CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 22, 2023
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of May 8, 2023 / Aprovacion del Acta de la Reunion General del Consejal del 8 de mayo de 2023
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Public Hearing for Draft MS4 Annual Report

   A public hearing is scheduled for Monday, May 22, 2023 to receive public comment on the City's draft MS4 Annual Report

   Habrá una audiencia pública el lunes 22 de mayo de 2023 para recibir comentarios públicos sobre el borrador del Reporte Anual MS4 de la Ciudad

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

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

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

7. Resolution No. 86 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Rehabilitation Change Order No. 2 McNamee Construction

   Resolution authorizing the City Manager to execute Change Order No. 2 to the McNamee Construction Corporation contract in the Route 32/ Metal Arch Culvert

Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260)

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 2 al contrato de McNamee Construction Corporation en el Puente Ruta 32/Metal Arch Culvert (Puente de Lake Street) Proyecto de Rehabilitación (PIN# 8761.57/BIN# 2022260)

8. Resolution No. 87 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Rehabilitation Change Order No. 4 McNamee Construction

   Resolution authorizing the City Manager to execute Change Order No. 4 to the McNamee Construction Corporation contract in the Route 32/ Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260)

   Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 4 al contrato de McNamee Construction Corporation en el Puente Ruta 32/Metal Arch Culvert (Puente de Lake Street) Proyecto de Rehabilitación (PIN# 8761.57/BIN# 2022260)

9. Resolution No. 88 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Rehabilitation Change Order No. 6

   Resolution authorizing the City Manager to execute Change Order No. 6 with McNamee Construction Corporation for a time extension to the construction contract in the Route 32/ Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260)

   Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 6 con McNamee Construction Corporation para una prórroga de tiempo al contrato de construcción en el Puente Ruta 32/Metal Arch Culvert (Puente de Lake Street) Proyecto de Rehabilitación (PIN# 8761.57/BIN# 2022260)

10. Resolution No. 89 - 2023 - Proposal with QUEST Asbestos Abatement at WWTP Administration Building

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management services at the Wastewater Treatment Plant in an amount not to exceed $16,824.00

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. para los servicios de gestión para la reducción del amianto en la Planta de Tratamiento de Aguas Residuales en una cantidad que no exceda $16,824.00

11. Resolution No. 90 - 2023 - Contract w/ Beam Enterprises, Inc. for Asbestos Abatement at WWTP Administrative Offices

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Beam Enterprises, Inc. for asbestos abatement at the Wastewater Treatment Plant at a cost of $82,099.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Beam Enterprises, Inc. para la eliminación del amianto en la Planta de Tratamiento de Aguas Residuales a un costo de $82,099.00

12. Resolution No. 91 - 2023 - Budget transfer from General Fund Appropriated Fund balance to Parks for Frank Masterson Recreation Area

    Resolution amending Resolution No: 286-2022, the 2023 Budget for the City of Newburgh, New York to transfer $75,000.00 from Appropriated Fund Balance to DPW – Parks for Frank Masterson Recreation Area improvements

    Resolución que enmienda la Resolución No: 286-2022, el Presupuesto 2023 para la Ciudad de Newburgh, Nueva York para transferir $75,000.00 del Saldo del Fondo Asignado a DPW - Parques para mejoramientos del Área Recreativa de Frank Masterson

13. Resolution No. 92 - 2023 - 68 Grove Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Patrick Cousins to the premises known as 68 Grove Street (Section 26, Block 7, Lot 21)

    Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Patrick Cousins a las instalaciones conocidas como 68 Grove Street (Sección 26, Bloque 7, Lote 21)

14. Resolution No. 93 - 2023 - Schedule 1st Public Hearing and Open 1st 30-Day Public Comment Period for the City of Newburgh Community Development Block Grant (CDBG) FY2024 Annual Action Plan (AAP)

    Resolution opening a 30-day public comment period and scheduling a public hearing for June 12, 2023 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Annual Action Plan for Fiscal Year 2024

    Resolución programando un período de comentarios públicos de 30 días y se programa una audiencia pública para el 12 de junio de 2023 con el fin de recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvenciones de los Bloques de Desarrollo Comunitario para el Plan de Acción Anual para el Año Fiscal 2024

15. Resolution No. 94 - 2023 - Subrecipient Agreement to Habitat for Humanity of Greater Newburgh for a Homeowner Home Repair Assistance Program

Resolution authorizing the City Manager to enter into a Community Development Block Grant (CDBG) sub-recipient grant agreement in the amount of $50,000.00 with Habitat for Humanity of Greater Newburgh for a Homeowner Repair Program for low/moderate income homeowners in the City of Newburgh

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo de subvención de sub-recipiente de los Bloques de Desarrollo Comunitario (CDBG) por el monto de $ 50.000,00 con Hábitat para la Humanidad de Greater Newburgh para un Programa de Reparación de Propietarios de Viviendas para propietarios de ingreso medio/bajo en la Ciudad de Newburgh

16. Resolution No. 95 - 2023 - Safe Harbors of the Hudson HDFC, Inc. - PILOT

Resolution authorizing the City Manager to execute an agreement for the payment in lieu of taxes by and among the City of Newburgh and Cornerstone Residence L.P. and Safe Harbors of the Hudson Housing Development Fund Company, Inc.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo para el pago en lugar de impuestos por y entre la Ciudad de Newburgh y Cornerstone Residence L.P. y Safe Harbors of the Hudson Housing Development Fund Company, Inc.

17. Resolution No. 96 - 2023 - 100 Broadway (Cornerstone Family Healthcare) - License Request, 151 Liberty Street

Resolution authorizing the City Manager to execute a license agreement with Cornerstone Family Healthcare to allow access to City-owned property known as 151 Liberty Street (Section 30, Block 5, Lot 21.1) for access and equipment staging related to construction operations at property locate at 100 Broadway (Section 30, Block 5, Lot 24)

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Cornerstone Family Healthcare para permitir el acceso a la propiedad de la Ciudad conocida como 151 Liberty Street (Sección 30, Bloque 5, Lote 21.1) para el acceso y la colocación de equipos relacionados con las operaciones de construcción en la propiedad ubicada en 100 Broadway (Sección 30, Bloque 5, Lote 24)

18. Resolution No. 97 - 2023 - 100 Broadway (Cornerstone Family Healthcare) - Easement Request, 151 Liberty Street

Resolution authorizing the City Manager to execute an easement agreement with Cornerstone Family Healthcare related to City-owned property known as 151 Liberty Street (Section 30, Block 5, Lot 21.1) for the construction, maintenance, and use of a rear emergency staircase for property located at

100 Broadway (Section 30, Block 5, Lot 24)

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de servidumbre con Cornerstone Family Healthcare relacionado con la propiedad de la Ciudad conocida como 151 Liberty Street (Sección 30, Bloque 5, Lote 21.1) para la construcción, mantenimiento y uso de una escalera trasera de emergencia para la propiedad ubicada en 100 Broadway (Sección 30, Bloque 5, Lote 24)

19. Resolution No. 98 - 2023 - 2023 Bullet Proof Vest Partnership

    Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2023 Bulletproof Vest Partnership in the amount of $17,000.00 with a fifty percent match to be paid out of police funds

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio de la Oficina de Asistencia Judicial del Departamento de Justicia de los Estados Unidos en el marco de la Asociación de Chalecos Antibalas 2023 por el monto de $17,000.00 con un cincuenta por ciento de contrapartida que se pagará con fondos de la policía

20. Resolution No. 99 - 2023 - Police Department - 2023 Personnel Book Amendment adding Dispatchers

    Resolution amending the 2023 Personnel Analysis Book to add four Dispatcher positions in the Police Department

    Resolución que enmienda el Libro de Análisis de Personal 2023 para añadir cuatro puestos de Despachador en el Departamento de Policía

21. Resolution No. 100 - 2023 - Police Department - 2023 Personnel Book Amendment

    A resolution amending the 2023 Personnel Analysis Book to move one Lieutenant and one Detective Sergeant position and add two detective positions in the Police Department

    Resolución que enmienda el Libro de Análisis de Personal 2023 para trasladar un puesto de Teniente y un puesto de Sargento Detective y añadir dos puestos de detective en el Departamento de Policía

22. Resolution No. 101 - 2023 - Code Compliance Bureau - 2023 Personnel Book Amendment

    Resolution amending the 2023 Personnel Analysis Book to add one Account Clerk position and delete one Clerk position in the Code Compliance Bureau

    Resolución que enmienda el Libro de Análisis de Personal 2023 para añadir un puesto de Empleado de Cuentas y eliminar un puesto de Oficinista en la Oficina de Cumplimiento de Códigos

23. Resolution No. 102 - 2023 - Home Rule Request - A7135/S6918

Resolution requesting the State Legislature to enact Assembly Bill A7135 and Senate Bill S6918 authorizing the City of Newburg to add unpaid housing code violation penalties, costs and finds to the City's annual tax levy

Resolución que solicita a la Legislatura del Estado que promulgue el proyecto de ley de la Asamblea A7135 y el proyecto de ley del Senado S6918 que autoriza a la ciudad de Newburg a añadir las multas, y los costos y conclusiones no pagados por violación del código sobre viviendas a la gravamen de impuesto anual de la ciudad

24. Resolution No. 103 - 2023 - Home Rule Request - A7265A/S6917A

Resolution requesting the State Legislature to enact Assembly Bill A7265A and Senate Bill S6917A requiring a petition in a summary proceeding to recover possession of real property in the City of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure

Resolución que solicita a la Legislatura del Estado que promulgue el proyecto de ley de la Asamblea A7265A y el proyecto de ley del Senado S6917A que exige una petición en un procedimiento sumario para recuperar la posesión de bienes raíces en la Ciudad de Newburgh para alegar comprobación del cumplimiento de las leyes locales que exigen el registro y la licencia de alquiler de propiedades residenciales

25. Resolution No. 104 - 2023 - Zoning Amendment (Cannabis) - SEQRA Determinations

Resolution of the City Council of the City of Newburgh accepting Parts II and III of the Full Environmental Assessment Form and issuing a Negative Declaration, both pursuant to the State Environmental Quality Review Act ("SEQRA") with respect to the adoption of an amendment to Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh

Resolución del Concejo Municipal de la Ciudad de Newburgh aceptando las Partes II y III del Formulario de Evaluación Ambiental Completo y emitiendo una Declaración Negativa, ambas de conformidad con la Ley Estatal de Revisión de Calidad Ambiental ("SEQRA") con respecto a la adopción de una enmienda al Capítulo 300 titulado "Zonificación" del Código de Ordenanzas de la Ciudad de Newburgh

26. Ordinance No. 3 - 2023 - Zoning Amendment (Cannabis) - Adoption

Ordinance amending Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh

Ordenanza que enmienda el Capítulo 300 titulado "Zonificación" del

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: ___78___ - 2023

OF

MAY 8, 2023

A RESOLUTION SCHEDULING A PUBLIC HEARING TO RECEIVE COMMENTS CONCERNING THE CITY OF NEWBURGH DRAFT MS4 ANNUAL REPORT

WHEREAS, The City of Newburgh is a holder of a Permit issued by the New York State Department of Environmental Conservation known as a SPDES General Permit for Stormwater Discharges from MS4s; and

WHEREAS, pursuant to Environmental Conservation Law, the New York State Department of Environmental Conservation issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) to the City of Newburgh and the General Permit requires operators of the regulated MS4s to prepare and submit an annual report; and

WHEREAS, the City of Newburgh MS4 Annual Report for the period March 10, 2022 through March 9, 2023 has been prepared and City must hold a public meeting on the draft annual report;

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh to solicit comments on the draft annual report;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the City of Newburgh MS4 Annual Report for the period March 10, 2022 through March 9, 2023; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 22nd day of May, 2023, in the Third Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lisette Acosta-Ramirez, Deputy City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 8th, 2023 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9 day of May 2023

Lisette Acosta-Ramirez
Deputy City Clerk

3258632975

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2023

SPDES ID: NYR20A240

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

Choose one:

● **This report is being submitted on behalf of an individual MS4.**

Fill in SPDES ID in upper right hand corner.

