrubs) shall be watered and otherwise cared for and guaranteed by the Permittee for a period of one year after the final inspection and acceptance by Parks. After the one year guarantee period, any tree or shrub that requires replacement (as directed by Parks) shall carry an additional six month maintenance guarantee. Replacement plantings must successfully survive the six month period or again be subject to replacement until accepted by Parks. Where vandalism is agreed by Parks as the cause for replacement, the Permittee shall not be responsible for replacement during the one year guarantee period after the final acceptance or during any subsequent six month guarantee period.

8. Access and Use Requirements

- A. Permittee shall not commence the Work or the Restoration Work until all required permits and approvals have been obtained from all appropriate agencies.
- B. For any questions regarding the permit area, Permittee shall contact the Chief of Operations for the Borough of Manhattan.
- B. Prior to any excavation, Permittee shall, contact "One Call Users' Council, Inc." at 1-800-272-4480, to obtain information on underground utilities.
- D. Access to the Permitted Premises shall be via Parks' Roads and Paths unless otherwise approved by Parks or any other agency with jurisdiction over adjacent routes.
- E. Permittee shall maintain all areas used for access to the Permitted Premises, as well as any staging areas, in a condition acceptable to Parks.
- F. Permittee shall not permit construction debris to accumulate anywhere on the Permitted Premises and shall clean up the Permitted Premises on a regular basis during the Construction Term.
- G. Permittee shall use "Dumpsters" of a capacity which has been determined by Parks **NOT** to be detrimental to the access roads and paths leading to the Permitted Premises.
- H. Permittee shall not park private vehicles on Parks' property without obtaining permits from the Manhattan Borough Commissioner's Office.
- I. Emergency vehicles must always have access through the Permitted Premises.

9. Maintenance and Restoration of Site

- A. In addition to the Restoration Work, the Permittee shall replace and restore all planted areas, trees, shrubs and other existing structures or substructures, utility lines, roads, walks and/or curbs damaged or destroyed by Permittee during the



term of this Permit, and such replacement and/or restoration shall be in accordance with all applicable laws, rules, and regulation and must be approved by Parks. Upon the expiration or sooner termination of this Permit, all temporary structures, equipment and material belonging to Permittee shall be removed from the Permitted Premises.

- B. Guarantee (Other Than Plantings). All materials used to restore the Permitted Premises, subject to settlement, which remain on the Permitted Premises upon the expiration of this Permit shall be maintained and guaranteed by the Permittee for a period of one year after the final inspection and acceptance by the Parks.
- C. Supervision. Permittee shall have qualified supervisory personnel present at the Permitted Premises during all phases of the restoration to ensure that Permittee adheres to all Parks' specifications.
- D. Final Inspection. Permittee shall notify Parks after the Construction Term when the Permitted Premises is ready for final inspection to certify that Permittee has restored the Permitted Premises in accordance with the terms of this Permit.
- E. Weekend or Holiday Work. All construction work shall be performed in accordance with Sections 24-222 and 24-223 of the Administrative Code of the City of New York. No construction work other than necessary maintenance, emergencies or as required by the City or its appropriate agency, is to be performed on Parks property on Saturdays, Sundays or Holidays, except by written permission from Parks and in compliance with all City, state and federal laws and the Rules.
- F. Safety Devices. Barricades, warning devices, signs, flags, lights, shall be provided and maintained as required to insure public safety. Permittee is responsible for the adequacy of the safety devices. Parks shall have the right to order the Permittee to vary and/or increase the safety devices installed on the Permitted Premises. Permittee shall maintain any such devices in good condition throughout the duration of this Permit.
- G. The existing drainage and utility systems at the Permitted Premises shall be maintained during the term of this Permit to the satisfaction of Parks.
- H. Permittee shall restore to match substantially any "Hex Blocks" disturbed by the Work.
- I. Permittee shall be permitted to remove and restore chain link fencing in continuous lengths.
- J. Permittee is aware that any ballfields or recreational areas must be left in playable condition at the end of each workday, if applicable.
- K. Permittee shall seed all grassy areas disturbed by their construction and/or maintenance activities and maintain (water) the area until a stand of grass is

accepted by the Parks Manhattan Maintenance & Operations Division.

- L. Permittee is aware that existing drainage, electrical and sewer lines are presently in working condition, and shall be tested again upon completion of the construction period.
- M. Permittee shall restore all surfaces disturbed by their construction and/or maintenance activity to match substantially existing materials.
- N. Regardless of prior existing conditions at the Permitted Premises, all the Restoration Work must be performed at a level consistent with Parks' Standard construction procedures for new work.

10. Modifications/Choice of Laws/Venue

- A. This Permit constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. No modification to this Permit shall be valid unless in writing, signed by the parties hereto. Waiver of any breach or default of any provision hereof shall not be deemed a waiver of any subsequent breach of the same or other provision. This Permit shall be deemed to be executed in New York City, State of New York, regardless of the domicile of the Licensee and shall be governed by and construed in accordance with the laws of the State of New York.

The parties agree that any and all claims asserted by or against the City arising under or related to this Permit shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If Permittee initiates any action in breach of this Section, the Permittee shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

11. Liability

- A. To the fullest extent of permitted by law, Permittee shall defend, indemnify and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this Permit, or Permittee's failure to comply with the law or any of the requirements of this Permit. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Permittee, the City and its officials and employees shall be partially indemnified by Permittee to the fullest extent permitted by law.



- B. Copyrights and Patents: To the fullest extent of the law, the Permittee shall indemnify, defend, and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys' fees and disbursements), against any of them for infringement or violation of any copyright, patent, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party, in each case arising out of the use for the purpose of this Permit of any plans, designs, drawings or specifications furnished by Permittee in the performance of this Permit.
- C. These indemnification provisions shall survive the termination or expiration of this Permit. These indemnification provisions shall not be limited in any way by any other provision of this Permit, including Section 5 hereof.
- D. Permittee's construction and restoration activities shall be performed in such manner that the stability of the existing and adjacent areas is not disturbed. Permittee shall be responsible for any damage caused to adjacent Parks areas or appurtenances which result from performance of the Work or the Restoration Work.

12. Insurance

A. Types of Insurance: From the date Permittee is required to provide Proof of Insurance pursuant to Section 12(E) below through the date of completion of all required Work, Permittee shall maintain the following types of insurance as indicated herein in Section 12(J) (with the minimum limits and special conditions specified).

(i) Commercial General Liability Insurance: Permittee shall maintain a Commercial General Liability ("CGL") insurance policy or policies (including umbrella or excess policies, if any) satisfying the requirements of this Section 12. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Permit. Coverage shall be at least as broad as that provided by the most recently issued Insurance Service Office ("ISO") Form CG 0001. Such CGL insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026. Such CGL insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City and must be "occurrence" based rather than "claims-made".

(ii) Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: The Permittee maintain, and ensure that each Contractor and Subcontractor maintain, Workers Compensation, Employers' Liability, and Disability Benefits Insurance as required by New York law.

(iii) Comprehensive Business Automobile Liability Insurance: Permittee shall maintain Comprehensive Business Automobile Liability insurance for liability

arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this Permit. Coverage should be at least as broad as the most recent edition of ISO Form CA0001.

B. General Requirements for Insurance Policies:

(i) All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Mayor's Office of Operations.

(ii) Permittee (or its contractors) shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

(iii) The City's limits of coverage for CGL insurance shall be the greater of (i) the minimum limits set forth in Section 12(J) or (ii) the limits provided to the Permittee as Named Insured under all primary, excess and umbrella policies of that type of coverage.

C. Proof of Insurance:

(i) Before any Work pursuant to this Permit begins, Permittee shall, for each policy required under this Permit, except for Workers Compensation, Employers Liability and Disability Benefits Insurance, file a Certificate of Insurance with the Commissioner pursuant to 12(G).

(ii) All Certificate(s) of Insurance shall be in a form reasonably acceptable to the City and shall certify the issuance and effectiveness of the types of insurance specified in Section 12(J) and be accompanied by either a duly executed "Certification by Broker" in the form contained in Section 12(K) or completed copies of all policies referenced in the Certificate of Insurance. Where completed policies have not yet been issued, binders are acceptable.

(iii) Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Permit. Such Certificates of Insurance shall comply with the requirements of 12(E) (i) and (ii).

(iv) The Permittee shall be obligated to provide the City with a copy of any policy required by this Section 12 upon the demand for such policy by the Commissioner or the New York City Law Department.



C. Operations of the Permittee:

(i) The Permittee shall not commence the Work unless and until all required certificates have been submitted to and accepted by the Commissioner. Acceptance by the Commissioner of a certificate hereunder does not excuse the Permittee from securing a policy consistent with all provisions of this Section or of any liability arising from its failure to do so.

(ii) The Permittee shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Permit and shall be authorized to perform Work and Replacement Work only during the effective period of all required coverage.

(iii) In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Permittee shall immediately stop all Work or Replacement Work, and shall not recommence Work or Replacement Work until authorized in writing to do so by the Commissioner.

(iv) Where notice of occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section 12, the Permittee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Permit (including notice to Commercial General Liability insurance carriers for events relating to the Permittee's or its Contractors' employees) no later than 20 days after such event. For any policy where the City is an additional insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Permittee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

D. Wherever reference is made in this Section 12 to documents to be sent to the Commissioner (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Section 17.

E. Materiality/Non-Waiver: The Permittee's failure to secure policy(ies) in complete conformity with this Section, or to give the Insurance Company timely notice of any sort required in this Permit on behalf of the City, or to do anything else required by this Section 12 shall constitute a material breach of this Permit. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

F. Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve the Permittee of any liability under this Permit, nor shall it

preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or as otherwise provided by law.

G. Insurance Schedule

Types of Insurance	Minimum Limits and Special Conditions
Workers' Compensation, Employer's Liability, and Disability Insurance	Per Statutory Limits as required by the laws of the State of New York
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate. Additional Insureds: 1) City of New York, including its officials and employees, <b>with coverage at least as broad as ISO Form CG 2026</b>
Comprehensive Business Auto Coverage	\$1,000,000 per accident

H. The Certificate by Broker must be in the following form:

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance, dated \_\_\_\_\_, is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker (typewritten)]

\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized official or broker]

\_\_\_\_\_  
[Name of authorized official or broker (typewritten)]

Sworn to before me this \_\_\_ day of \_\_\_\_\_

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

\_\_\_\_\_



13. Independent Contractors, No Assignment

The parties to this Permit shall be independent contractors, and nothing herein shall be deemed to make the parties hereto joint venturers, partners, agent/principal or otherwise. This Permit shall not be assignable without the other party's prior written consent.

14. Investigations

- a) The parties to this Permit shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance and to examine witnesses under oath or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- (b) (i) If any person who has been advised that his or her statement and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within City, or any public benefit corporation organized under the laws of the State of New York; or
- (ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision thereof or any local development corporation within the City; then
- (c) (i) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- (ii) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph (e) below with City incurring any penalty or damage for delay or otherwise.
- (d) The penalties which may attach after a final determination by the commissioner or agency head may include, but not exceed:
  - (i) The disqualification for a period not to exceed five years from the date of an adverse determination for any person or entity of which such person was a



member at the time the testimony was sought from submitting bids for, transacting business with or entering into or obtaining any contract, lease, permit or license with or from City; and/or

- (ii) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Permit, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by City.
- (e) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in sub paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in sub-paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:
  - (i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit including, but not limited to, the discipline, discharge or disassociation of any person failing to testify, the production of accurate and complete books and records and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
  - (ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
  - (iii) The nexus of the testimony sought to subject entity and its contracts, leases, permits or licenses with City.
  - (iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under paragraph (d) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph (c) (i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- (f)
  - (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
  - (ii) The term "person" as used herein shall be defined as a natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
  - (iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association or person that receives monies, benefits, licenses, leases or permits from or through City or otherwise transacts business with the City.
  - (iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- (g) In addition to and notwithstanding any other provision of this Permit the commissioner or agency head may in his or her sole discretion, terminate this

Director of Permits  
The Olmsted Center  
Flushing Meadows - Corona Park  
Flushing, New York 11368

All notices to Permittee shall be sent to following address:

18. Copyright

The Permittee warrants that it has obtained or will obtain prior to the commencement of any portion of the Work and the Restoration Work all required approvals and permissions to use any and all materials that without such permission or approval would infringe or violate the copyright, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party.

19. Safety Standards

All installed products, materials and equipment installed must meet the reasonable safety standards of Parks.

20. Abandoned Project

If at any time during the course of the Work or the Restoration Work being performed under this Permit it is determined that the Work cannot be completed due to unforeseen field conditions Permittee shall leave the area in the same or better condition the affected area was in prior to work having commenced under this Permit at no cost to the City.

21. No Cost

All the Work and the Restoration Work performed under this Permit shall be at no cost to the City or Parks.

22. Assignment

The Permittee shall not assign, transfer, convey or otherwise dispose of this Permit or of Permittee's rights, obligations, duties, in whole or in part, under this Permit, unless the prior written consent of Parks shall be obtained, which consent shall not be unreasonably withheld or delayed. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

23. Merger

This written Permit contains all the terms and conditions agreed upon by the parties hereto, and no other permit, agreement, oral or otherwise, regarding the subject matter of



this Permit shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

24. Modification

No modification, amendment, waiver or release of any provision of this Permit or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by both parties to this Permit.

25. Protection of Property

The Permittee assumes the risk of, and shall be responsible for, any loss or damage to property of the City of New York, including the Site, involved in the performance of this Permit, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Permittee, or his or her officers, managerial personnel and employees, or any person, firm, company, agency or others engaged by the Permit as expert, consultant, specialist or subcontractor hereunder.

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Permit.

26. Progress Schedule

~~Prior to the commencement of any the Work or Restoration Work to be performed under this Permit, Permittee shall provide Capital Projects [Borough] Team Leader with a progress schedule of the Work to be performed. Every one hundred twenty (120) days thereafter Permittee shall furnish to \_\_\_\_\_ an updated progress schedule showing the amount of the Work or Restoration Work that has been completed and the anticipated completion dates of all of the Work or the Restoration Work.~~

27. Liquidated Damages

If the Permittee fails to vacate the Permitted Premises and/or fails to leave the Permitted Premises in the condition required by this permit by the termination date, the Permittee shall be liable for liquidated damages in the cash amount of \$1,000 per day for every calendar day or part thereof that such failure continues, it being acknowledged by the Permittee that said cash amount is reasonable in proportion to the probable damages likely to be sustained by the City if the Permittee fails to vacate the Permitted Premises by the termination date and/or fails to leave the Permitted Premises in the condition required by the Permit, that the amount of actual damages to be sustained by City in the event of such failure is incapable of precise estimation, that the payment of such cash amount by the Permittee would not result in severe economic hardship for the Permittee, and that such payment does not constitute a penalty or punitive damages for any purposes. Such amounts due and unpaid by the Permittee shall constitute a lien on any property owned by the Permittee. This paragraph survives the termination date of this Permit.



CITY OF NEW YORK / PARKS & RECREATION

By: \_\_\_\_\_  
John J. Natoli, P.E.  
Chief of Construction

Cc: FILE/R. Dimond, D. Shanks-Brown, A. Oliveri, Commissioner, A. Aponte, L. Scoones,  
J. Meyre, D. Howe, D. Grulich

**Contact Information:**

NYCDPR-Larry Scoones-718-430-1856  
NYCDPR-Forestry-James LeMyre-718-430-1820

**Permit No.:** X-9-13NF / **For the purpose of:** Ecological methods to capture and clean  
the currently piped runoff

**Accepted and Agreed**  
(Tams Green Material Inc,)

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF NEW YORK / PARKS & RECREATION

FOR By: [Signature] BO KIM, PE  
John J. Natoli, P.E.  
Chief of Construction

Cc: FILE/R. Dimond, D. Shanks-Brown, A. Oliveri, Commissioner, A. Aponte, L. Scoones,  
J. Meyre, D. Howe, D. Grulich

Contact Information:

NYCDPR-Larry Scoones-718-430-1856  
NYCDPR-Forestry-James LeMyre-718-430-1820

**Permit No.:** X-9-13NF / **For the purpose of:** Ecological methods to capture and clean  
the currently piped runoff

Accepted and Agreed  
(Tams Green Material Inc.)