Name of MS4: City of Newburgh

OR

○ **This report is being submitted on behalf of a Single Entity**

(Per Part II.E of GP-0-10-002)

Name of Single Entity:

OR

○ **This is a joint report being submitted on behalf of a coalition.**

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition:

SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A

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MS4 Annual Report Cover Page

MCC form for period ending March 9, 2023

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID	SPDES ID	SPDES ID
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- ● An Annual Report for a single MS4
- ○ A Single Entity (Per Part II.E of GP-0-10-002)
- ○ A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

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5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

   A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

   If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ◉ Principal Executive Officer/Chief Elected Official
- ○ Duly Authorized Representative
- ○ Local Stormwater Public Contact
- ○ Stormwater Management Program (SWMP) Coordinator
- ○ Report Preparer

First Name: Todd | MI: | Last Name: Venning

Title: City Manager and CEO

Address: 83 Broadway

City: Newburgh | State: NY | Zip: 12550 -

eMail: tvenning@cityofnewburgh-ny.gov

Phone: (845) 569-7301 | County: Orange

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 2 - Contact Information

Important Instructions - Please Read

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1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

   A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

   If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ○ Principal Executive Officer/Chief Elected Official
- ○ Duly Authorized Representative
- ● Local Stormwater Public Contact
- ● Stormwater Management Program (SWMP) Coordinator
- ○ Report Preparer

First Name: Jason | MI: C | Last Name: Morris

Title: Comm. Public Works/City Engineer

Address: 83 Broadway

City: Newburgh | State: NY | Zip: 12550 -

eMail: jmorris@cityofnewburgh-ny.gov

Phone: (845) 569-7447

County: Orange

DRAFT

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

   A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

   If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

○ Principal Executive Officer/Chief Elected Official

○ Duly Authorized Representative

○ Local Stormwater Public Contact

○ Stormwater Management Program (SWMP) Coordinator

● Report Preparer

First Name: Chad | MI: M | Last Name: Wade

Title: Assistant City Engineer

Address: 83 Broadway

City: Newburgh | State: NY | Zip: 12550-

eMail: cwade@cityofnewburgh-ny.gov

Phone: (845) 569-7447 | County: Orange

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ○ Yes ○ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name: Orange County Water Authority

Partner/Coalition Name (con't.):

SPDES Partner ID - If applicable: NYR20

Address: 124 Main Street, 3rd Floor

City: Goshen State: NY Zip: 10924 -

eMail: ecruz@orangecountygov.com

Phone: (845) 615 - 3868

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? ○ Yes ● No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- ● MM1 Public education and outreach
- ○ MM2
- ○ MM3
- ○ MM4
- ○ MM5
- ○ MM6

Additional tasks/responsibilities

○ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ● Yes ○ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name: Quassaick Creek Watershed

Partner/Coalition Name (con't.): Alliance

SPDES Partner ID - If applicable: NYR20

Address:

City: State: Zip: -

eMail: gebhards@outlook.com

Phone: ( ) -

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? ○ Yes ● No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- ○ MM1
- ● MM2 Cleanup events
- ○ MM3
- ○ MM4
- ○ MM5
- ○ MM6

Additional tasks/responsibilities

- ○ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ● Yes ○ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name: Riverkeeper

Partner/Coalition Name (con't.):

SPDES Partner ID - If applicable: NYR20

Address: 20 Secor Road

City: Ossining

State: NY

Zip: 10562-

eMail: sweep@riverkeeper.org

Phone: (800) 217-4837

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? ○ Yes ● No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- ○ MM1
- ● MM2: cleanup events
- ○ MM3
- ○ MM4
- ○ MM5
- ○ MM6

Additional tasks/responsibilities

○ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ● Yes ○ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name: Safe Harbors of the Hudson

Partner/Coalition Name (con't.):

SPDES Partner ID - If applicable: NYR20

Address: Ritz Theater, 107 Broadway

City: Newburgh State: NY Zip: 12550-

eMail: info@safe-harbors.org

Phone: (845) 784-1199

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? ○ Yes ● No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- ○ MM1
- ● MM2 Cleanup event
- ○ MM3
- ○ MM4
- ○ MM5
- ○ MM6

Additional tasks/responsibilities

○ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

DRAFT

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

Name of MS4: City of Newburgh

SPDES ID: NYR20A240

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name: Todd

MI:

Last Name: Venning

Title (Clearly print title of individual signing report): City Manager and CEO

Signature:

Date: 05 / / 2023

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Water Quality Trends

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s are contributed to this report? 1

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.

○ Yes ● No

If Yes, choose one of the following

○ Report(s) attached to the annual report

○ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

URL

URL

URL

DRAFT

4286299954

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- ● Construction Sites
- ● General Stormwater Management Information
- ○ Household Hazardous Waste Disposal
- ● Illicit Discharge Detection and Elimination
- ● Infrastructure Maintenance
- ○ Smart Growth
- ● Storm Drain Marking
- ● Green Infrastructure/Better Site Design/Low Impact Development
- ● Other:
- ● Pesticide and Fertilizer Application
- ● Pet Waste Management
- ● Recycling
- ● Riparian Corridor Protection/Restoration
- ● Trash Management
- ● Vehicle Washing
- ● Water Conservation
- ○ Wetland Protection
- ○ None

Spill control & Material Storage

Other

2. Specific audiences targeted during this reporting period:

- ● Public Employees
- ○ Residential
- ○ Businesses
- ○ Restaurants
- ● Other:
- ○ Contractors
- ● Developers
- ● General Public
- ○ Industries
- ○ Agricultural

School students

Other

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

○ Construction Site Operators Trained	# Trained	
○ Direct Mailings	# Mailings	
● Kiosks or Other Displays	# Locations	1
○ List-Serves	# In List	
● Mailing List	# In List	189
○ Newspaper Ads or Articles	# Days Run	
○ Public Events/Presentations	# Attendees	
● School Program	# Attendees	1530
○ TV Spot/Program	# Days Run	
○ Printed Materials:	Total # Distributed	

Locations (e.g. libraries, town offices, kiosks)

● Other: See Attached

● Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL: http://www.cityofnewburgh-ny.gov/207/stormwater

URL: http://www.cityofnewburgh-ny.gov/221/What-You-Can-Do

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, ____

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

3. Web Page con't.: Provide specific web addresses - not home page.

URL: https://www.cityofnewburgh-ny.gov/219/stormwater-legislation

URL: https://www.cityofnewburgh-ny.gov/213/MS4-Documentation-Reportin
g

URL: https://www.cityofnewburgh-ny.gov/217/MS4-Mapping

URL: https://www.cityofnewburgh-ny.gov/209/Construction-Permits

URL: orangecountygov.com/2159/Water-A
uthority

URL:

URL:

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See the attached supplement.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

1566

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period? ● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP? ● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

- ● On behalf of an individual MS4
- ○ On behalf of a coalition

How many MS4s contributed to this report? 1

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

- ● Cleanup Events — # Events: 41
- ● Comments on SWMP Received — # Comments: 0
- ● Community Hotlines — Phone #: (845) 569-7447
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
  - Phone # ( ) -
- ○ Community Meetings — # Attendees
- ○ Plantings — Sq. Ft.
- ● Storm Drain Markings — # Drains: 19
- ○ Stakeholder Meetings — # Attendees
- ○ Volunteer Monitoring — # Events
- ○ Other:

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided? ● Yes ○ No

- ○ List-Serve — # In List
- ○ Newspaper Advertising — # Days Run
- ○ TV/Radio Notices — # Days Run
- ● Other: Council Meeting May 2023
- ● Web Page URL: Enter URL(s) on the following two pages.

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL: http://www.cityofnewburgh-ny.gov/213/MS4-Documentation-Reporting

URL

URL

URL

URL

URL

URL

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City Of Newburgh

SPDES ID: NYR20A240

2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

URL

URL

URL

URL

URL

URL

URL

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

● MS4/Coalition Office — ● Annual Report ● SWMP Plan ● Comments

Department: Engineering Department

Address: 83 Broadway

City: Newburgh — NY — Zip: 12550 -

Phone: (845) 569-7447

○ Library — ○ Annual Report ○ SWMP Plan ○ Comments

Address:

City: — Zip: -

Phone: ( ) -

○ Other — ○ Annual Report ○ SWMP Plan ○ Comments

Address:

City: — Zip: -

Phone: ( ) -

● Web Page URL: — ● Annual Report ● SWMP Plan ○ Comments

http://www.cityofnewburgh-ny.gov/213/MS4-Documentation-Reporting

Please provide specific address of page where report can be accessed - not home page.

● eMail — ● Comments

MS4@cityofnewburgh-ny.gov

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

4.a. If this report was made available on the internet, what date was it posted?
Leave blank if this report was not posted on the internet. 05 / 19 / 2023

4.b. For how many days was/will this report be posted? 365

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period? ◉ Yes ○ No
If Yes, what was the date of the meeting? 05 / 19 / 2023

If No, is one planned? ○ Yes ○ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period? ◉ Yes ○ No

If No, is one planned for each? ○ Yes ○ No

6. Were comments received during this reporting period? ○ Yes ◉ No
If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

City staff review plans, specifications, and regularly inspect construction sites to ensure appropriate BMP's are utilized in accordance with the NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion and Sediment Control when working with applicants seeking Planning Board approval.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

469

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The City intends to continue efforts to have a working relationship with the Orange County Water Authority (OCWA), Quassaick Creek Watershed (QCWA), River Keeper, Safe Harbours and others that emerge throughout the year. The City will work to create Facebook postings in order to reach the public and increase public engagement.

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

1. Enter the number and approx. percent of outfalls mapped: 283 # 100 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)? 70

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

○ Auto Recyclers	● Landscaping (Irrigation)
● Building Maintenance	○ Marinas
○ Churches	○ Metal Plateing Operations
● Commercial Carwashes	○ Outdoor Fluid Storage
● Commercial Laundry/Dry Cleaners	● Parking Lot Maintenance
○ Construction Vehicle Washouts	○ Printing
○ Cross-Connections	● Residential Carwashing
○ Distribution Centers	● Restaurants
○ Food Processing Facilities	○ Schools and Universities
○ Garbage Truck Washouts	○ Septic Maintenance
○ Hospitals	○ Swimming Pools
○ Improper RV Waste Disposal	○ Vehicle Fueling
● Industrial Process Water	○ Vehicle Maint./Repair Shops
○ Other:	○ None

○ Sewersheds:

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

3.b.What types of illicit discharges have been found during this reporting period?

- ○ Broken Lines From Sanitary Sewer
- ○ Cross Connections
- ○ Failing Septic Systems
- ○ Floor Drains Connected To Storm Sewers
- ○ Illegal Dumping
- ○ Other:
- ○ Industrial Connections
- ○ Inflow/Infiltration
- ○ Pump Station Failure
- ● Sanitary Sewer Overflows
- ○ Straight Pipe Sewer Discharges
- ○ None

4. How many illicit discharges/potential illegal connections have been detected during this reporting period? 10

5. How many illicit discharges have been confirmed during this reporting period? 10

6. How many illicit discharges/illegal connections have been eliminated during this reporting period? 10

***7. Has the storm sewershed mapping been completed in this reporting period?** ○ Yes ● No

If No, approximately what percent was completed in this reporting period? 99 %

* See attached Supplement.

8. Is the above information available in GIS? ● Yes ○ No

Is this information available on the web? ● Yes ○ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL: http://www.cityofnewburgh-ny.gov/217/MS4-Mapping

URL:

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

8. URL(s) con't.:
Please provide specific address of page where map(s) can be accessed - not home page

URL

URL

URL

URL

URL

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ● Yes ○ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ● Yes ○ No ○ NT

11. What percent of staff in relevant positions and departments has received IDDE training?

75 %

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City has eliminated illicit connections as they are identified. City staff have conducted outfall inspections to ensure further illicit connections do not exist.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

122

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ● Yes ○ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney cerfification or using the NYSDEC Gap Analysis Workbook? ● Yes ○ No ○ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.
○ 09/2004 ● 03/2006 ○ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ● Yes ○ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period? 1

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ● Yes ○ No ○ NT

If Yes, how many public comments were received during this reporting period? 0

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ● Yes ○ No

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6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

○ Notices of Violation	#		○ No Authority
○ Stop Work Orders	#		○ No Authority
○ Criminal Actions	#		○ No Authority
○ Termination of Contracts	#		○ No Authority
○ Administrative Fines	#		○ No Authority
○ Civil Penalties	#		○ No Authority
○ Administrative Orders	#		○ No Authority
○ Enforcement Actions or Sanctions	#		
○ Other	#		○ No Authority

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

1. **How many construction projects have been authorized for disturbances of one acre or more during this reporting period?** 0

2. **How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?** 1

3. **What percent of active construction sites were inspected during this reporting period?** ○ NT
   100 %

4. **What percent of active construction sites were inspected more than once?** ○ NT
   100 %

5. **Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?** ● Yes ○ No ○ NT

6. **Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?** ● Yes ○ No ○ NT

   If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? ○ Yes ○ No

   If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department: Engineering Department

Address: 83 Broadway

City: Newburgh NY Zip: 12550 -

Phone: (845) 569 - 7447

○ Library

Address:

City: Zip: -

Phone: ( ) -

○ Other

Address:

City: Zip: -

Phone: ( ) -

● Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL: http://www.cityofnewburgh-ny.gov/369/special-projects

URL:

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See the attached supplement.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

41

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newurgh

SPDES ID: NYR20A240

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
○ Alternative Practices			
● Filter Systems	1	1	0
● Infiltration Basins	2	2	0
○ Open Channels			
● Ponds	2	2	0
○ Wetlands			
○ Other	0	0	0

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintanance? ● Yes ○ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

○ Building Codes
○ Municipal Comprehensive Plans
● Overlay Districts
○ Open Space Preservation Program
● Zoning
● Local Law or Ordinance
○ None
● Land Use Regulation/Zoning
● Watershed Plans
● Other Comprehensive Plan
● Other: LWRP & Streetscape Standards

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

● Yes ○ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

○ Yes ● No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

○ Yes ● No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

0

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

25 %

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newurgh

SPDES ID: NYR20A240

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City conducted SMP inspections associated with BMP's located within the MS4 area.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City conducted SMP inspections associated with BMP's located within the MS4 area. The discrepancies identified during the SMP inspections, typically minor maintenance tasks, have been outlined in a letter and distributed, or will be distubuted to each individual SMP owners for remediation.

C. How many times was this observation measured or evaluated in this reporting period?

5

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

Operation/Activity/Facility	Addressed in SWMP?		Self-Assessment Operation/Activity/Facility performed within the past 3 years?	
Street Maintenance	● Yes	○ No	● Yes	○ No
Bridge Maintenance	○ Yes	● No	○ Yes	● No
Winter Road Maintenance	● Yes	○ No	○ Yes	● No
Salt Storage	● Yes	○ No	● Yes	○ No
Solid Waste Management	○ Yes	● No	○ Yes	● No
New Municipal Construction and Land Disturbance	○ Yes	● No	○ Yes	● No
Right of Way Maintenance	○ Yes	● No	○ Yes	● No
Marine Operations	○ Yes	● No	○ Yes	● No
Hydrologic Habitat Modification	○ Yes	● No	○ Yes	● No
Parks and Open Space	● Yes	○ No	● Yes	○ No
Municipal Building	● Yes	○ No	● Yes	○ No
Stormwater System Maintenance	● Yes	○ No	○ Yes	● No
Vehicle and Fleet Maintenance	● Yes	○ No	● Yes	○ No
Other	● Yes	○ No	○ Yes	● No

DRAFT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

2. Provide the following information about municipal operations good housekeeping programs:

● Parking Lots Swept (Number of acres X Number of times swept)	# Acres	324
● Streets Swept (Number of miles X Number of times swept)	# Miles	2809
● Catch Basins Inspected and Cleaned Where Necessary	#	32
○ Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary	#	
○ Phosphorus Applied In Chemical Fertilizer	# Lbs.	
○ Nitrogen Applied In Chemical Fertilizer	# Lbs.	
○ Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)	# Acres	.