Print Name: Soon K. Hong (AKA Sunny Hong)

Signature: [Signature]

Title: Executive V.P.

Dated: 6/26/2013

preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or as otherwise provided by law.

G. Insurance Schedule

Types of Insurance	Minimum Limits and Special Conditions
Workers' Compensation, Employer's Liability, and Disability Insurance	Per Statutory Limits as required by the laws of the State of New York
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate. Additional Insureds: 1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 2026
Comprehensive Business Auto Coverage	\$1,000,000 per accident

H. The Certificate by Broker must be in the following form:

CERTIFICATION BY BROKER

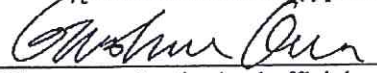
The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance, dated \_\_\_\_\_, is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

SOLOMON AGENCY CORP

[Name of broker (typewritten)]

217-04 NORTHERN BLVD, BAYSIDE NY 11361

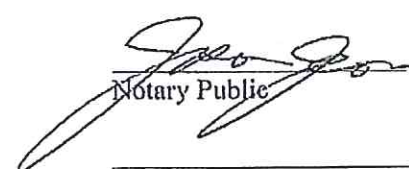
[Address of broker (typewritten)]

  
[Signature of authorized official or broker]

GUOHUA QUAN

[Name of authorized official or broker (typewritten)]

Sworn to before me this 28<sup>th</sup> day of June, 2013

  
Notary Public

JINSOO JEON  
Notary Public State of New York  
No. 02JE6070942  
Qualified in Nassau County  
Commission Expires May 6, 2014





Post Office Box 265  
The Bronx, New York  
10464-0265  
[www.bceq.org](http://www.bceq.org)

## MEMORANDUM

FROM: Bronx Council for Environmental Quality (BCEQ)  
Karen Argenti (646-529-1990) and Dart Westphal, Project Managers  
BCEQ Water Committee Co-Chairs

TO: Denise Shanks-Brown, Construction Permits Department  
New York City Department of Parks & Recreation  
[Denise.Shanks-Brown@parks.nyc.gov](mailto:Denise.Shanks-Brown@parks.nyc.gov)  
718-760-6713 or 6737/Fax 718-760-6730

# PAGES: 3 pps, including this cover

DATE: June 19, 2013

RE: Memo to get the Parks Construction Permit for Pier 5 Construction Bronx NY,  
Scope of Work and Contact Information

---

### I Contact Information – BRONX COUNCIL FOR ENVIRONMENTAL QUALITY

Project Directors: Karen Argenti and Dart Westphal (BCEQ)  
Address: Karen Argenti, PO Box 346, Bronx, NY 10471 or  
Dart Westphal, 3805 Orloff Avenue, Bronx, NY 10463

Phone Number: 646-529-1990 Karen Argenti, 917-805-9566 Dart Westphal  
Web Page: [www.bceq.org](http://www.bceq.org)  
Email address: [kabx101@gmail.com](mailto:kabx101@gmail.com), [dartwestphal@gmail.com](mailto:dartwestphal@gmail.com)

### II Project Information

Project Title: Creating a Stormwater Capture Park at the Harlem River Waterfront  
Land Owner: New York City Department of Parks and Recreation

Start Date: June 2013  
End Date: June 2014

### III Project Summary (100 words maximum):

The location of this project is Pier 5 on the Bronx side of the Harlem River from the 149th Street Bridge to Mill Pond Park. The proposal will use ecological methods to capture and filter currently piped storm water runoff from the Major Deegan (I-87) to help clean the water before it enters the river. As both the parkland and the elevated highway are future major capital projects, this project will be temporary, and will not disturb the potential brownfield. The community education and training will empower stakeholders, as will the community-based maintenance program for the pilot facilities.

## Other Contact Information

### Contractor:

Tam Green Materials Inc.  
836 Cleveland Street - Brooklyn, NY 11208  
Sunny Hong, Contractor  
[sunnykhong02@yahoo.com](mailto:sunnykhong02@yahoo.com)  
947.273.4136

### Landscape Architect:

Dlandstudio architecture + landscape architecture pllc.  
137 Clinton Street - Brooklyn NY 11201  
Susannah Drake, Principal  
[sdrake@dlandstudio.com](mailto:sdrake@dlandstudio.com)  
718.624.0244

### Soil Scientist:

The Gaia Institute  
99 Bay Street - Bronx, NY 10464  
Paul Mankiewicz, Executive Director  
[paul@thegaia institute.org](mailto:paul@thegaia institute.org)  
718.885.1906

Myrvin Garnett, Corporate Director  
[myrnett@gmail.com](mailto:myrnett@gmail.com)

### Monitoring:

United States Geological Survey (USGS)  
New York Water Science Center  
2045 Route 112, Building 4  
Coram, NY 11727  
Shawn C. Fisher, PhD, Hydrologist (chemistry)  
[scfisher@usgs.gov](mailto:scfisher@usgs.gov)  
w: [631-736-0783](tel:631-736-0783) ext. 133 c: [631-678-7682](tel:631-678-7682)

### Community Participation and Planning:

Highbridge Community Life Center:  
979 Ogden Ave, Bronx, NY 10452  
(718) 681-2222  
Chauncy Young, Coordinator  
[chauncyyoung@gmail.com](mailto:chauncyyoung@gmail.com)  
212.203.1171

### Community Maintenance, Shadowing, Training:

SmartRoofs, LLC.  
1231 Lafayette Ave., 4th floor  
Bronx, NY 10474  
[www.ssbx.org](http://www.ssbx.org)  
Michael Brotnier, Executive Director  
Sustainable South Bronx  
[mbrotnier@ssbx.org](mailto:mbrotnier@ssbx.org)  
phone: 646-400-5429

Annette Williams, Deputy Director  
Sustainable South Bronx  
p 646.400.5438 (direct) 646.400.5430 (office)  
[awilliams@ssbx.org](mailto:awilliams@ssbx.org)

**Agencies involved:**

New York State Department of Transportation  
Leonid Bruk  
[Leonid.Bruk@dot.ny.gov](mailto:Leonid.Bruk@dot.ny.gov)

BEFORE WORK IS STARTED AND  
UPON ITS COMPLETION, THE PERMITTEE  
ABSOLUTELY MUST NOTIFY:  
Brian Carter, Resident Engineer 718-409-6526

New York City Department of Parks and Recreation  
Ellen Macnow  
[Ellen.Macnow@parks.nyc.gov](mailto:Ellen.Macnow@parks.nyc.gov)  
718.760.6777

NYC Parks - Ranaqua  
1 Bronx River Parkway, Bronx, NY 10462  
[nyc.gov/parks](http://nyc.gov/parks)  
Shawn Cargil, Park & Recreation Manager  
718.430.1885  
[Shawn.Cargil@parks.nyc.gov](mailto:Shawn.Cargil@parks.nyc.gov)

City of New York Parks & Recreation  
Capital Projects - Olmsted Center  
Flushing Meadows-Corona Park  
Flushing, New York 11368  
Denise Shanks-Brown, Construction Permits Department  
[Denise.Shanks-Brown@parks.nyc.gov](mailto:Denise.Shanks-Brown@parks.nyc.gov) / 718-760-6713 or 6737

**Conclusion:** Construction is set to begin in the summer of 2013, planting will take place before the end of the spring planting season in mid-June, or after the start of fall planting in September or October 2013.

This project is temporary, and will remain active for a year after completion. At the end of its lifespan, the HOLD System will be evaluated for continued existence, or removed and salvaged following discussions with all involved groups and agencies.

June 19, 2013





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SC

DATE (MM/DD/YYYY)

06/05/13

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

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

<b>PRODUCER</b> Solomon Agency Corp. 217-04 Northern Blvd Bayside, NY 11361		<b>718-461-8300</b> <b>718-461-8185</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: TAMGR-1</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> TAM GREEN MATERIALS INC 836 CLEVELAND ST BROOKLYN, NY 11208		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: WESTERN HERITAGE INSURANCE CO.</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SCP0947711	06/05/13	06/05/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

THE CITY OF NEW YORK and THE CITY OF NEW YORK DEPARTMENT of PARKS & RECREATION is named as an additional insured with respect to operations performed by the named insured at PIER 5

**CERTIFICATE HOLDER****CANCELLATION**

THE CITY OF NEW YORK DEPARTMENT of PARKS & RECREATION  
Attn: Denise Shanks-Brown, Construction Permits Department  
Olmsted Center

Flushing Meadows - Corona Park  
Flushing, New York 11368

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

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# CERTIFICATE OF LIABILITY INSURANCE

TAMGR-1

OP ID: SC

DATE (MM/DD/YYYY)

06/25/2013

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

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

<b>PRODUCER</b> Solomon Agency Corp. 217-04 Northern Blvd Bayside, NY 11361		<b>Phone:</b> 718-461-8300 <b>Fax:</b> 718-461-8185	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> TAM GREEN MATERIALS INC 836 CLEVELAND ST BROOKLYN, NY 11208		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: WESTERN HERITAGE INSURANCE CO.		10042
		INSURER B: Progressive Insurance Co.		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	SCP0947711	06/05/2013	06/05/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		02271949-0	06/26/2013	06/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

THE CITY OF NEW YORK and THE CITY OF NEW YORK DEPARTMENT of PARKS & REVREATION is named as an additional insured with respect to operations performed by the named insured at PIER5

**CERTIFICATE HOLDER****CANCELLATION**

THE CITY OF NEW YORK DEPARTMENT of PARKS & RECREATION  
Attn: Denise Shanks-Brown, Construction Permits Department  
Olmsted Center

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

Flushing Meadows - Corona Park  
Flushing, New York 11368

AUTHORIZED REPRESENTATIVE

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## Exhibit T

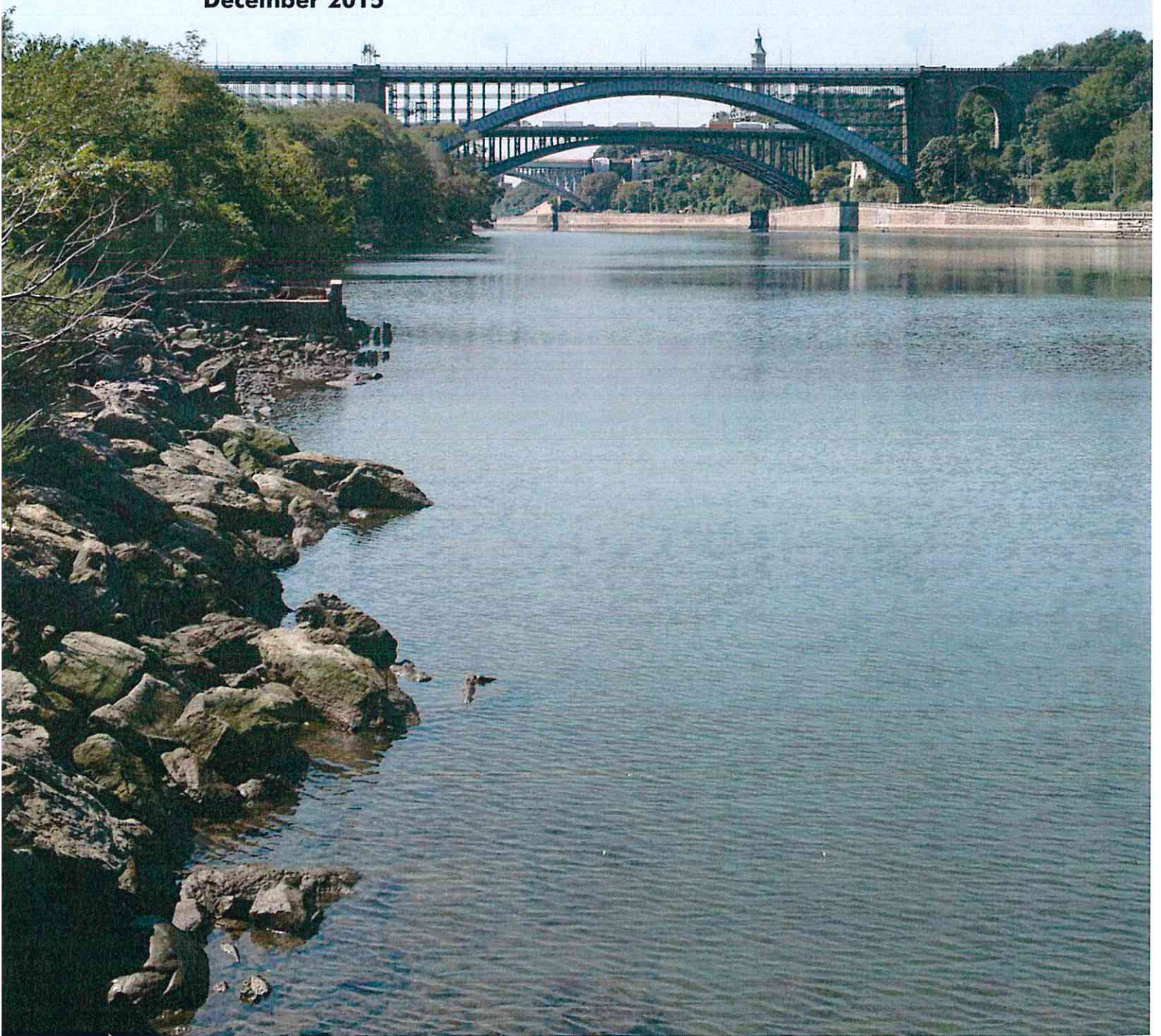


# Harlem River Brownfields Opportunity Area [BOA] Nomination Report

**Borough of the Bronx**

**Bronx Council for Environmental Quality (BCEQ) and  
New York City Department of Parks and Recreation (NYC Parks)**

**December 2015**





# CONTRIBUTORS

**This report was prepared for the New York State Department of State (DOS) with funds provided under the Brownfield Opportunities Area Program.**

The following firms and individuals contributed to the Harlem River BOA Nomination Study:

## **LEAD PROJECT SPONSORS**

Bronx Council for Environmental Quality

New York City Department of Parks and Recreation

## **STEERING COMMITTEE**

Bronx Borough President's Office

Bronx Community Boards 4, 5, 7 and 8

Roberto Clemente State Park

National Park Service

Gaia Institute

Manhattan College

Mayor's Office of Environmental Remediation

New York City Department of City Planning

New York City Soil and Water Conservation District

## **CONSULTANTS**

Abel Bainnson Butz, LLP [Landscape Architecture]

STV [Civil and Transportation Engineering]

Fleming-Lee Shue, Inc. [Environmental Consulting]

James Lima Planning and Development [Planning and Economic Development Advising]

Friends of Van Cortlandt Park [Community Participation and Outreach]