3. How many stormwater management trainings have been provided to municipal employees during this reporting period? 3

4. What was the date of the last training? 03 / 04 / 2022

5. How many municipal employees have been trained in this reporting period? 61

6. What percent of municipal employees in relevant positions and departments receive stormwater management training? 100 %

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MS4 Annual Report Form

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Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City DPW regularly conducts street sweeping and catch basin cleaning in order to limit the amount of sediment and debris that enter the sanitary and storm sewer collection system. Additionally, the City conducts regular trash and debris clean up through abatements of vacant property to remove dumped items. Petroleum and Chemical Bulk Storage is inspected and updated as required in accordance with NYSDEC requirements.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The frequency of inspections and continuous cleaning of applicable infrastructure have resulted in less trash and debris at outfall locations.

C. How many times was this observation measured or evaluated in this reporting period?

430

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

City staff continuosly makes improvements to the way catch basin and property maintenance work is documented in more detail in a effort to distinguish between the MS4 areas vs. non-MS4 areas. Further clarification is needed and processes are being evaluated.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

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Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? 1

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. **Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?** ○ Yes ○ No ● N/A

2. **Has 100% of the MS4/Coalition conveyance system been mapped in GIS?** ● Yes ○ No ○ N/A

   If N/A, go to question 3.

   If No, estimate what percentage of the conveyance system has been mapped so far. ___ %

   * Estimate what percentage was mapped in this reporting period. 0 %

   *Previous GIS mapping that has been remapped based upon actual field conditions.

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MS4 Annual Report Form

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

3. **Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?** ● Yes ○ No ○ N/A

4. **Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?** 0 %

5. **Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?** ○ Yes ● No ○ N/A

6. **Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?** ● Yes ○ No ○ N/A

7a. **Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?** ○ Yes ● No ○ N/A

7b. **How many projects have been sited in this reporting period?** 0

7c. **What percent of the projects included in 7b have been completed in this reporting period?** %

7d. **What percent of projects planned in previous years have been completed?** %

● No Projects Planned

8a. **Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?** ○ Yes ○ No ● N/A

8b. **Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?** ● Yes ○ No ○ N/A

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MS4 Annual Report Form

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Name of MS4/Coalition: City of Newburgh

SPDES ID: NYR20A240

9. Has your MS4/Coalition developed and implemented a program of native planting?

○ Yes ● No ○ N/A

***10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?**

● Yes ○ No ○ N/A

*See attached supplement.

***11. Does your MS4/Coalition have a pet waste bag program?**

● Yes ○ No ○ N/A

*See attached supplement.

12. Does your MS4/Coalition have a program to manage goose populations?

○ Yes ● No ○ N/A

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MCM 1.

The City of Newburgh collaborates with the Orange County Water Authority (OCWA) to provide education to school-age children in the Newburgh Enlarged School District. 1,530 students in the Newburgh Enlarged City School District experienced OCWA Education Program between March 10, 2022, and March 9, 2023. The following events were held by OCWA:

- March 2022: Meadow Hill GEM School, 115 students.
- March 2022: South Junior High School, 130 students.
- March 2022: Temple Hill Academy, 125 students.
- March 2022: Heritage Middle School, 192 students.
- May 2022: Heritage, 240 students.
- October 2022: Newbrugh Free Academy, 90 students.
- November 2022, Heritage Middle School, 96 students.
- November 2022: Temple Hill Academy, 120 students.
- December 2022: South Junior High School, 302 students.
- January 2023: Meadow Hill GEM School, 120 students.

Professional Development Hours:

- April 6, 2022: SEQRA and the Development Process, 2 City Staff
- April 27, 2022: Stormwater Filtration and Infiltration Practices, 2 City Staff

MCM 1, 4.A.

A continued effort to educate citizens on the importance of stormwater and their role/benefit in helping to keep the waterways clean has been a priority. A poster hung up during a previous reporting year, in the City's Council Chambers, is maintained to this day. This is viewable by the general public, municipal employees, and elected officials during Council work sessions and other meetings. The City's Engineering Department has placed nineteen (19) catch basin tags. These tags indicate "Don't Dump, Drains to Quassaick Creek"

MCM 1, 4.B.

The City maintains a portion of the City's website related to "MS4 Documentation and Reporting". The most current Annual Report, past annual reports, NOI, and SWMP are continuously available for review on the City's website. No comments have been received to date for the 2023 Annual Report.

MCM 1, 4.F.

The City intends to continue efforts to have a working relationship with the OCWA and the QCWA. As time permits, City staff seeks to develop appropriate web content to update the City's website and post content to the City's Facebook page. The City also arranges training on stormwater management for its employees.

MCM 2, 1.

Cleanup Events:

- May 7, 2022: Riverkeeper led three (3) cleanup events:
  - Ward Brothers Memorial Park. Twenty-five (25) participants removed an estimated 240 pounds of trash.
  - South Street Park. Twenty-eight (28) participants removed an estimated 1,105 pounds of trash.
  - Quassaic Creek. Twenty-eight (28) participants removed an estimated 1,195 pounds of trash

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- April 23, 2022: Safe Harbors of the Hudson arranged a cleanup event. 200 participants removed an estimated 7.08 tons of trash, including sixty-one (61) tires and fourteen (14) TV's.

In addition to the above-mentioned cleanup events, three non-profit organizations named 'Outdoor Promise', 'Keep Newburgh Beautiful', and 'Melanin Unchained' also conducted several cleanup events between March 10, 2022, and March 9, 2023. Not all of the cleanup events were within the MS4-regulated area but those events helped to keep the City's combined portion of the stormsewer system clean by stopping floatables, debris, and trash from entering catch basins, which could be contributed to local stream courses during permitted CSO events. The summary of the cleanup events follows:

- March 17, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Chambers Street and Broadway was held. One (1) participant took part in the event.
- March 24, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Chambers Street and South Street was held. One (1) participant took part in the event.
- March 31, 2022: Keep Newburgh Beautiful cleanup event at the intersection of South William and Little Monument was held. One (1) participant took part in the event.
- April 7, 2022: Keep Newburgh Beautiful cleanup event along Liberty Street between Gidney Avenue and Clinton Street was held. One (1) participant took part in the event.
- April 14, 2024: Keep Newburgh Beautiful cleanup event at the intersection of First Street and Luthern Street was held. One (1) participant took part in the event.
- April 22, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Benkard Street and S. Clark Street was held. One (1) participant took part in the event.
- April 28, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and Gidney Avenue was held. One (1) participant took part in the event.
- May 1, 2022: Outdoor Promise cleanup event at Muchattoes Lake was held. Fifteen (15) participants to part in the event.
- May 12, 2022: Keep Newburgh Beautiful cleanup event at the intersection of William Street and Washington Street was held. One (1) participant took part in the event.
- May 19, 2022: Keep Newburgh Beautiful cleanup event at the Newburgh Rowing Club was held. One (1) participant took part in the event.
- May 26, 2022: Keep Newburgh Beautiful cleanup event at the Newburgh Rowing Club was held. One (1) participant took part in the event.
- June 2, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. William Street and Clark Street was held. One (1) participant took part in the event.
- June 9, 2022: Keep Newburgh Beautiful cleanup event along Lutheran Street between First Street and Broadway was held. Four (4) participants took part in the event.
- June 16, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Luthern Street and Van Ness Street was held. One (1) participant took part in the event.
- June 23, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Luthern Street and Van Ness Street was held. One (1) participant took part in the event.
- June 30, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and S. William Street was held. One (1) participant took part in the event.
- July 7, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Chambers Street and Gidney Avenue was held. One (1) participant took part in the event.
- July 14, 2022: Keep Newburgh Beautiful cleanup event at the intersection of William Street and S. William Street was held. One (1) participant took part in the event.
- July 21, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Lutheran Street and Broadway was held. One (1) participant took part in the event.

- August 11, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Carson Avenue and Monument Street was held. One (1) participant took part in the event.
- August 13, 2022: Keep Newburgh Beautiful cleanup event along Luthern Streett was held. Five (5) participants took part in the event.
- August 18, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and Renwick Street. Three (3) participants took part in the event.
- August 25, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. Robinson Avenue and Washington Street. One (1) participant took part in the event.
- September 1, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and Clinton Street. One (1) participant took part in the event.
- September 08, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Van Ness Street and City Terrace was held. One (1) participant took part in the event.
- September 15, 2022: Keep Newburgh Beautiful cleanup event along Clark Street and South Clark Street was held. Three (3) participants took part in the event.
- September 22, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. William Street and Little Monument Street was held. Two (2) participants took part in the event.
- September 29, 2022: Keep Newburgh Beautiful cleanup event at the intersection of S. William Street and Little Monument Street was held. One (1) participant took part in the event.
- October 6, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Benkard Street and Willaim Street was held. One (1) participant took part in the event.
- October 10, 2022: Keep Newburgh Beautiful/ Melanin Unchained cleanup along Broadway was held. Ten (10) participants took part in the event.
- October 13, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Broadway and Lutheran Street was held. One (1) participant took part in the event.
- October 20, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Broadway and Little City Terrace was held. One (1) participant took part in the event.
- October 27, 2022: Keep Newburgh Beautiful cleanup event along Broadway was held. One (1) participant took part in the event.
- November 3, 2022: Keep Newburgh Beautiful cleanup event along Broadway was held. Two (1) participants took part in the event.
- November 8, 2022: Keep Newburgh Beautiful cleanup event along Broadway was held. Three (1) participants took part in the event.
- November 17, 2022: Keep Newburgh Beautiful cleanup event at the intersection of Broadway and Lutheran Street was held. One (1) participant took part in the event.
- January 16, 2023: Keep Newburgh Beautiful cleanup event at the intersection of Liberty Street and S. William Street was held. One (1) participant took part in the event.

MCM 2, 7.B.

Clean-up events took place throughout the reporting year. The City actively supports the Quassaick Creek Watershed Alliance, which has a very active membership, Riverkeeper's River Sweep, along with Safe Harbors of the Hudson efforts to clean up and create viable open space within the City. Other non-profit organizations, like, 'Melanin Unchained', 'Keep Newburgh Beautiful' and 'Outdoor Promise' also conducted cleanup events.

The City's DPW conducts bulk pickups on Wednesdays throughout the year. These pickups must be scheduled ahead of time. The DPW periodically conducts abatements of vacant buildings throughout the City, removing all trash and debris left on the property, this was implemented for 130 days during the reporting period. DPW has implemented a "Clean Sweep Program". This program was implemented for 125 days during the reporting

period. The efforts of this program collect garbage from thirty-three locations throughout the City Streets. The program additionally picks up trash and debris dumped along City Streets while conducting the route.

MCM 3, 7.

The storm sewershed mapping has generally been completed for the City's MS4 areas. The City Engineering Department is currently undertaking an asset management inventory and is working to televise all assets associated with the combined sanitary and separate storm sewer infrastructure. As this work is completed, asset locations and storm sewer piping arrangements will be revised if necessary. The associated storm sewershed mapping shall be updated as needed.

MCM 3, 12.B.

All unpermitted illicit discharges and illegal connections identified during this reporting period have been corrected to eliminate the discharge and/or connection. The City's combined sewer regulators and diversion manholes are regularly maintained to remove sediment and debris, mechanical joints are greased and proper operation is confirmed. Additionally, they are monitored remotely via telemetry; ensuring system flow is directed to the WWTP and not diverting to CSO SPDES Permitted Outfalls during dry weather.

In addition to the above-mentioned endeavors, the City arranged the training on stormwater management. The training had two sessions named "Raincheck: Stormwater pollution prevention for MS4s" and "Stormwatch: Municipal Stormwater Pollution Prevention" for the employees who directly deal with stormwater management. Forty-two (42) employees took the training.

MCM 3, 12.F.

The City Engineering Department is currently undertaking an asset management inventory and will be televising all assets associated with the combined sanitary and separate storm sewer infrastructure. As this work is completed, asset locations and storm sewer piping arrangements will be revised if necessary. The associated storm sewershed mapping shall be updated as needed. All illicit discharges and illegal connections will be eliminated as soon as City staff becomes aware of them and can appropriately direct the property owner.

MCM 4, 7.A.

The Planning Board, City Engineer, and City Planner review modify, and approve site plans submitted to the Planning Board. Eighteen (18) Planning Board applications were reviewed during the current reporting year. Eight (8) Planning Board Applications carried over from the previous reporting year. The applicants are encouraged to implement appropriate erosion and sediment control. The Engineering Department additionally reviews all required SWPPP inspections from active construction sites, as well as conducts periodic inspections as necessary. Twelve (12) third-party inspections were received and reviewed, and three (3) inspections were conducted by City Staff.

MCM 4, 7.B.

Although the entire City is not technically part of the regulated MS4 area, in accordance with the City's WWTP SPDES Permit, Best Management Practices for Combined Sewer Overflows, No. 12 recommends that the impacts of run-off from development and re-development in areas served by combined sewers be reduced by requiring compliance with the NYS Standards and Specifications for Erosion and Sediment Control and the quantity control requirements included in the NYS Stormwater Management Design Manual.

MCM 4, 7.F.

Amendments to the City Code, related to stormwater management are continually being drafted. Applicable City Departments are working on updates to the City Code. Once the Code updates are adopted by the City

Council, they will be implemented as part of the MS4 Program. City staff will continue to enforce the implementation of appropriate BMPs in accordance with the NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion and Sediment Control.

MCM 5, 1.

The City of Newburgh does not own, operate, or maintain any post-construction stormwater management practices. There are thirty-seven (37) SMPs within the City limits and only five (5) are within the designated MS4 area. The 5 post-construction practices noted as inspected on the MS4 Annual Report are the only ones that are regulated under the MS4 Permit and they are inspected on an annual basis. The others inventoried are connected to the City of Newburgh combined sewer system. If deficiencies are noted during the regular annual inspections, a comprehensive letter is written to inform the owner of the responsibility to maintain their stormwater practices. These letters outline a compliance deadline to resolve the deficiencies noted during the inspections. Additionally, the City of Newburgh is working on enforcement of nonresponsive facility owners.