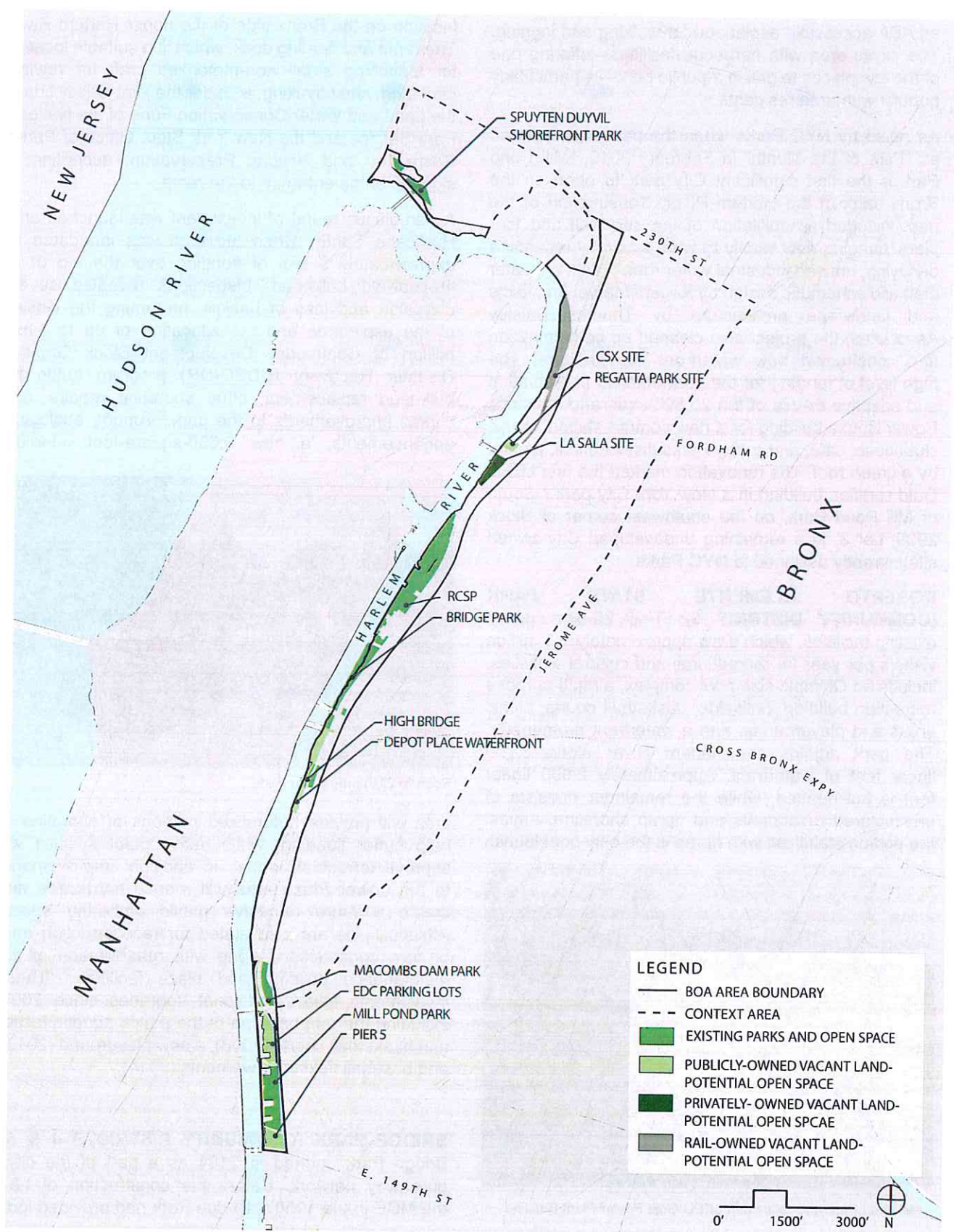


Figure 18. Parks and Open Space Map (Source: ABB based on multiple data sources)



## Exhibit U

## MEMORANDUM OF AGREEMENT

This Agreement between the Bronx Council for Environmental Quality ("BCEQ"), a not for profit corporation having an address at 3805 Orloff Avenue, Bronx, New York 10463, and the City of New York/Parks & Recreation ("Parks"), having an address at the Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10065.

WHEREAS, on or about March 9, 2012, BCEQ and the New York State Department of State ("DOS") entered into an Agreement, known by the New York State Comptroller's number C303881, under the Brownfield Opportunity Areas Program that DOS would provide funding in the amount of \$355,230.00, with BCEQ providing a local share in the amount of \$39,470.00 for the study of 158.6 acres along the Bronx shore of the Harlem River from the Hudson River south to the Macomb's Dam Bridge (approximately seven miles) ("Study Area") to complete an analysis of existing conditions and specific sites that have the greatest potential for creating quality access that can catalyze the public's use of the waterfront and thereby stimulate its redevelopment. All of the Study Area is a potential brownfield; and

WHEREAS, much of the Study Area is owned by the City of New York and under the jurisdiction of Parks, and Parks has reviewed the work to be performed; and

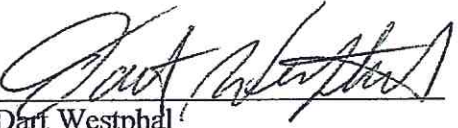
WHEREAS, in order to complete the proposed project in a comprehensive and timely manner, BCEQ and Parks have agreed that the parties jointly provide the necessary expertise to undertake the work; and

WHEREAS, the execution of this Agreement will supersede all other agreements and/or arrangements between BCEQ and Parks regarding this matter.


### BE IT HEREBY RESOLVED THAT:

1. BCEQ and Parks will work together to complete the work and comply with all terms and conditions of the Contract No. C303881 attached hereto as Appendix A.
2. Parks will provide project management and project administration services for the grant, and will be responsible for all Work Plan Tasks. BCEQ and Parks will be jointly responsible for those portions of Tasks 1, 2, 3 and 4 respecting public outreach and coordination.
3. BCEQ will execute a Letter of Assignment allowing DOS and the New York State Comptroller to assign and disburse all payments to Parks for the work performed under the Agreement, in an amount not to exceed \$355,230.00 and in accordance with all fiscal requirements of the State.
4. BCEQ will provide the local share in the amount of \$39,470.00 pursuant to their Contract No. C303881. Parks will not be responsible for providing any monies for the local match.

5. Parks will charge no fee for the portion of the work undertaken by the Agency's staff, and will not submit personnel's time and/or labor for reimbursement payment to DOS.
6. Parks will submit all necessary documentation to the State for the reimbursement of expenses. BCEQ will provide to Parks all necessary documentation of the local match, for Parks to submit to the State together with the reimbursement requests.
7. Parks will submit status reports and/or other project documentation to the State, however, BCEQ will provide any necessary documentation for the completion of such reports.

  
Dart Westphal  
Water Committee Co-Chair  
Bronx Council for Environmental Quality  
Orloff Avenue  
Bronx, New York 10463  
Telephone (718) 796-1648  
Facsimile (888) 763-8399

Dated: 7/15/12

  
Charlette Hamamgian  
Agency Chief Contracting Officer  
City of New York Department of 3805  
Parks & Recreation  
Olmsted Center  
Flushing Meadows Corona Park  
Flushing, New York 11368  
Telephone (718) 760-6789  
Facsimile (718) 760-6884

Dated: 8/20/12



## **APPENDIX A**

## FACE PAGE

<b>STATE AGENCY:</b> NYS Department of State One Commerce Plaza 99 Washington Avenue - Suite 1010 Albany, NY 12231-0001	<b>NYS COMPTROLLER'S #:</b> C303881  <b>ORIG. AGENCY CODE:</b> 19000  <b>TYPE OF PROGRAM:</b> Brownfield Opportunities Areas Program
<b>INITIAL CONTRACT PERIOD:</b>  FROM: 03/07/08 TO 03/06/13	<b>STATE SHARE FUNDING AMOUNT FOR INITIAL PERIOD</b> \$355,230 <b>LOCAL SHARE FUNDING AMOUNT FOR INITIAL PERIOD</b> \$39,470
<b>CONTRACTOR:</b>  Bronx Council for Environmental Quality 3805 Orloff Avenue Bronx, NY 10463  <b>Federal Tax Identification Number:</b> 51-0142969  <b>Municipal Code #:</b>	<b>CONTRACTOR STATUS:</b> Sectarian Entity Yes ___ No <u>X</u> Not-for-Profit Organization. Yes <u>X</u> No ___  <b>Charities Registration Number</b> 20 - 03 - 79 (E-1) - ___ Estates, Powers and Trusts Laws Reporting (E-2) - ___  If you did not claim an exemption to both of the items above, you must circle appropriate response in the following statement:  Contractor has/has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

### APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

- APPENDIX A: Standard clauses as required by the Attorney General for all state contracts
- APPENDIX A1: Agency-specific clauses; including:
- Attachment 1: Final Project Summary Report
  - Attachment 2: Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report
  - Attachment 3: Project Status Form
  - Attachment 4: Procurement Certification
  - Attachment 5: Progress Report
- APPENDIX B: Budget
- APPENDIX C: Payment and Reporting Schedule
- APPENDIX D: Program Work Plan
- Attachment A: Document Style Requirements
  - Attachment B: Information Sources for Descriptive Profiles
  - Attachment C: Descriptive Profile of Brownfield & Underutilized Properties
- APPENDIX E: Charities Bureau Registration and Reporting Exemptions
- APPENDIX F: Notices
- APPENDIX G: Electronic Payments
- APPENDIX X: Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