MCM 5, 6.F.

The City will further work with the respective SMP owners to ensure the facilities are correctly installed and maintained as required. The City will continue to inspect the post-construction SMPs covered by the General Permit for compliance with their approved plans and SWPPPs. The City intends to implement a similar inspection process related to post-construction SMPs in the combined portions of the system to aid in compliance with the SPDES Permit and Phase-II, III, and IV of the LTCP.

MCM, 6 2.

Parking Lots

- 8.11 acres (Friday) * 40 sweepings = 324.4 acres

Street Sweeping

- 2.10 miles (daily, Broadway) * 179 sweepings = 375.9 miles
- 11.51 miles (Friday, Mains) * 40 sweepings = 460.4 miles
- 14.2 miles (Mondays, Southside) * 24 sweepings = 340.8 miles
- 14.2 miles (Tuesdays, Southside) * 40 sweepings = 568.0 miles
- 19.2 miles (Wednesday, Northside) * 40 Sweepings = 768.0 miles
- 19.2 miles (Thursday, Northside) * 35 sweepings = 672.0 miles

Additional BMPs, 2.

The City has mapped the MS4 conveyance system based on desktop analysis, record research, and field location/verification. Additionally, each outfall's approximate contributing drainage area has been delineated based on two (2) foot-derived LIDAR contours. As previously mentioned, the City Engineering Department is currently undertaking an asset management inventory and will be televising all sanitary and storm sewer assets. As this is completed and asset locations and connections are confirmed, the combined sanitary and storm sewershed mapping shall be updated as needed.

Additional BMPs, 3.

City staff has developed the *City of Newburgh Sewer Preventative Maintenance Plan*, approved by the NYSDEC. Although this covers the City's entire sanitary and storm sewer system, the outlined inspection and maintenance apply to all aspects of the conveyance system directly associated with the City's MS4 area.

Additionally, proper maintenance of the nonregulated MS4 areas will ensure the system is properly working and not contributing to increased wet-weather CSO events or creating dry-weather CSO events.

Additional BMPs, 10.

The City has three (3) sections of the City Code that relate to prohibiting pet waste on municipal properties and prohibiting the feeding of geese. The sections are 248-64, 150-7, and 183-1(G).

Additional BMPs, 11.

Section 183-1(G) of the City code requires any person having ownership, custody, and control of a dog or other domesticated companion or working animal on the Street or thoroughfare or other common areas to pick up, collect, and properly dispose of all pet waste. Pet waste stations have been installed in public areas throughout the City.

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RESOLUTION NO.: 86 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 TO THE MCNAMEE CONSTRUCTION CORPORATION CONSTRUCTION CONTRACT IN THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE) REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed $1,678,560.00; and

WHEREAS, modifications of the design, manufacture and installation of the steel tunnel plate liner resulted in an increase in the contract cost of $114,940.60 requiring a change order to the contract with funding to be derived from an existing NYSDOT Federal Aid reimbursement contract with the required local match coming from the City's allocation of the NYSDOT Touring Route Funds; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 2 with McNamee Construction Corporation for contract increase in the amount of $114,940.60 for a new contract price of $1,793,500.60 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).

HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description	Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.
Prime Contractor	McNamee Construction Corp 154 Route 202, PO Box 182 Lincolndale, NY 10540
Change Order	2
Status	Pending
Date Created	08/05/2022
Type	Changed Conditions
Summary	Increased deterioration of existing bridge required redesign of steel tunnel liner.
Change Order Description	The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The proposed design was based on a survey from 2014 and the plans called for the contractor to perform a new survey prior to ordering the liner. The contractor's survey indicated that the existing bridge arch has deteriorated further and the liner shape proposed in the plans would not fit. The liner manufacturer proposed a new shape that would fit the bridge arch in the current condition. This has resulted in additional engineering costs for the redesign. Because the liner had to be made to fit the areas of the existing bridge that collapsed the most, the remaining areas have a greater gap between the liner and the existing bridge. This has resulted in the need for a much greater amount of grout to fill the space between the new liner and the existing bridge arch and a larger area to form at the ends of the bridge to contain the grout, also increasing the cost of the new liner. This change order is adding a new agreed price item for the steel tunnel liner plate item to replace the existing item.
Awarded Project Amount	$1,678,560.00
Authorized Project Amount	$1,678,560.00
Change Order Amount	$114,940.60
Revised Project Amount	$1,793,500.60

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0220	602.550105	SF	$160.000	3,000.000	$480,000.00	-3,000.000	-$480,000.00	0.000	$0.00
RELINING WITH STEEL TUNNEL LINER PLATE									
Reason: Due to increased deterioration, the liner proposed in the plans will not fit the existing bridge arch.									
1 item			Totals		$480,000.00		-$480,000.00		$0.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0225	602.55010548	SF	2,770.000	$214.780	$594,940.60
A - RELINING WITH STEEL TUNNEL LINER PLATE					
Reason: Renegotiated item to replace existing item 602.550105 due to increased deterioration of existing bridge arch.					
1 item					Total: $594,940.60

Attachments

Document	Name	Description	Submission Date
602.550105_Plate_Liner_-_BID_COST.pdf	602.550105 Plate Liner - BID COST.pdf	Breakdown of original bid price for item 602.550105	08/05/2022 10:20 AM EDT
Price_Proposal_07.08.22.pdf	Price Proposal 07.08.22.pdf	Renegotiated price workup for item 602.55010548	08/05/2022 10:19 AM EDT
2 attachments			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.57 **LD040218** **City of Newburgh Purchase Order No.: 29815**

Contractor Name: **McNamee Construction Corporation**

Change Order No. 02

I, Peter Teliska, PE, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 02 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Peter Teliska, P.E.
Peter Teliska (Feb 22, 2023 11:45 EST)

Feb 22, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer **Date**

Todd VenningCity

City Manager/CEO

City of Newburgh, Sponsor

Date

CONR 104
(1/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

Region # 08	D040218	PIN:	8761.57	AEW #:	CO#02_1
County/Counties:	Orange			Date:	02/09/2023

Contract Description: Rte 32 Lake Street Bridge Rehabilitation

Engineer-in-Charge: Peter Teliska — Field Office Fax:

Contractor: McNamee Construction Corp.

Is Contract FHWA RFA or NCA?	☐ Yes ☒ No	FHWA Concurrence Obtained?	☐ Yes ☒ N/A
Municipal/Local Share Involvement?	☒ Yes ☐ No	Sufficient Funding in Place?	☒ Yes ☐ No
Proposed Work within the Contract Limits?	☒ Yes ☐ No	Proposed work within the Contract Scope?	☒ Yes ☐ No
Significant Change?	☐ Yes ☒ No	Has Project Manager been Notified?	☒ Yes ☐ No
Contract Bid Amount: $1,678,560.00		Contract Current Amount: $1,678,560.00	

Estimated **Increase** Due to this Change: $114,940.60

Description of Proposed Extra Work:

The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The tunnel liner depicted in the plans would not fit the existing bridge due to increased deterioration of the existing arch. This change order was intended to delete the existing tunnel liner item and add a new renegotiated item for the tunnel liner. Due to the way Appia works and a clerical error, change order #02 became locked before the change order was properly completed and now contains an incorrect price for the renegotiated item. Because change order #02 cannot be edited or deleted, it will have to be approved. Change order #04 will remove the erroneous item and add the correct new item for the tunnel liner. The description of the extra work for the tunnel liner is described in the AEW for Change order #04.

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
602.550105	RELINING WITH STEEL TUNNEL LINER PLATE	SF	3,000.00	3,000.00	-3,000.00	Bid Price	$160.00
602.55010548	A - RELINING WITH STEEL TUNNEL LINER PLATE	SF	0.00	0.00	2,770.00	Agreed Price	$214.78

○ AEW has a value less than $50,000 ○ AEW has a value between $50,000 & $100,000 ◉ AEW has a value greater than $100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total : $114,940.60

RECOMMENDED:

Area Construction Supervisor _____ Date: _____

APPROVED:

Jason Morris P.E., City Engineer
Project Manager, City of Newburgh _____ Date: _____

RESOLUTION NO.: 87 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4 TO THE MCNAMEE CONSTRUCTION CORPORATION CONSTRUCTION CONTRACT IN THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE) REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed $1,678,560.00; and

WHEREAS, additional work related to the steel tunnel plate liner was intended to be accounted for in Change Order No. 2, but due to a clerical error, Change Order No. 2 became locked before the change order was finalized and cannot be modified or deleted, and Change Order No. 4 will amend Change Order No. 2 and add $47,290.91 to the total contract price with funding to be derived from an existing NYSDOT Federal Aid reimbursement contract with the required local match coming from the City's allocation of the NYSDOT Touring Route Funds; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 4 with McNamee Construction Corporation for contract increase in the amount of $47,290.91 for a new contract price of $1,840,761.51 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).

HVEA Engineers
Change Order Details
PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description	Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.
Prime Contractor	McNamee Construction Corp 154 Route 202, PO Box 182 Lincolndale, NY 10540
Change Order	4
Status	Pending
Date Created	02/09/2023
Type	Changed Conditions
Summary	Increased deterioration of existing bridge required redesign of steel tunnel liner.
Change Order Description	The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The proposed design was based on a survey from 2014 and the plans called for the contractor to perform a new survey prior to ordering the liner. The contractor's survey indicated that the existing bridge arch has deteriorated further and the liner shape proposed in the plans would not fit. The liner manufacturer proposed a new shape that would fit the bridge arch in the current condition. This has resulted in additional engineering costs for the redesign. Because the liner had to be made to fit the areas of the existing bridge that collapsed the most, the remaining areas have a greater gap between the liner and the existing bridge. This has resulted in the need for a much greater amount of grout to fill the space between the new liner and the existing bridge arch and a larger area to form at the ends of the bridge to contain the grout which required additional engineering to design the bulkhead formwork to contain the grout until it cured. The grout used to fill the annular space between the new tunnel liner and the original bridge arch is a flowable CLSM grout meeting the requirements of the tunnel liner manufacturer and approved by the project designer. This material is subject to erosion during high stream flows and the project designer added the requirement that the exposed grout at the headwalls be protected. The contractor's engineer produced shop drawings to add steel plates to both headwalls of the bridge to cover the exposed grout and protect it from erosion. These shop drawings were approved by the project designer. This change order is adding a new agreed price item for the steel tunnel liner plate item to replace the existing item and add an item for the

installation of the steel plates on the bridge headwalls to protect the exposed grout. This work was intended to be accounted for in CO #02, but due to a clerical error, CO #02 became locked before the change order was finalized. Since CO #02 cannot be modified or deleted, CO #02 will have to be approved and this CO #04 will also deduct the erroneous item in CO #02. The approval of CO #02 will also deduct the original item for the tunnel liner, so there is no need to deduct the original item in CO #04.

Awarded Project Amount	$1,678,560.00
Authorized Project Amount	$1,793,500.60
Change Order Amount	$47,260.91
Revised Project Amount	$1,840,761.51

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0225	602.55010548	SF	$214.780	2,770.000	$594,940.60	-2,770.000	-$594,940.60	0.000	$0.00
A - RELINING WITH STEEL TUNNEL LINER PLATE **Reason:** Item is being replaced by item 48602.550105.									
1 item			Totals		$594,940.60		-$594,940.60		$0.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0228	48602.550105	SF	2,752.000	$202.700	$557,830.40
A - RELINING WITH STEEL TUNNEL LINER PLATE					
Reason: This is the corrected new renegotiated item for relining with steel tunnel liner plate. This item is being added because the tunnel liner section detailed in the plans would not fit the existing bridge arch due to increased deterioration and further collapse of the existing arch.					
0480	950.19	DC	84,371.110	$1.000	$84,371.11
Miscellaneous: A - INSTALL STEEL COVER PLATES FOR GROUT PROTECTION					
Reason: This item is being added because the grout used to fill the annular space between the new tunnel liner and the original bridge arch is a flowable CLSM grout meeting the requirements of the tunnel liner manufacturer and approved by the project designer. This material is subject to erosion during high stream flows and the project designer added the requirement that the exposed grout at the headwalls be protected.					
2 items					Total: $642,201.51

Attachments

Document	Name	Description	Submission Date
CAW-HW_plates.pdf	CAW-HW plates.pdf		02/21/2023 02:40 PM EST
CAW-Tunnel_Liner_AP.pdf	CAW-Tunnel Liner AP.pdf		02/21/2023 02:39 PM EST
CONR_104_CO_04_Tunnel_Liner.pdf	CONR_104_CO#04_Tunnel Liner.pdf		05/02/2023 10:43 AM EDT
Item_48602.550105_Cover_-_signed.pdf	Item 48602.550105 Cover - signed.pdf		05/02/2023 10:54 AM EDT
9 attachments			

Document	Name	Description	Submission Date
Item_48602.550105_Specification.pdf	Item 48602.550105 Specification.pdf		05/02/2023 10:44 AM EDT
Item_950.19_-_MURK26_03.29.23_-_signed.pdf	Item 950.19 - MURK26 03.29.23 - signed.pdf		05/02/2023 10:51 AM EDT
Item_950.19_Specification.pdf	Item 950.19 Specification.pdf		05/02/2023 10:46 AM EDT
McN_Ltr_for_Agreed_Prices.pdf	McN Ltr for Agreed Prices.pdf	Letter from contractor agreeing to new prices	02/21/2023 02:44 PM EST
Newburgh_LakeStBridge_Headwall_Protection_Resubmission_McLaren_Response.pdf	Newburgh_LakeStBridge_Headwall Protection Resubmission_McLaren Response.pdf	Shop drawing for headwall plates approved as noted by project designer	02/21/2023 02:42 PM EST
9 attachments			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.57 **LD040218** **City of Newburgh Purchase Order No.: 29815**

Contractor Name: **McNamee Construction Corporation**

Change Order No. 04

I, Peter Teliska, PE, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 04 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Peter Teliska, P.E.
Peter Teliska (May 2, 2023 11:31 EDT)

May 2, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer **Date**

Todd Venning **Date**

City Manager/CEO

City of Newburgh, Sponsor

CONR 104
(1/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

Region # 08	D040218	PIN:	8761.57	AEW #:	CO#04_1
County/Counties:	Orange		Date:	02/09/2023	
Contract Description: Rte 32 Lake Street Bridge Rehabilitation					
Engineer-in-Charge: Peter Teliska			Field Office Fax:		
Contractor: McNamee Construction Corp.					