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

CONTRACTOR

Contract No. C303881

**Bronx Council for Environmental Quality**

By: *Dart Westphal*  
DART WESTPHAL

(Print Name)

Title: WATER COMMITTEE COCHAIR

Date: 12/21/11

**ACKNOWLEDGMENT**

State of New York )

County of Bronx )ss:

On this 21<sup>st</sup> day of December, in the year 20 11, before me personally appeared Dart Westphal, to me known, who being by me duly sworn, did depose and say that he/she is the WATER COMMITTEE CO-CHAIR of BRONX COUNCIL FOR ENVIRONMENTAL QUALITY, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

*TH McNeil*  
NOTARY PUBLIC

THOMAS McNEIL  
Notary Public, State of New York  
No. 01MC6122572  
Qualified in New York County  
Expires

8-26-13



Contract No. C303881

STATE AGENCY:

New York State Department of State

By:

*Judith E. Kenny*

Judith E. Kenny

(Print Name)

NYS Director of Administration  
and Management

Title:

Date:

2/22/12

State Agency Certification

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

Approved:

Attorney General:

By:

Date:

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL

FEB 24 2012

*Louise L. Remo*  
LOUISE L. REMO  
PRINCIPAL ATTORNEY

Approved:

Thomas P. DiNapoli

State Comptroller

By:

Date:

**APPROVED**  
**DEPT. OF AUDIT & CONTROL**

MAR 09 2012

*Robert A. Hall*  
FOR THE STATE COMPTROLLER

## STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the Face Page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the Face Page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the Face Page attached and all of the marked appendices identified on the Face Page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work Plan (Appendix D) in accordance with: provisions of this AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this AGREEMENT.

## II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

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

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

## III. Terminations

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

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

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

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

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

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

## IV. Indemnification

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

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



V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

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

## Exhibit V



## City of New York Parks & Recreation

The Arsenal  
Central Park  
New York, NY 10021

Veronica M. White  
Commissioner

### Capital Projects

Olmsted Center  
Flushing Meadows-Corona Park  
Flushing, NY 11368

Thérèse Braddick  
Deputy Commissioner

### TRANSMITTAL

**Date:** July 9<sup>th</sup>, 2013

**To:** On-Call Landscape Firms

John Butz  
Abel Bainnson Butz  
80 Eight Ave, Suite 1105  
New York, NY 10011

Misty March  
Hargreaves Associates  
180 Varick St, Suite 304  
New York, NY 10014

John Williams  
MKW & Associate  
39 Park Ave  
Rutherford, NJ 07070

Alison Shipley  
Quennell Rothschild & Partners  
188 West 22<sup>nd</sup> St, 12<sup>th</sup> Floor  
New York, NY 10010

Carissa Azar  
dlandstudio  
137 Clinton St  
Brooklyn, NY 11201

Signe Nielsen  
Matthews Nielsen Landscape Architects  
120 Broadway, Suite 1040  
New York, NY 10271

Nancy Owens  
Nancy Owens Studio  
110 Franklin St, 2W  
New York, NY 10011

Barbara Wilks  
W Architecture & Landscape Architecture  
155 Fifth Ave, 3<sup>rd</sup> Floor  
New York, NY 10013

---

FROM: Michael Shipman

Consultant Management  
Phone: 718-760-6750  
[Rfp submissions@parks.nyc.gov](mailto:Rfp submissions@parks.nyc.gov)

RE: Design Services for Harlem River Brownfields Opportunity Area (BOA) Nomination Report Encompassing the shoreline of the Harlem River and the adjacent upland area, from the Hudson River at Spuyten Duyvil to E. 149<sup>th</sup> Street, Borough of the Bronx, Project #: X-RE-32200/G-1

We are forwarding a Request for Proposal package for the above referenced project electronically.

cc: J. Carmona-Graf, N. Prince, Team Leader, Project Manager, S&A, File





## **Design Excellence Program Request for Proposal**

**Project Title:** Title: Design Services for Harlem River Brownfields Opportunity Area (BOA)  
Nomination Report Encompassing the shoreline of the Harlem River and the  
adjacent upland area, from the Hudson River at Spuyten Duyvil to E. 149<sup>th</sup> Street,  
Borough of the Bronx, Project #: X-RE-32200/G-1

**Due Dates:** Electronic Submission: On or before July 23<sup>rd</sup>, 2011  
Hardcopies: On or before July 25<sup>th</sup>, 2011



City of New York Parks & Recreation  
Capital Projects

Olmsted Center  
Flushing Meadows-Corona Park  
Flushing, NY 11368

Veronica M. White, Commissioner  
Thérèse Braddick, Deputy Commissioner

## REQUEST FOR PROJECT PROPOSAL

### A. General

1. Project Objectives: A short narrative description of the project is presented in the Project Objectives document, attached to this RFP as Attachment A. The description is intended to establish the major design objectives to be achieved in the project, and highlight any areas where specialized skills or sub-consultant services may be required.

2. Documentation Provided:

- BOA Map
- Photographs

3. Schedule:

Design Duration: 365 CCD's

### B. Proposal Requirements and Deadlines

1. Submission Deadlines

- a. Electronic submissions shall be sent to DPR on or before midnight of the Electronic Due Date listed on the Title Page. The e-mail shall be in the format described herein and shall be addressed to the Office of Consultant Management, at [rfpsubmissions@parks.nyc.gov](mailto:rfpsubmissions@parks.nyc.gov)
- b. Four (4) hardcopies of the electronic submission including one ink-signed hard copy shall be delivered before 4:00 PM on the Hardcopies Due Date listed on the Title Page and be clearly marked with the project name on the exterior of the envelope or other packaging. Hard copies must include the signed affidavit (included in this document as Attachment B) confirming that the electronic and hard copies are identical. The proposal may be hand delivered or sent by overnight mail to:

Michael Shipman  
Consultant Management  
Olmsted Center  
Flushing Meadows-Corona Park  
Flushing, New York 11368

2. Inquiries

- a. In the event a Proposer desires any explanation regarding the meaning or interpretation of this RFP, such explanation must be requested by e-mail sent to the Office of Consultant Management at [rfpsubmissions@parks.nyc.gov](mailto:rfpsubmissions@parks.nyc.gov) no later than

seven days prior to the due date prescribed in the RFP. In the event that Parks determines that it is necessary to respond to the inquiry in writing, such response will be furnished as an addendum to the RFP to all potential Proposers.

3. Addenda

- a. Receipt of an addendum to this RFP by a Proposer must be acknowledged by attaching an original signed copy of the addendum to the Proposal. All addenda shall become a part of the requirements for this RFP.

**C. Format and Contents of the Proposal**

1. Proposal Format

- a. The electronic document shall be prepared as 8 ½" x 11" PDF pages. The entire email must be smaller than 10 MB in file size. If compression software is used, it must be in \*.zip format. Files larger than 10 MB will be rejected by the agency's server.
- b. Hardcopies of the proposal should be printed on both sides of 8 ½" x 11" paper. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard, please consult: <http://www.epa.gov/cpg/products/printing.htm>). Failure to comply with these recommendations will not render the proposal non-responsive.

2. Proposal Content

a. Cover Sheet

The Proposer shall submit a cover sheet indicating the DPR project number and title, company name, address, and the name and telephone number of the person authorized to represent the firm.

b. Design Intent/Technical Approach for this Project

The Proposer shall provide a written and/or graphic description of their design approach and methodology in no more than four pages.

c. Identification of Project Team

1. Key Personnel: The Proposer should identify the Principal in Charge, Lead Designer, and Project Manager for this project. Resumes of the proposed personnel detailing experience and technical qualification should be attached and formatted appropriately for inclusion.



2. The Proposer shall identify sub-consultant firms and proposed personnel who will be assigned to the project to fulfill the staffing requirements necessary to complete the work of this proposal. Resumes of the proposed personnel detailing experience and technical qualifications should be attached and formatted appropriately for inclusion.

The Proposer is advised that if awarded the project, the Key Personnel identified in its project specific proposal must be provided. Failure by the consultant to provide such Key Personnel will be considered a material breach of the contract and grounds for termination for cause.

d. Firm Portfolio

Provide two (2) examples of similar projects completed within the past five years and a summary statement of the design methodology for cited examples. At least one of these examples should be taken from the Lead Designer's portfolio. Documentation is limited to three pages and should include before and after photographic images.

e. Fee Proposal

The consultant is expected to provide a fee proposal and manning chart for the below tasks. Each sub-task should have a proposed fee associated with it and a total fee should be provided. The fee proposal should also include any anticipated allowances that would be expected to be part of the work in this RFP.

### Fee Proposal Chart

#### 1. Meeting

a. Attend and/or lead public meetings to engage community residents in the BOA process and to develop necessary information. Develop community priority Strategic Sites, Strategic Connections and Strategic BMP's.	\$
b. Attend and/or lead project meetings with the project team throughout the course of the project, approximately 2 meetings per month.	\$

#### 2. Property Report/Property Search

a. Provide a complete report with property search results.	\$
b. Incorporate appropriate elements of the property report into the final nomination report.	\$
c. Attend and/or lead project meetings as necessary and required	\$

#### 3. Existing Conditions Report

a. Provide a complete existing conditions report.	\$
b. Incorporate appropriate elements into the final nomination report.	\$

#### 4. Prepare draft Nomination Report

a. Provide three copies of the draft report in PDF format on CD. Provide three bound paper copies, double-sided, in 8 1/2" x 11" format.	\$
b. Address project team comments.	\$

#### 5. Prepare Final Nomination Report

a. Provide three copies of the draft report in PDF format on CD. Provide three bound paper copies, double sided, in 8 1/2" x 11" format.	\$
b. Address project team comments.	\$

#### 6. Project final Nomination Report

a. Print 10 copies of the final report, double sided, in 8 1/2" x 11" format. The report should be bound with a spiral binding (plastic or metal).	\$
b. Provide 10 copies in PDF format on CD.	\$

**Total: \$**

3. Evaluation Criteria: Responding firms will be evaluated on the basis of the following criteria:
- a. Firm & Staff Experience (40%)
    - 1. Extent to which the project team demonstrates ability to successfully execute a project of a similar nature.
    - 2. Key personnel of the proposed project team have demonstrated expertise with planning concepts, including waterfront development and public open space, landscape design, and brownfields reuse and development
    - 3. Staffing and Management Chart: the proposed project team has clear definition of roles and duties.
  - b. Firm Portfolio (30%)
    - 1. Extent to which the firm's portfolio demonstrates an understanding of planning and design that synthesizing unique aspects of the project, including brownfields reuse and remediation, economic development, public open space, circulation and access, and climate resiliency.
  - c. Technical Approach and Methodology (30%)
    - 1. Extent to which the Design Firm's proposed philosophy and design intent for this project demonstrates a thorough understanding of program elements, timelines and constraints of the project.
    - 2. Extent to which the Design Firm demonstrates support including Proposer's organization, resources, coordination and activities necessary to complete the project in a timely manner to the satisfaction of the Agency.





**PROJECT OVERVIEW**

**PROJECT NUMBER:** X-RE-32200/G-1  
(FMS #: 846 EXPENSE03)

**NYS COMPTROLLER'S #:** C303881

**BOA #:** BOA00033

**PROJECT NAME:** Harlem River Brownfields Opportunity Area (BOA) Nomination Report, Borough of the Bronx

**LOCATION:** Encompassing the shoreline of the Harlem River and the adjacent upland area, from the Hudson River at Spuyten Duyvil to E. 149th Street, Bronx (map attached)

**CONSTRUCTION BUDGET:** n/a

**PURPOSE:** To render all services necessary to complete and provide the Harlem River BOA Nomination Work Plan.

Please note the following: This project includes state grant funds and all grant requirements must be met, including but not limited to reporting requirements. The project is being undertaken in partnership with the Bronx Council for Environmental Quality.

**PROJECT CLASSIFICATION:** This project is assumed to be a Class II action under the Code of Federal Regulations, Title 23, Part 771. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

## **PROJECT INFORMATION**

### **1. Project Description**

The study area represents 388 acres along the Bronx shore of the Harlem River from the Hudson River south to the 149th Street Bridge (approximately 5 miles). It includes 45+/- parcels, all of them potential brownfields. Many of these are underutilized or not taking advantage of the potential value of their waterfront and greenway location.

The focus of the Nomination project is to complete an analysis of existing conditions and specific sites that have the greatest potential for creating quality access that can catalyze the public's use of the waterfront and thereby stimulate its further redevelopment.

The analysis will be developed in three steps:

A **Transportation component** will evaluate the opportunities and challenges presented by the area's use as a major transportation corridor. The study will include a thorough investigation of railroad ownership, including easements, development and air rights; NYS Department of Transportation ownership; and an outline of these sites' future development, to the degree known.

A **Watershed and Landscape Opportunity component** will look at ways that parks and street landscapes can encourage future community use of waterfront parks by creating viewsheds, making the view of the waterfront as seen from the upland more scenic and by creating park-like gateways to the waterfront.

An infrastructure analysis of the sewers and stormwater management operations will be conducted in order to determine what can be done to mitigate water pollution and thus increase the potential for public recreational use of the river. The below grade water table will be investigated and modeled to assess its contribution to specific brownfields as well as their potential mitigation.

The study will evaluate specific sites within the BOA for maximum infiltration/Best Management Practices as part of the site assessments ("Strategic BMP's"). The BMP's would support New York City's goal of climate resiliency and protection of public and private assets from climate-related damage.

The study will suggest specific interventions to achieve the watershed and landscape goals, with a range of options that includes inexpensive and community-built solutions, if feasible.

A **Site Nomination component** will undertake an assessment of the destination parcels ("Strategic Sites") and access points ("Strategic Connections") with the greatest potential to create the catalytic connection between the waterfront and the upland. This project component is likely to focus on four to five bridge connection nodes over the Major Deegan Expressway (I-87) and the Metro North railroad, and the clusters of blighted, contaminated, or underperforming parcels at each crossing. Depot Place, Fordham Landing and Spuyten Duyvil Triangle are three

areas that appear promising candidates. It will define a handful of strategic parcels and access points that can be developed with emphasis on improving the connectivity of linear (greenway), upland, and hub and circuit transportation access between the waterfront and the upland community.

The assessments will include in-depth and thorough description and analysis of the sites. Final selection of the strategic BMP's, Sites and Connections will be based upon criteria to be developed by the steering committee with input from the consultant team. Existing conditions will be documented based upon current and historical records, as well as visual site inspections. Prior uses of the selected sites will be investigated along with the potential of such uses to contribute to Brownfield status. Development opportunities and reuse potential will be assessed for these BOA properties.

The analysis will identify specific redevelopment actions with potential for public use.

**PURPOSE:** This project will complete the Brownfields Opportunity Area report that serves as the BOA Nomination. The report will outline the existing conditions, opportunities and challenges for public use and ecological restoration within the Harlem River BOA area of the Bronx. It will identify Strategic Sites and examine these in depth, and will develop conceptual designs for each.

The Nomination shall provide an in-depth and thorough description and analysis of the study area, including an economic and market trends analysis, for properties located in the proposed Brownfield Opportunity Area, with an emphasis on the identification, reuse and reclamation potential of strategic sites that are catalysts for revitalization.

**PROJECT INTENT:** This project is a step towards the restoration of some or all of the Harlem River BOA area. The report will serve as a vision plan and guide. It will provide sufficient information to allow the involved agencies and organizations to proceed with fundraising, design and construction of the Strategic Sites, Strategic Connections and BMP's.

**ANTICIPATED APPROVALS:** may include, but are not limited to, the New York State Department of State (grant funder), and the New York City Mayor's Office of Environmental Remediation.