Is Contract FHWA RFA or NCA?	☐ Yes ☒ No	FHWA Concurrence Obtained?	☐ Yes ☒ N/A
Municipal/Local Share Involvement?	☒ Yes ☐ No	Sufficient Funding in Place?	☒ Yes ☐ No
Proposed Work within the Contract Limits?	☒ Yes ☐ No	Proposed work within the Contract Scope?	☒ Yes ☐ No
Significant Change?	☐ Yes ☒ No	Has Project Manager been Notified?	☒ Yes ☐ No
Contract Bid Amount: $1,678,560.00		Contract Current Amount: $1,793,500.60	

Estimated **Increase** Due to this Change:

Description of Proposed Extra Work:

The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The proposed design was based on a survey from 2014 and the plans called for the contractor to perform a new survey prior to ordering the liner. The contractor's survey indicated that the existing bridge arch has deteriorated further and the liner shape proposed in the plans would not fit. A new shape that would fit the bridge arch in the current condition was designed. Because the liner had to be made to fit the areas of the existing bridge that collapsed the most, the remaining areas have a greater gap between the liner and the existing bridge. This has resulted in the need for a much greater amount of grout to fill the space between the new liner and the existing bridge arch and a larger area of formwork at the headwalls. The grout used to fill the annular space between the new tunnel liner and the original bridge arch is a flowable CLSM grout meeting the requirements of the tunnel liner manufacturer and approved by the project designer. This material is subject to erosion during high stream flows and the project designer added the requirement that the exposed grout at the headwalls be protected. The contractor's engineer produced shop drawings to add steel plates to both headwalls of the bridge to cover the exposed grout and protect it from erosion. These shop drawings were approved by the project designer.

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
602.55010548	A - RELINING WITH STEEL TUNNEL LINER PLATE	SF	0.00	2,770.00	-2,770.00	Agreed Price	$214.78
48602.550105	A - RELINING WITH STEEL TUNNEL LINER PLATE	SF	0.00	0.00	2,752.00	Agreed Price	$202.70
950.19	A - INSTALL STEEL COVER PLATES FOR GROUT PROTECTION	DC	0.00	0.00	84,371.11	Agreed Price	$1.00

◉ AEW has a value less than $50,000 ○ AEW has a value between $50,000 & $100,000 ○ AEW has a value greater than $100,000

Estimated AEW Total : $47,260.91

RECOMMENDED:

Date: _____

APPROVED:
Jason Morris, P.E., City Engineer
Project Manager, City of Newburgh

Date: _____

ITEM 48602.550105 – A – RELINING WITH STEEL TUNNEL LINER PLATE

DESCRIPTION

The requirements of NYSDOT Standard Specifications section 602-1, item 602.550105 shall apply.

MATERIALS

The requirements NYSDOT Standard Specifications section 602-2, item 602.550105 shall apply.

CONSTRUCTION DETAILS

The requirements of NYSDOT Standard Specifications section 602-3, item 602.550105 shall apply.

METHOD OF MEASUREMENT

The requirements of NYSDOT Standard Specifications section 602-4, item 602.550105 shall apply.

BASIS OF PAYMENT

The requirements of NYSDOT Standard Specifications section 602-5, item 602.550105 shall apply.

ITEM 950.19 – A – INSTALL STEEL COVER PLATES FOR GROUT PROTECTION

DESCRIPTION

Under this item, the contractor shall design and install non-structural steel cover plates on both bridge headwalls to cover and protect exposed grout.

MATERIALS

Materials shall be as specified on the approved design shop drawings. All steel components permanently incorporated into the work shall comply with section 106-11 Buy America.

CONSTRUCTION DETAILS

The contractor shall design suitable non-structural plates and the method of mounting them to the bridge headwalls to entirely cover the exposed annular space grout. The plates should be designed to protect the exposed grout from erosion due to high stream flows. Shop drawings shall be produced and submitted for review and acceptance by the contract design firm.

The contractor shall procure all materials needed, including fabrication of the plates, and install the plates in accordance with the accepted shop drawings.

METHOD OF MEASUREMENT

Payment will be measured on a Dollar Cents basis.

BASIS OF PAYMENT

The price bid shall include the cost of furnishing all labor, equipment, and materials necessary to install the plates in conformance to the approved shop drawings. The design, production of shop drawings, and fabrication of the plates are also included in the lump sum price.

McNAMEE CONSTRUCTION CORP.

March 29, 2023

Peter Teliska
HVEA
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street Bridge Rehab – Agreed Price Various Items

Dear Mr. Teliska,

McNamee Construction Corp agrees with the following price renegotiations:

- *Item No. 48602.550105 A – Relining with Steel Tunnel Liner @ $202.70/ SF with a quantity of 2752 for an item total of $557,844.03*

- *Item No. 950.19 A – Install Steel Cover Plates for Grout Protection @ $1.00/DC with a quantity of 84,371.11 for an item total of $84,371.11*

Please proceed with processing a change order for these items.

Thank you,

Dan MacNamee
McNamee Construction Corp.

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 4

Field Change Payment #

CO Item Qty 2,752

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ◉

Minor Item ○

75% Threshold

125% Threshold

Renegotiation Threshold (200% and $5,000 over original contract amount)

High Bid Item (over 125%) Yes ◉ No ○

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No 48602.550105

Renegotiated Qty

Contractor Quoted Unit Price $202.70

Method Chosen:

○ Original Bid Price Acceptable?

○ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range to

PIC Qty Range to N/A ☐

Regional WAP Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐

○ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price $0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

◉ Price Analysis

◉ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

○ Force Account Work (FAW)

○ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

○ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature Pete Teliska, P.E.
Peter Teliska (Apr 12, 2023 08:08 EDT)

Date Apr 12, 2023

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Agreed Price Worksheet - Prime Contractor

Contract: 8761.57 Item No.: 48602.550105 Quantity: 2,752.00 Units: SF

Item Description : A - Relining with Steel Tunnel Liner

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Foreman	300.00	$ 52.90	$15,870.00	300.00	$ 35.20	$10,560.00
Laborer	1,200	$ 43.30	$51,960.00	1,200	$ 35.20	$42,240.00
Operator	300.00	$ 60.22	$18,066.00	300.00	$ 33.50	$10,050.00

Wages $85,896.00 Fringes $62,850.00

If Fringes are paid directly to employee via cash or check, Enter value here: $ 0.00

Worker's Compensation Rate (%): 16.51 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	148,746
Workers Compensation:	$14,181.43
Standard Labor Markup:	$10,737.00
Fringe Benefit Markup:	$ 0.00
Labor Total:	173,664.4296

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
CLSM 9/27/22	CY	120.00	$136.90	$16,427.88	CLSM 10/1/22	CY	130.00	$144.40	$18,771.87
Steel Arch	EA	72.00	$2,444.56	$176,008.00	Formwork	LS	1.00	$4,411.57	$4,411.57

Materials Total: $215,619.32

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
CATM 322C	240.00	$129.84	$31,161.60	Air Compressor	120.00	$30.20	$3,624.00
Pick Up Truck	120.00	$47.98	$5,757.60	Generator	240.00	$17.68	$4,243.20

Equipment Total: $44,786.40

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Contech Engineering	1	$ 8,500.00	$ 8,500.00	Grout Pump & Pump Operator	1	$ 6,409.5(	$ 6,409.50
Form Engineering	1	$ 5,671.68	$ 5,671.68				

Services Total: $20,581.18

(E) OVERHEAD & PROFIT

		OH & Profit %	Cost
Labor, Materials, & Equipment Total :	$ 434,070.15	20.00	$ 86,814.03
Services:	$ 20,581.18	5.00	$ 1,029.06

Overhead & Profit Total: $87,843.09

(F) INSURANCE

Enter rate here if based on payroll	Payroll Based Cost Basis	Enter rate here if based on sales	Sales Based Cost Basis
17.87 %	$ 85,896.00		$ 0.00

Insurance Total: $15,349.62

Item Total: $ 557,844.03 **Unit Price:** $ 202.70 **per** SF

Contractor's Rep Name	Signature	Date	Engineer-in-Charge's Name	Signature	Date
	Shirley Correla		Peter Teliska	Peter Teliska (Apr 20, 2023 15:11 EDT)	Apr 20, 2023

HPS
HOLBROOK PIPE SUPPLY, INC.
790 Grundy Ave. Holbrook, NY 11741
(631) 588-6880 - Fx (631) 588-6968
info@holbrookpipe.com

INVOICE

Phone 631-588-6880
Fax 631-588-6968

Sold To

MCNAMEE CONSTRUCTION CORP
ATT: ACCOUNTS PAYABLE
154 Route 202
PO BOX 182
LINCOLNDALE NY 10540

Ship To

MCNAMEE CONSTRUCTION CORP
154 Route 202
PO BOX 182
LINCOLNDALE NY 10540

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesman
0008590	06/02/2022	350878		1100	BEST WAY	04

Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms
350878	08/24/2022	08/24/22	PREPAID& ADD	NEWBURGH BID #8	NET 30

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	UNIT PRICE	EXTENSION
					***** Invoice Message ***** Quote Number Q216646 **********			
1	72	72		TUNNEL-L-P	TUNNEL LINER PLATE Finish : Dip Galvanized, Gage : 3 Ga, Diameter: 146", Shape: Arch, Span(ft): 30, Span (inches): 9, Rise (ft): 9, Rise (inches): 1 Total number of Plates-528 Weight of Heaviest plate-84Lbs Total number of reinforcing Plates - 48 Weight of reinforcing Plates - 160 Lbs Number of Bolts required (supplied by contech) - 6,160 Total number of Tapped Grout ports (2 per ring) - 96 Receiving channels and Studs included	FT	2444.5556	176008.00

PAST DUE ACCOUNTS WILL BE PUT ON HOLD!
Under NO circumstances shall Holbrook be under any liability of any kind for labor or consequential damages. NO RETURNS WITHOUT AUTHORIZATION!!
Terms & Conditions
Returns are subject to RESTOCK CHG. PAYMENT is DUE 30 Days after the invoice date. A 1.5% chg will be applied to past due inv. In event of default, the customer agrees to pay attorney & collection fees.

Merchandise	176,008.00
Freight	0.00
Misc Charges	0.00
Sub Total	176,008.00
Taxable	0.00
Tax (NT)	0.00
TOTAL	$176,008.00

Archive Copy Pay By 09/03/2022 Writer: JM

INVOICE

INVOICE NO.
25059694

CONTECH®
ENGINEERED SOLUTIONS
A QUIKRETE® COMPANY

POSTED

REMIT TO
CONTECH ENGINEERED SOLUTIONS, LLC PO Box 936362 Atlanta, GA 31193-6362

BY EFT
ABA: 121000248 (Wells Fargo) ACCOUNT: 2052700385107 SWIFT:WFBIUS6S CHIPS 0407 REMIT INFO: ach@quikrete.com

BILL TO	SHIP TO
629710 20220609095811-46 MCNAMEE CONSTRUCTION CORP. PO BOX 182 LINCOLNDALE NY 10540-0182	758048 MCNAMEE CONSTRUCTION CORP. RTE. 32 LAKE STREET BRIDGE REHAB NEWBURGH NY 12550

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
QUO-499031-R4B1T6	06/08/22		07/08/22	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/08/22	Prepaid	.5% 10, Net 30	

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			20920779	ENGSVC-417	ENGINEERING SERVICE-BRIDGECOR Proj.#: 602647 SB #: 09640464	8,500.000	EA	8,500.00

Date Received
Job # 21-003
Cost Code 01-004
Approved Reach Cy

JUN 17 2022

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5190	SUB-TOTAL ▶	8,500.00
All sales are subject to applicable taxes - to be paid by buyer - unless the law provides a specific exemption from tax and buyer provides a valid tax exemption certificate.	INVOICE TOTAL ▶	8,500.00
All sales are subject to Contech's terms and conditions of sale available at: http://www.conteches.com/cos (effective as of sales date). A late charge of 1.5% monthly or the maximum allowed by law, if less, will be imposed on all past due amounts.	USD DOLLARS	PLEASE PAY FROM THIS INVOICE

This invoice is issued by Contech Engineered Solutions LLC for itself and/or on behalf of one or more of its subsidiaries, including but not limited to,Keystone Retaining Wall Systems LLC.

If you have questions on this invoice please contact CUSTOMER SERVICE REP (513)645-7000

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
Amsterdam, NY 12010
Billing Dept. Jill 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE

McNamee Construction Corp.
PO Box 182
cindy@mcnameeconstruction.net
Lincolndale NY 10540

Invoice Date	Invoice No.	Credit Memo No.	Page
10-01-2022	4464785		1

Customer No.	Project No.	Order No.
5126	2229512	

Delivery Address	Lot/Block	Zone No.	P.O. Number	Customer Job No.
207 Lake St Newburgh (PUMPING)			772 217 7203	

Date	Quantity	UOM	Product	Description	Ticket No.	Unit Price	TX	Ext. Price
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206224	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206224	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206224	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206224	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206225	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206225	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206225	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206225	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206226	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206226	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206226	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206226	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206227	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206227	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206227	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206227	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206228	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206228	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206228	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206228	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206229	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206229	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206229	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206229	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206230	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206230	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206230	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206230	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206231	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206231	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206231	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206231	75.00		75.00

*** Continued on next page. ***

Terms	Quantities	PLEASE PAY THIS AMOUNT

Terms: NET 30 - *Interest of 1½% per month (18% per annum) is added to the account on all past due balances.*

Please include invoice number with payment.

YOU MUST NOTIFY US WITHIN 31 DAYS OF ANY DISCREPANCIES ON THIS INVOICE OR THE CHARGES WILL BE DEEMED VALID.

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
Amsterdam, NY 12010
Billing Dept. Jill 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE

McNamee Construction Corp.
PO Box 182
cindy@mcnameeconstruction.net
Lincolndale NY 10540

Invoice Date	Invoice No.	Credit Memo No.	Page
10-01-2022	4464785		2

Customer No.	Project No.	Order No.
5126	2229512	

Delivery Address	Lot/Block	Zone No.	P.O. Number	Customer Job No.
207 Lake St Newburgh (PUMPING)			772 217 7203	

Date	Quantity	UOM	Product	Description	Ticket No.	Unit Price	TX	Ext. Price
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206232	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206232	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206232	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206232	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206233	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206233	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206233	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206233	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206234	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206234	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206234	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206234	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206235	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206235	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206235	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206235	75.00		75.00
10-01-22	10.00	cy		Fill Crete 3 Pumpable	2206236	133.00		1,330.00
10-01-22	1.00	ea		Environmental Surcharg	2206236	13.99		13.99
10-01-22	1.00	ea		Fuel Surcharge	2206236	25.00		25.00
10-01-22	1.00	ea		Saturday Charge	2206236	75.00		75.00

Sub total	18,771.87
Total Tax	1,525.21

Terms	Quantities	PLEASE PAY THIS AMOUNT
NET 30 DAYS	130.00 cy	$20,297.08

Terms: NET 30 - *Interest of 1½% per month (18% per annum) is added to the account on all past due balances.*
YOU MUST NOTIFY US WITHIN 31 DAYS OF ANY DISCREPANCIES ON THIS INVOICE OR THE CHARGES WILL BE DEEMED VALID.

Please include invoice number with payment.

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
Amsterdam, NY 12010
Billing Dept. Jill 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE

McNamee Construction Corp.
PO Box 182
cindy@mcnameeconstruction.net
Lincolndale NY 10540

Invoice Date	Invoice No.	Credit Memo No.	Page
09-27-2022	4464168		1
Customer No.	**Project No.**	**Order No.**	
5126	2229512		

Delivery Address	Lot/Block	Zone No.	P.O. Number	Customer Job No.
207 Lake St Newburgh *			772 217 7203	

Date	Quantity	UOM	Product	Description	Ticket No.	Unit Price	TX	Ext. Price
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206014	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206014	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206014	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206016	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206016	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206016	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206017	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206017	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206017	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206018	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206018	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206018	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206019	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206019	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206019	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206020	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206020	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206020	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206021	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206021	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206021	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206023	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206023	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206023	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206024	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206024	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206024	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206026	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206026	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206026	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206027	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206027	13.99		13.99

*** Continued on next page. ***

Terms	Quantities	PLEASE PAY THIS AMOUNT

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Please include invoice number with payment.

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
Amsterdam, NY 12010
Billing Dept. Jill 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE

McNamee Construction Corp.
PO Box 182
cindy@mcnameeconstruction.net
Lincolndale NY 10540

Invoice Date	Invoice No.	Credit Memo No.	Page
09-27-2022	4464168		2

Customer No.	Project No.	Order No.
5126	2229512	

Delivery Address	Lot/Block	Zone No.	P.O. Number	Customer Job No.
207 Lake St Newburgh *			772 217 7203	

Date	Quantity	UOM	Product	Description	Ticket No.	Unit Price	TX	Ext. Price
09-27-22	1.00	ea		Fuel Surcharge	2206027	25.00		25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206028	133.00		1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206028	13.99		13.99
09-27-22	1.00	ea		Fuel Surcharge	2206028	25.00		25.00

Sub total	16,427.88
Total Tax	1,334.77

Terms	Quantities	PLEASE PAY THIS AMOUNT
NET 30 DAYS	120.00 cy	$17,762.65

Terms: NET 30 - *Interest of 1½% per month (18% per annum) is added to the account on all past due balances.*

Please include invoice number with payment.

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MODERN
CONCRETE PUMPING, INC.
21 Shepard Drive
Newington, CT 06111
860-233-6362
860-236-7213

Daily Contract / Invoice

037474

DATE: 9/27/2022

INVOICE #

BILL TO:

McNameeConstr.
154 Route 202
PO Box 182
Lincolndale, NY 10540

SHIP TO:

Newburgh Lake St
225 Lake St
Newburgh, NY
Roy 772-217-7203

P.O. NUMBER	WORKER'S COMP	OPERATOR	TIME ON	TIME OFF	READY MIX
	5221	JOE	6:30	2:15	Cranesville 845-896...

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
7 3/4	PUMP	Trailer ordered	260.00	2015.00
4	TRAVEL	4 Hours	130.00	520.00
75	CU. YDS	Estimated 100+ CY	1.40	105.00
3 3/4	OVERTIME	When applicable	65.00	243.75
1	EXTRAS	bag primer	20.00	20.00
Ø	Fees	Fuel Surcharge	Ø	Ø
		75 ~~150~~ ft 2 1/2" Line		
		4 Hour Min. & Travel Time Port to Port		
		Fuel 32 Miles		

Contractor is responsible for pumpability of all concrete mixes. Modern Concrete Pumping does not take responsibility for concrete trucks being rejected under any circumstances, we will not be resposible for any back charges what so ever.

Subtotal	2903.75
Sales Tax	Ø
TOTAL	2903.75

CONTRACTOR RESPONSIBLE FOR SETTING & CLEANING OF PIPE. WE ARE NOT RESPONSIBLE FOR DOWNTIME. THERE WILL BE NO CHARGE FOR DOWNTIME DUE TO MALFUNCTION OF MACHINE. WE ARE NOT RESPONSIBLE FOR POURS, DUE TO MECHANICAL FAILURE OUTSIDE OF A TWENTY (20) MILE RADIUS OF OUR OFFICE. CUSTOMER IS RESPONSIBLE FOR EQUIPMENT AFTER IT LEAVES PUBLIC RIGHT AWAY. TOWING AND PHYSICAL DAMAGE INCLUDED.

MODERN CONCRETE PUMPING, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGE RESULTING THEREFROM WHERE PUMP IS REQUESTED INSIDE OF CURB.

TERMS OF SALE ARE NET 30 DAYS. IN THE EVENT IT IS NECESSARY TO ENFORCE COLLECTION OF THE AMOUNT OF THIS RENTAL, ALL COSTS INCLUDING RESONABLE ATTONEY FEES AND INTEREST SHALL BE PAYABLE BY RENTER. SERVICE CHARGE AT THE RATE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS NOT PAID AFTER 30 DAYS.

AUTHORIZED SIGNATURE _____

MODERN
CONCRETE PUMPING, INC.
21 Shepard Drive
Newington, CT 06111
860-233-6362
860-236-7213

Daily Contract / Invoice

037497

DATE: 10/1/2022 SATURDAY

INVOICE #

BILL TO:

McNameeConstr.
154 Route 202
PO Box 182
Lincolndale, NY 10540

SHIP TO:

Newburgh Lake St
225 Lake St
Newburgh, NY
Roy 772-217-7203

P.O. NUMBER	WORKER'S COMP	OPERATOR	TIME ON	TIME OFF	READY MIX
5221		JOE	6:30	1:15	Crainsville

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
3/4	PUMP	Trailer ordered	260.00	1755.00
4	TRAVEL	4 Hours 130	130.00	520.00
105	CU. YDS	Estimated ~~120~~ CY	1.40	147.00
3/4	OVERTIME	When applicable	65.00	98.50
Ø	EXTRAS	~~bag primer~~	Ø	Ø
D	Fees	Fuel Surcharge	Ø	Ø
1	EXTRAS	Saturday Stand By Fee	385.00	385.00
		4 Hour Min. & Travel Time Port to Port		
		Fuel 32 Miles		
125		~~150ft~~ 2 1/2" Line		

Contractor is responsible for pumpability of all concrete mixes. Modern Concrete Pumping does not take responsibility for concrete trucks being rejected under any circumstances, we will not be resposible for any back charges what so ever.

Subtotal	3505.75
SalesTax	Ø
TOTAL	3505.75

CONTRACTOR RESPONSIBLE FOR SETTING & CLEANING OF PIPE. WE ARE NOT RESPONSIBLE FOR DOWNTIME. THERE WILL BE NO CHARGE FOR DOWNTIME DUE TO MALFUNCTION OF MACHINE. WE ARE NOT RESPONSIBLE FOR POURS, DUE TO MECHANICAL FAILURE OUTSIDE OF A TWENTY (20) MILE RADIUS OF OUR OFFICE. CUSTOMER IS RESPONSIBLE FOR EQUIPMENT AFTER IT LEAVES PUBLIC RIGHT AWAY. TOWING AND PHYSICAL DAMAGE INCLUDED.

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TERMS OF SALE ARE NET 30 DAYS. IN THE EVENT IT IS NECESSARY TO ENFORCE COLLECTION OF THE AMOUNT OF THIS RENTAL, ALL COSTS INCLUDING RESONABLE ATTONEY FEES AND INTEREST SHALL BE PAYABLE BY RENTER. SERVICE CHARGE AT THE RATE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS NOT PAID AFTER 30 DAYS.

AUTHORIZED SIGNATURE _____

McNAMEE CONSTRUCTION CORP.

January 13, 2023

Peter Teliska, P.E.
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street TAP – In House Design Engineering

Pete,

McNamee Construction employs Timothy Cruse, P.E. and for the Design Engineering related to the attached agreed price for Item No. 602.550105, he performed the following:

- Identify the conflict
- Document and review survey analysis
- Work up geometry design for revised arch
- Grout quantity analysis
- Timber Formwork design

For this work Timothy Cruse spent 48 hours at a rate of $118.16/hour (totaling $5,671.68).

This is to be included in the attached agreed price submittal.

Thank you,

Shirley Correia

154 Route 202 * PO Box 182 * Lincolndale, NY 10540 * Phone (914) 243-5910 * Fax (914) 243-5912

Peter McCourt

HVEA 9/23/22
Enlarge Bulkhead Rt 32 Bridge

Items total
$926.16

THE HOME DEPOT

How doers get more done.

1220 ROUTE 300 NEWBURGH, NY 12550
(845)561-6540 STORE MGR DANIEL GRACE

1250 00001 24834 09/23/22 07:27 AM
SALE CASHIER ANNETTE

071641126336 SHARPIE 2-PK <A>
SHARPIE PERMANENT MARKER-BLACK 2PK
2@2.48 4.96
081834103518 HDCRPPNCLBLK <A>
E/O BULK CARPENTER PENCIL-HD
5@0.20 1.00
003925068646 6-1/2"24T <A>
DIABLO 6-1/2" 24T FRAMING CSB
3@11.97 35.91
008925153207 3/4 IN. X 6 <A>
3/4 IN. X 6 IN. SPEEDEMON SPADE BIT
3@8.47 25.41
045242353552 5/8TITSXD <A> 27.87
MKE TITANIUM 5/8" BIT 1PC
076174424706 ST 48" LEVEL <A> 12.97
48" STANLEY ABS I-BEAM LEVEL
076174473742 CHALK REEL <A> 11.97
DEWALT 100' CHALK KIT RED
045242325047 1KPLRSSE12 <A> 27.97
MKE 2PC LOCKING PLIERS SET
093945060098 2X4-96 KD-HT <A>
2X4-96" PRIME KD-HT WHITEWOOD STUD
60@3.98 238.80
0000-166-057 4X8 3/4 BC <A>
23/32 4X8 BCX PLYWOOD
12@57.28 687.36

SUBTOTAL 1,074.22
SALES TAX 87.28
TOTAL $1,161.50
XXXXXXXXXXXX4459 HOME DEPOT
USD$ 1,161.50
AUTH CODE 023964/1012756 TA
Chip Read
AID A0000000042999908400304 THD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-5744 SUMMARY
THIS RECEIPT PO/JOB NAME: MORK NEWBURGH

2022 PRO XTRA SPEND 09/22: $43,007.48
INCLUDES:
2022 PROXTRA SAVINGS 09/22: $419.50

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

1250 09/23/22 07:27 AM
1250 01 24834 09/23/2022 5595

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	09/23/2023

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

WHITE CAP

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

5

INVOICE

BRANCH ADDRESS
521 - ROCK TAVERN NY (AHH) (PZ10)
(845) 566-4040
165 STONE CASTLE ROAD
ROCK TAVERN NY 12575
ORANGE

INVOICE NUMBER
50019701556
INVOICE DATE
09/20/2022
CUSTOMER PO NUMBER
NEWBURGH

ENROLLMENT TOKEN: PSK TVH WDK

SOLD TO: 10000213387
2642 1 MB 0.515 E0303 I0522 D9687460521 S2 P9264087 0002:0003

MCNAMEE CONST CORP
154 RTE 202 /154 LOVELL ST
PO BOX 182
LINCOLNDALE NY 10540-0182

TERRITORY:
SHIP TO: 10003490801

NEWBURGH
RT 32 207 LAKE STREET
NEWBURGH NY 12550

PLEASE REMIT PAYMENT TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
09/14/2022	48970408	ROY SHIPMAN	MABE, ANDREW T	THOMAS, KEVIN
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
521	10003490801	NET 30 DAYS	5. WALK IN	NEWBURGH

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	********** DELIVERY TAG#: 21956297 **********	1	0	0	1	0.00	
2	277CN12	1/2" PLAIN COIL NUT	500	0.31 EA	0	500	155.00	12.59
3	13246500	1/4"X3"X4" FLAT HOLE PLATE WASHER 1/2" BOLT DIAMETER DAYTON	300	5.49 EA	0	300	1,647.00	133.82
4	249CR12	1/2"X12' PLAIN COIL ROD PRICED PER FT AND SOLD IN 12' LENGTHS	60	3.79 FT	0	60	227.40	18.48
5	21106330	1/2" COIL THREAD DROP IN ANCHOR DEWALT	350	1.94974 EA	0	350	682.41	55.45
6	61908850	50LB BAG CHEMICAL NON-SHRINK GROUT EUCLID	32	15.99 BAG	0	32	511.68	41.58

These materials are for temporary form work. They are not permanently incorporated into the work and are subject to sales tax.