## SCOPE ITEMS

### Preparation of BOA Nomination report including the following:

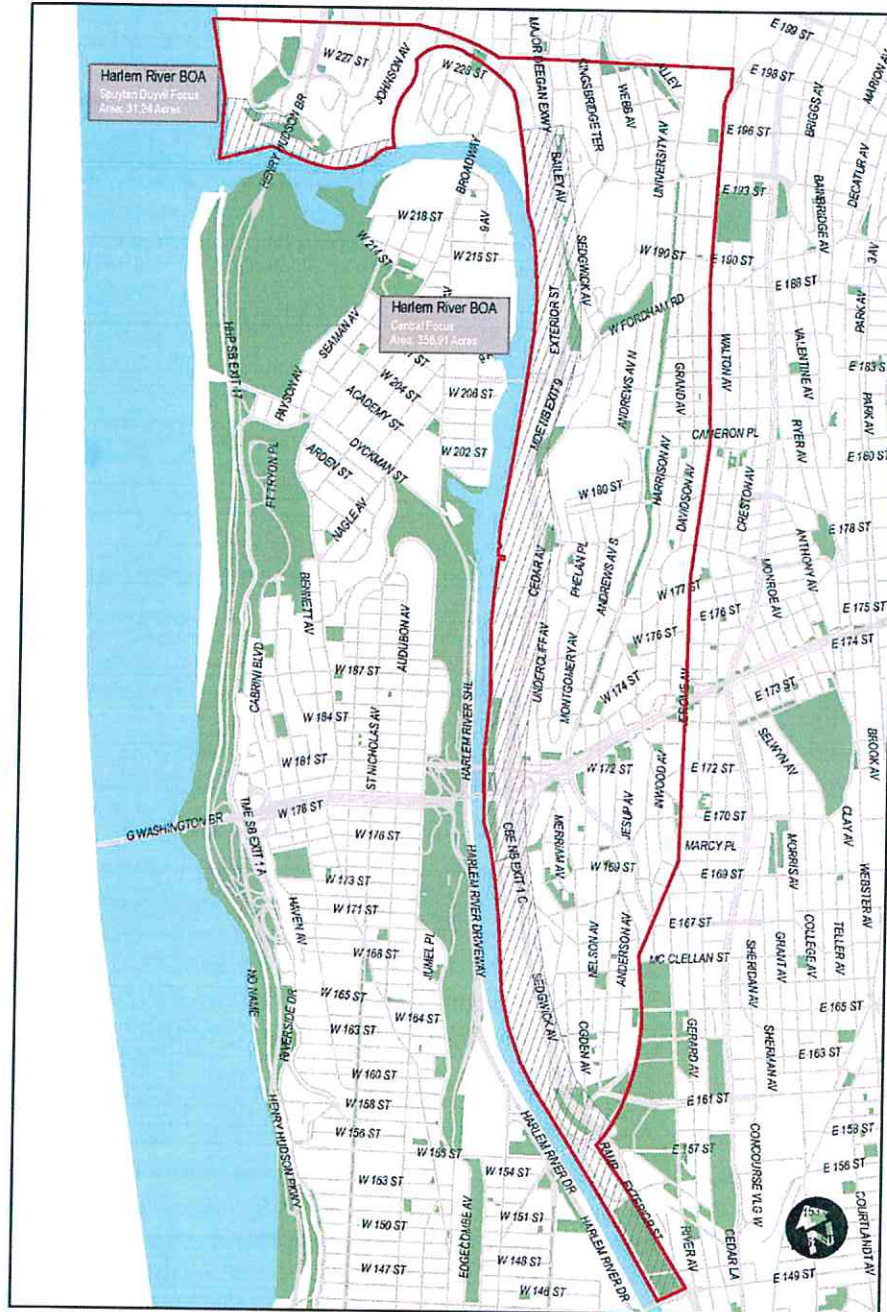
1. Existing Conditions Inventory and Analysis
  - a. Using available information, provide general existing conditions information for the full BOA study area, including:
    - i. existing land use and zoning
    - ii. any existing comprehensive plans and/or economic development reports or strategies, including any proposed zoning changes
    - iii. the area's potential for new uses and businesses, new employment and revenue generation; new public amenities or recreational opportunities, and restoration of environmental quality
    - iv. description of the community and regional context including, but not limited to: community size, population, and location; key demographic information and trends; housing trends and needs; economic history and current economic condition including income, dominant employment sectors, and unemployment figures; land use history and current land use; transportation systems; infrastructure; and natural features. This summary may rely primarily upon existing reports and plans.
    - v. *Study Area Context Map* that shows the proposed BOA in relation to the community and surrounding municipality
    - vi. *Community Context Map* that shows the community in relation to the surrounding municipality, county and region
    - vii. *Existing Land Use Map* that shows the pattern of existing land use
    - viii. *Existing Zoning Map* and *Proposed Zoning Map* that show the location and type of zoning districts and economic designations or zones
    - ix. *Land Ownership Map*
    - x. *Watershed Map* with topographical information
  - b. A complete summary of relevant brownfield, abandoned, and vacant sites, including size and condition, relationship to the Harlem River, and potential contamination issues
    - i. *Underutilized Sites Location Map*
  - c. Provide detailed existing conditions information for Strategic Sites, with sufficient information to develop specific and realistic recommendations for the use of land and treatment of stormwater
  - d. Provide analysis of access throughout the BOA study area, developing Strategic Connections leading to/from the individual Strategic Sites, with attention to non-motorized transportation and public transit
2. Vision Statement
  - a. Develop a vision statement and the specific goals and objectives to be achieved, relative to community redevelopment and revitalization, as shaped and expressed by the community.
3. Brownfield Opportunity Area Boundary Description and Justification

- a. Identify the boundary of the nominated Brownfield Opportunity Area with a justification of the proposed boundary. The borders must be justified in terms of:
      - i. land uses that affect or are affected by identified potential brownfields
      - ii. natural or cultural resources with a physical, social, visual or economic relationship to identified potential brownfields
      - iii. areas necessary for the achievement of the expressed goals of the BOA
    - b. Provide a *Brownfield Opportunity Area Boundary Map* that clearly shows and identifies the location and boundaries of the study area and nominated area.
  4. Strategic Sites Report
    - a. Identify Strategic Sites proposed for fundraising, design and construction
      - i. Provide a description of the selection process and factors used to identify the sites.
    - b. Recommend future uses for Strategic Sites
    - c. Identify constraints that must be addressed prior to developing Strategic Sites
      - i. Provide a *Strategic Sites and Strategic Connections Map* for the nominated area.
  5. Property Report/Property Search for Central Focus Area and Spuyten Duyvil Focus Area
    - a. Provide current property ownership for all parcels in the Focus Areas, where known
    - b. Conduct further research as necessary into property ownership history for Strategic Sites, particularly including properties under railroad ownership
    - c. Determine any use restrictions for Strategic Sites, including properties under railroad ownership
  6. Best Management Practices
    - a. Identify recommended BMP's and locations appropriate for BMP's, to improve the health of the Harlem River and groundwater, with attention to the Strategic Sites
  7. Permits & Approvals
    - a. Identify and list all permits and approvals that are likely to be necessary at the next phase of design and construction of the concepts.
  8. Conceptual Design
    - a. Prepare conceptual design(s) for Strategic Sites. Designs shall be prepared as renderings and line drawings that are easy to understand and reproduce.



# Map

## Harlem River BOA



0 0.5 1 Miles

Community Participation Area  
1,589 Acres



NYC Parks

### City of New York Parks and Recreation Planning & Parklands

Michael R. Bloomberg, Mayor  
Adrian Benepe, Commissioner  
Joshua Lard, Assistant Commissioner  
Colleen Alderson, Director of Parklands

This map was prepared by the City of New York Parks and Recreation Department. It is not intended to be used for any other purpose. The City of New York Parks and Recreation Department is not responsible for any errors or omissions in this map. The City of New York Parks and Recreation Department is not responsible for any damages or injuries resulting from the use of this map.



## Photographs

Spuyten Duyvil Focus Area: Henry Hudson Bridge, Metro-North RR, and Spuyten Duyvil Shorefront Park



Central Focus Area: Cement Plant north of Fordham Road



Central Focus Area: Railroad corridor north of Roberto Clemente State Park



Central Focus Area: New addition to Bridge Park, formerly dog kennel site, north of the High Bridge



Central Focus Area: Pier 5, south of Mill Pond Park





**Affidavit**

I, \_\_\_\_\_, on behalf of my firm \_\_\_\_\_  
confirm that the enclosed printed and signed copy of our proposal is identical with the proposal  
submitted electronically.

Signature:

Dated:

\_\_\_\_\_

\_\_\_\_\_