Date Received
Job # 21-003
P.O. #
P.O. Verified
Cost Code 01-009

Approved by

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

RECEIVED BY ROY SIGNATURE COPY ON FILE

TOTAL GROSS	3,223.49
TOTAL TAX	261.92
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	3,485.41

0002:0003

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 04

Field Change Payment #

CO Item Qty 1

Section 1 - Existing Contract Item

Use the Item Analysis Report and CONR 22 Composite Report in BI to fill out the below information. Follow Added Work Cost Analysis Decision Flow Chart.

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ◉

Minor Item ○

75% Threshold

125% Threshold

Renegotiation Threshold (200% and $5,000 over original contract amount)

High Bid Item (over 125%) Yes ◉ No ○

Section 2 - New Contract Item or Continuation of Existing Item

New Item Spec No 950.19

Renegotiated Qty

Contractor Quoted Unit Price $84,371.11

Method Chosen:

○ Original Bid Price Acceptable?

○ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range to

PIC Qty Range to N/A ☐

Regional WAP Statewide WAP

Printout of PIC w/ Qty Range, dates, prices attached? ☐

○ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price $0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3 Lowest Bidders on the Contract attached? ☐

◉ Price Analysis

◉ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?

○ Force Account Work (FAW)

○ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?

○ FAW (Final) Included with all MURK forms and documentation attached?

Project Conditions/Variance Explanation attached? ☐

Signature Pete Teliska P.E.
Peter Teliska (Apr 19, 2023 16:51 EDT)

Date Apr 19, 2023

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Agreed Price Worksheet - Prime Contractor

Contract: 8761.57 Item No.: 950.19 Quantity: 84,371.11 Units: DC

Item Description : A - Install Steel Cover Plates for Grout Protection

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Laborer	92.00	$ 43.30	$ 3,983.60	92.00	$ 35.20	$ 3,238.40
Operator	46.00	$ 60.22	$ 2,770.12	46.00	$ 33.50	$ 1,541.00
Welder	46.00	$ 51.38	$ 2,363.48	46.00	$ 42.71	$ 1,964.66
Teamster	8.00	$ 33.39	$ 267.12	8.00	$ 42.16	$ 337.28
Foreman	46.00	$ 52.90	$ 2,433.40	46.00	$ 35.20	$ 1,619.20

Wages $11,817.72 Fringes $ 8,700.54

If Fringes are paid directly to employee via cash or check, Enter value here: $ 0.00

Worker's Compensation Rate (%): 16.51 %

(The Contractor shall submit an Insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	$20,518.26
Workers Compensation:	$ 1,951.11
Standard Labor Markup:	$ 1,477.21
Fringe Benefit Markup:	$ 0.00
Labor Total:	$23,946.58

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Steel	EA	10.00	$2,773.00	$27,730.00	Bolts	LS	1.00	$580.00	$580.00

Materials Total: $28,310.00

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Pick Up Truck	92.00	$47.98	$4,414.16	Trailer	8.00	$49.05	$392.40
Portable Welder	46.00	$18.07	$831.22	Tractor Truck	8.00	$68.35	$546.80
Excavator	46.00	$129.84	$5,972.64				

Equipment Total: $12,157.22

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Engineering	1	$ 4,726.40	$ 4,726.40				

Services Total: $ 4,726.40

(E) OVERHEAD & PROFIT

		OH & Profit %	Cost
Labor, Materials, & Equipment Total:	$ 64,413.80	20.00	$ 12,882.76
Services:	$ 4,726.40	5.00	$ 236.32

Overhead & Profit Total: $13,119.08

(F) INSURANCE

Enter rate here if based on payroll	Payroll Based Cost Basis	Enter rate here if based on sales	Sales Based Cost Basis
17.87 %	$ 11,817.72		$ 0.00

Insurance Total: $ 2,111.83

Item Total: $ 84,371.11 **Unit Price:** $ 1.00 per DC

Shirley Correia — Contractor's Rep Name
Signature
3/29/23 — Date
Peter Teliska — Engineer-in-Charge's Name
Pet Teliska P.E. — Peter Teliska (Apr 11, 2023 15:21 EDT) — Signature
Apr 11, 2023 — Date

McNAMEE CONSTRUCTION CORP.

January 13, 2023

Peter Teliska, P.E.
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street TAP – In House Design Engineering

Pete,

McNamee Construction employs Timothy Cruse, P.E. and for the Design Engineering related to the attached MURK for Item No. 950.19, he performed the following:

- Geometry for the size and thickness of steel plates
- Connection details
- Material Specifications
- Auto-CAD design drawings

For this work Timothy Cruse spent 40 hours at a rate of $118.16/hour (totaling $4,726.40).

This is to be included in the attached agreed price submittal.

Thank you,

Shirley Correia

154 Route 202 * PO Box 182 * Lincolndale, NY 10540 * Phone (914) 243-5910 * Fax (914) 243-5912

BACO ENTERPRISES INC
1190 Longwood Ave · Bronx, NY 10474
Phone: (718) 589-6225 · Fax: (718) 991-6647

Quote

Quote Number : 700224-0
Customer# : M5910
Quote Date : 12/15/2022
Ship Date : 12/16/2022
Quoted To : ROY
Entered By : Ben Freeman
Terms : CREDIT CARD
Ship Via : UPS GROUND PPD & ADD
Ship Acct# :
Job/Rel# : NEWBURGH LAKE STREET
FOB : BACO
PO : QUOTE ONLY

Quote Valid for 30 Days.

Bill to: MCNAMEE CONST. CORP.
P.O. BOX 182
MAPLE AVE.
LINCOLNDALE, NY 10540

Phone: (914) 243-5910 Fax: (914) 243-5912

Ship to: MC NAMEE CONST. CORP.
154 RTE 202
ROY 772-217-7203
LINCOLNDALE, NY 10540

Customer/Order Instructions

CERTS REQUIRED
EMAIL CERTS TO: marco@mcnameeconstruction.net
MAIL INVOICE & CERTS

Line	Qty	U/M	Item #	Description	Price	Per	Extension
0001	150	EA	DA325BNWG-122	1/2"x 2" A325 HVY HEX B-N-W ASSEMBLY DOMESTIC **HDG** (700-KG.)	183.33	C	275.00
0002	150	EA	F436G-12	1/2" HIGH STRENGTH WASHERS HDG	20.00	C	30.00
0003	100	EA	WA-12234	1/2"X 2-3/4" WEDGE ANCHOR [25/BX]	125.00	C	125.00
0004	100	EA	WA-12334	1/2"x 3-3/4" WEDGE ANCHOR [25/BX]	150.00	C	150.00
0005	1	EA	CERTS-NS	PLEASE PROVIDE CERTS WITH SHIPMENT & INVOICE	0.00	EA	0.00

SubTotal 580.00

Signature: _____

Returns must be authorized by a Baco Enterprises representative within 30 days of delivery.
No credit will be issued without a Return Authorization

Tax 48.58

Thank you! Have a nice day!

Total USD 628.58

CONSTRUCTION CORPORATION

AA/EOE

Purchase Order

TO: Southington Metal
95 Corporate Drive
Southington, CT 06489

PHONE: 860.621.0149

CONTACT: Tom Beland
EMAIL: to□□ southington□etal.□o□

SHIP TO: FOB Southington

QUOTE #: Email of 12.01.2022

DATE: 12/14/2022

PO #: 1690

Above purchase order number MUST appear on all inquiries, invoices, packing slips and shipping documents.

JOB: PIN 8761.57 / MCC #21-003

Route 32 Lake Street Bridge Rehabilitation, Newburgh, NY

SHIP THE FOLLOWING ITEMS AND PERFORM THE WORK IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS: ALL WORK WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, ADDENDUMS, PREVAILING WAGE RATES.

	Description of Item/Service	Qty	Unit	Unit Price	Estimated Total
	HD Galvanized Plates per details with upper mounting holes drilled	10	EA	$ 2,773.00	$ 27,730.00
			Sub-Total:		$ 27,730.00
			Sales Tax		Tax Exempt
			Total Estimated Cost:		$ 27,730.00

TERMS & CONDITIONS:

1) All invoices must show Contract #8761.57/ MCC 21-003 for payment.
2) Prices stated herein will remain firm for the duration of the project.
3) All extra work to be agreed to in writing. Southington Metal to provide quote in writing for MCC approval to proceed.
4) All project scheduling/questions/information to be directed to Roy Shipman (772) 217-7203.
5) Pricing is based on a 3 week completion.
6) Payment Terms Net 30.
7) All drawings and materials to meet NYSDOT standard specifications and Contract special provisions for the project.
8) Original, notarized material certs required prior to payment.

ALL TERMS AND CONDITIONS AS SET FORTH ON PAGE 2 ARE PART OF THIS AGREEMENT.

ACCEPTED: Southington Metal Fabricating Co — **VENDOR / SUPPLIER**

BY: Tom Beland

DATE: 12/15/22

McNamee Construction Corp. — **CONTRACTOR**

DATE

General Conditions

All material and equipment furnished under this order shall be guaranteed by the Seller to the Purchaser and Owner to be fit and sufficient for the purpose intended, and that they are merchantable, of good material and workmanship and free from defects, and Seller agrees to replace without charge to Purchaser or Owner said material and equipment, or remedy any defects latent or patent not due to ordinary wear and tear or due to improper use or maintenance, which may develop within one year from date of acceptance by the Owner, or within the guarantee period set forth in applicable plans and specifications, whichever is longer. The warranties herein are in addition to those implied by law.

The Seller and all material and equipment furnished under this order shall be subject to the approval of the Owner, architect, engineer, or the Purchaser, and Seller shall furnish the required number of submittal data or samples for said approval. In the event approval is not obtained, the order may be cancelled by Purchaser with no liability on the part of the purchaser.

All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions applicable to the contract of Purchaser with the Owner or another contractor, and Seller shall be bound thereby in the performance of this contract.

The materials and equipment covered by this order, whether in a deliverable state or otherwise, shall remain the property of the Seller until delivered to a designated site and actually received by the Purchaser, and any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Seller, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

The Seller hereby agrees to indemnify and save harmless the Purchaser from and against all claims, liability, loss, damage or expense, including attorneys' fees, by reason of any actual or alleged infringement of letters patent or any litigation based thereon covering any article purchased hereunder. In addition, Seller agrees to accept exclusive liability for the payment of any Federal or State payroll taxes associated with this order, as well as any Federal, State, and Local taxes, assessments and/or fees.

Time is of the essence of this contract. Should the Supplier for any reason fail to make deliveries as required hereunder to the satisfaction of the Purchaser, or if the materials are not satisfactory to the Owner/Architect/Engineer, the Purchaser shall be at liberty to purchase the materials elsewhere, and any excess in cost of same over the price herein provided shall be chargeable to and paid by the Supplier on demand. Should any delay on the part of the Supplier, or defects or nonconformance of the materials or equipment with the plans and specifications, occasion loss, damage or expense including consequential damages to the Owner or to the Purchaser, the Supplier shall indemnify the Owner and Purchaseragainst such loss, damage or expense including attorneys' fees. If for any cause, all or any portion of the materials to be furnished are not delivered at the time or times herein specified, the Purchaser may, at his option, cancel this order as to all or any portion of materials not so delivered.

Seller shall furnish all necessary lien waivers, affidavits or other documents required to keep the Owner's premises free from liens or claims for liens, arising out of the furnishing of the material or equipment herein, as payments are made from time to time under this order. Seller shall supply, complete, and/or execute all forms, reports, certificates, and/or other documents required by Purchaser or Owner/Architect /Engineer for this order.

All prior representations, conversations or preliminary negotiations shall be deemed to be merged in this order, and no changes will be considered or approved unless this order is modified by an authorized representative of Purchaser in writing. Any reference to Seller's quotation shall be deemed for identification purposes only, and shall not be deemed as an acceptance of Vendor's terms & conditions. This order shall become a binding contract on the terms stated herein when it is accepted either by acknowledgment by Purchaser or performance or performance by Seller. Commencement of Work shall imply acceptance of this order and all of its General Conditions.

Purchaser shall have the right at any time by written order to make changes in the Work to be performed by Seller whether such changes relate to drawings, specifications, methods of shipment, schedules, or place of delivery of any material and/or Work covered by this order. If such changes cause an increase or decrease in the amount due under the order or in the time required for its performance, an equitable adjustment shall be made to the extent same is provided by Owner and the order shall be modified in writing. In no event shall Purchaser have any liability for loss of anticipated profits of either Seller or Seller's suppliers. Claims by Seller under this clause must be made in writing, and within the same time frame for providing proper Notice as required by the Owner of Purchaser, and if the direction is not related to an Owner initiated change, within 7 consecutive calendar days from the date the direction was provided by Purchaser. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

EquipmentWatch™

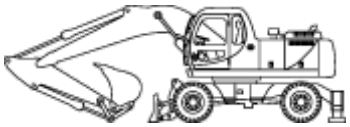
www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for MARCOPARISI12 in All Saved Models

March 31, 2022

Caterpillar M322D2
Wheel Mounted Hydraulic Excavators



Size Class:
20.1 MTons & Over
Weight:
N/A

Configuration for M322D2

Bucket Capacity	**2.1 cu yd**	Horsepower	**173 hp**
Operating Weight	**49604 lbs**	Power Mode	**Diesel**

Blue Book Rates

Non-current (i.e. archived) rates: Jan 1, 2022 - Mar 31, 2022

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $13,355.00	USD $3,740.00	USD $935.00	USD $140.00	USD $47.89	USD $123.77
Adjustments						
Region (Connecticut: 108%)	USD $1,068.40	USD $299.20	USD $74.80	USD $11.20		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,423.40**	**USD $4,039.20**	**USD $1,009.80**	**USD $151.20**	**USD $47.89**	**USD $129.84**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $40.98
Idling Rate	USD $95.76

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $5,876.20/mo
Overhaul (ownership)	41%	USD $5,475.55/mo
CFC (ownership)	4%	USD $534.20/mo
Indirect (ownership)	11%	USD $1,469.05/mo
Fuel (operating) @ USD 3.65	29%	USD $13.81/hr

Revised Date: 1st quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

April 4, 2022

GMC\CHEVY C1500 Silverado LS 4x2 Gas (disc. 2009)
Crew Cab Pickups

Size Class:
2
Weight:
N/A

Configuration for C1500 Silverado LS 4x2 Gas (disc. 2009)

Power Mode	**Gasoline**	Wheelbase	**119 Inches**
Axle Configuration	**4x2**	Complete / Incomplete	**C**
Gross Vehicle Weight	**6800 Pounds**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,805.00	USD $505.00	USD $125.00	USD $19.00	USD $37.72	USD $47.98
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2009: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,805.00**	**USD $505.00**	**USD $125.00**	**USD $19.00**	**USD $37.72**	**USD $47.98**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.67
Idling Rate	USD $39.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	USD $722.00/mo
Overhaul (ownership)	35%	USD $631.75/mo
CFC (ownership)	5%	USD $90.25/mo
Indirect (ownership)	20%	USD $361.00/mo
Fuel (operating) @ USD 4.24	77%	USD $28.99/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch.

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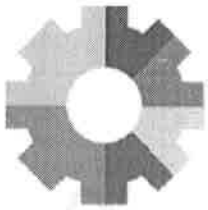
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 21, 2022

Miscellaneous 20000
Small Generator Sets

Size Class:
15,001 - 20,000 Watts
Weight:
1000 lbs



Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $290.00	USD $81.00	USD $20.00	USD $3.00	USD $15.99	USD $17.64
Adjustments						
Region (Connecticut: 102.8%)	USD $8.12	USD $2.27	USD $0.56	USD $0.08		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $298.12**	**USD $83.27**	**USD $20.56**	**USD $3.08**	**USD $15.99**	**USD $17.68**

Non-Active Use Rates

	Hourly
Standby Rate	USD $0.85
Idling Rate	USD $15.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	67%	USD $194.30/mo
Overhaul (ownership)	19%	USD $55.10/mo
CFC (ownership)	3%	USD $8.70/mo
Indirect (ownership)	11%	USD $31.90/mo
Fuel (operating) @ USD 4.24	87%	USD $13.85/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch

www.equipmentwatch.com

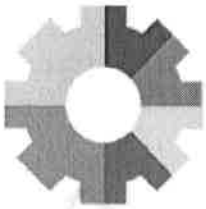
All prices shown in US dollars ($)

Rental Rate Blue Book®

November 29, 2022

Atlas Copco XATS 68 Kd
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cfm
Weight:
N/A



Configuration for XATS 68 Kd

Air Delivery Rating	**125.0 cu ft/min**	Horsepower	**44.3 hp**
Power Mode	**Diesel**	Rated Pressure	**150.0 psi**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,240.00	USD $630.00	USD $160.00	USD $24.00	USD $16.49	USD $29.22
Adjustments						
Region (Connecticut: 107.7%)	USD $172.48	USD $48.51	USD $12.32	USD $1.85		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,412.48**	**USD $678.51**	**USD $172.32**	**USD $25.85**	**USD $16.49**	**USD $30.20**

Non-Active Use Rates

	Hourly
Standby Rate	USD $6.85
Idling Rate	USD $21.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD $403.20/mo
Overhaul (ownership)	70%	USD $1,568.00/mo
CFC (ownership)	4%	USD $89.60/mo
Indirect (ownership)	8%	USD $179.20/mo
Fuel (operating) @ USD 5.03	49%	USD $8.03/hr

Revised Date: 4th quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

March 31, 2022

Miller BIG BLUE 500D CC/CV
Portable Welders

Size Class:
401 - 500 amps
Weight:
N/A

Configuration for BIG BLUE 500D CC/CV

Current	**DC-CC/CV**	Horsepower	**48.9 hp**
Power Mode	**Diesel**		

Blue Book Rates

Non-current (i.e. archived) rates: Jan 1, 2022 - Mar 31, 2022

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,350.00	USD $380.00	USD $95.00	USD $14.00	USD $10.20	USD $17.87
Adjustments						
Region (Connecticut: 102.6%)	USD $35.10	USD $9.88	USD $2.47	USD $0.36		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,385.10**	**USD $389.88**	**USD $97.47**	**USD $14.36**	**USD $10.20**	**USD $18.07**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $3.93
Idling Rate	USD $15.24

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	USD $661.50/mo
Overhaul (ownership)	23%	USD $310.50/mo
CFC (ownership)	7%	USD $94.50/mo
Indirect (ownership)	21%	USD $283.50/mo
Fuel (operating) @ USD 3.65	72%	USD $7.37/hr

Revised Date: 1st quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MARCO PARISI (mguadagnolo@mcnameeconstruction.net)

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

March 31, 2022

Miscellaneous 6 AXLE 8 TIRE 80'
Lowboy Trailers

Size Class:
All
Weight:
N/A



Configuration for 6 AXLE 8 TIRE 80'

Power Mode **Manual**

Blue Book Rates

Non-current (i.e. archived) rates: Jan 1, 2022 - Mar 31, 2022

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,595.00	USD $1,845.00	USD $460.00	USD $69.00	USD $11.24	USD $48.71
Adjustments						
Region (Connecticut: 100.9%)	USD $59.35	USD $16.60	USD $4.14	USD $0.62		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,654.35**	**USD $1,861.60**	**USD $464.14**	**USD $69.62**	**USD $11.24**	**USD $49.05**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $18.90
Idling Rate	USD $37.81

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	69%	USD $4,550.55/mo
Overhaul (ownership)	20%	USD $1,319.00/mo
CFC (ownership)	4%	USD $263.80/mo
Indirect (ownership)	7%	USD $461.65/mo

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2022

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All prices shown in US dollars ($)

Rental Rate Blue Book®

March 31, 2022

Mack RD890SX (disc. 2002)
On-Highway Truck Tractors

Size Class:
60,001 GVW & Over
Weight:
22650 lbs

Configuration for RD890SX (disc. 2002)

Horsepower	**300.0**	Power Mode	**Diesel**

Blue Book Rates

Non-current (i.e. archived) rates: Jan 1, 2022 - Mar 31, 2022

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,950.00	USD $1,105.00	USD $275.00	USD $41.00	USD $44.27	USD $66.71
Adjustments						
Region (Connecticut: 107.3%)	USD $288.35	USD $80.67	USD $20.08	USD $2.99		
Model Year (2002: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,238.35**	**USD $1,185.67**	**USD $295.08**	**USD $43.99**	**USD $44.27**	**USD $68.35**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $12.04
Idling Rate	USD $50.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD $2,014.50/mo
Overhaul (ownership)	33%	USD $1,303.50/mo
CFC (ownership)	3%	USD $118.50/mo
Indirect (ownership)	13%	USD $513.50/mo
Fuel (operating) @ USD 3.65	61%	USD $26.82/hr

Revised Date: 1st quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EMERY & WEBB INSURANCE

January 10, 2023

Attn: Dan McNamee
McNamee Construction Corp.
154 Rte 202, PO Box 182
Lincolndale, NY 10540

RE: Worker's Compensation Policy # 13145800
Effective April 1, 2022 to April 1, 2023
Carrier: State Insurance Fund Safety group

To Whom It May Concern:

The current rate for the Street and Road Construction class code 5506 for the limits that McNamee Construction Corp carries is $16.51 per $100 of payroll based on an experience modification Rate (EMR) of 1.00.

Please let us know if any other information is needed.

Sincerely,

Beth Metzler
Account Manager
bmetzler@emerywebb.com
(845)855-1112 Ext. 1301

THE STATE INSURANCE FUND

199 Church St, New York, NY, 10007-1100
(888) 875-5790

Document Type:	Group No:	Period Covered: *	R.B. File No:
INFORMATION PAGE	469	04/01/2022 TO 04/01/2023	000568976R

INSURED: Z 1314 580-0

MCNAMEE CONSTRUCTION CORP
154 ROUTE 202
PO BOX 182
LINCOLNDALE NY 10540

GROUP MANAGER: 469

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

Policy No:
Z 1314 580-0
Date:
02/11/2022
Document Number:
E10001563350

MP 2000

* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

TYPE OF BUSINESS: CORPORATION

INFORMATION PAGE RENEWAL POLICY

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

THIS POLICY IS NOW OPEN TO RENEW OR CREATE WORKERS' COMPENSATION CERTIFICATES OF INSURANCE FOR THE UPCOMING POLICY PERIOD. LOG IN TO YOUR NYSIF CUSTOMER ACCOUNT AT WWW.NYSIF.COM AND SELECT THE "CREATE/RENEW CERTIFICATES" OPTION UNDER THE ECERT MENU TO ACCESS THIS FEATURE.

ITEM#	CODE	CLASSIFICATION DESCRIPTION	ESTIMATED PAYROLL	X RATE PER $100	= SIF MANUAL RATE PREMIUM
		The payroll for your policy renewal is based on prior audited/reported payroll. If your payroll has decreased due to the COVID-19 crisis, please contact your policy representative so your payroll can be adjusted accordingly.			
1.	5506	STREET OR RD CONSTR PAVE&DRVRS-U	200,000	16.51	33,020.00
2.	9127	TERRITORY 2 DIFFERENTIAL 0.0%			
3.	5606	CONTRACT CONST OR EREC-EXEC SUPER-U	50,000	4.24	2,120.00
4.	9127	TERRITORY 2 DIFFERENTIAL 0.0%			
5.	8810	CLERICAL OFFICE EMPLOYEES NOC-U	550,000	0.15	825.00
6.	8742	SALESPERSONS,COLLECTORS OR MESSENGE	100	0.34	0.34

7.	MANUAL PREMIUM	35,965.34
8.	EXPERIENCE RATING CHARGE 17% OF (ITEM 7)	6,114.11
9.	TOTAL MODIFIED PREMIUM	42,079.45
10.	NYSIF DISCOUNT 30% OF (ITEM 9)	12,623.84CR
11.	EXPENSE CONSTANT	250.00
12.	TERRORISM PREMIUM.	304.04
13.	NATURAL DISASTER AND CATASTROPHE PREMIUM	48.01
14.	TOTAL ESTIMATED ANNUAL PREMIUM	30,057.66
15.	ASSESSMENT CHARGE 10.2% OF (ITEM 14 LESS ITEM 11)	3,040.38
16.	TOTAL ESTIMATED POLICY COST.	33,098.04

Wesco Insurance Company
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Policy Number:
WPP1S16772 05
Named Insured:
McNamee Construction Corp.

COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS
EXTENSION OF DECLARATIONS

PREMIUM

Location	Classification	Code No.	Exposure	Basis	Rate Premises Ops	Rate Prod/Comp Ops.	Advanced Premium Premises Ops.	Advanced Premium Prod/Comp Ops.
		99946					$6.00	
	Medical Expense - Water Mains or Connections Construction							
1		91689	4,600,000	c	6.280	1.820		
	Contractors-subcontracted work-in connection with street or highway construction, or repair, not elevated							
		91689						
	Medical Expense - Contractors-subcontracted work-in connection with street or highway construction, or repair, not elevated							
1		94007	100,000	p	110.598	6.319		
	Excavation							
		94007						
	Medical Expense - Excavation							
1		91268	700,000	p	175.706	3.030		
	Bridge or Elevated Highway Construction - concrete							
		91266						
	Medical Expense - Bridge or Elevated Highway Construction - concrete							
1		99315	600,000	p	103.631	3.641		
	Street or Road Construction or Reconstruction							
		99315						
	Medical Expense - Street or Road Construction or Reconstruction							

2022 GL Insurance

Code# 91266 175.706
3.030
178.736 = 17.87%

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

Ironworker **09/01/2022**

JOB DESCRIPTION Ironworker **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES
Per hour:

	07/01/2022	07/01/2023 Additional
Structural	$ 51.38	$ 2.34*
Reinforcing*	51.38	2.34*
Ornamental	51.38	2.34*
Chain Link Fence	51.38	2.34*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	$ 51.38
2nd Shift	65.79
3rd Shift	70.59

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 42.71

OVERTIME PAY
See (B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES
Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	$ 25.69	$ 30.83	$ 35.97	$ 41.10
2nd Shift	35.34	41.44	47.53	53.61
3rd Shift	38.56	44.97	51.38	57.77

Supplemental Benefits per hour:

1st year	$ 36.71
2nd year	37.91
3rd year	39.11
4th year	40.31

11-417

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway **09/01/2022**

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Delaware, Orange, Rockland, Sullivan, Ulster

WAGES
CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.
CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.
CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.
CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.
CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer);Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"**; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezecrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzel, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2022
Class A5	$ 63.72 plus 3.00*
Class A4	62.72 plus 3.00*
Class A3	61.72 plus 3.00*
Class A2	59.22 plus 3.00*
Class A1	58.22 plus 3.00*
Class A	57.22 plus 3.00*
Class B	55.63 plus 3.00*
Class C	53.72 plus 3.00*
Class D	52.09 plus 3.00*
Class E	50.38 plus 3.00*
Safety Engineer	57.96 plus 3.00*
Helicopter:	
Pilot/Engineer	59.04 plus 3.00*
Co Pilot	57.22 plus 3.00*
Communications Engineer	57.22 plus 3.00*
Surveying:	
Chief of Party	57.22 plus 3.00*
Transit/Instrument Man	50.38 plus 3.00*
Rod/Chainman	47.80 plus 3.00*

Additional $0.75 for Survey work Tunnel under compressed air.
Additional $0.50 for Hydrographic work.

*The $3.00 is added to the Class Base Wage for all hours worked. Additionally, the $3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

**Outside Material Hoist (Class B) receives additional $ 1.00 per hour on 110 feet up to 199 feet total height, $ 2.00 per hour on 200 feet and over total height.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 33.50

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY
See (B, E, Q, *V, X) on OVERTIME PAGE
*15% premium is also required on shift work benefits

HOLIDAY
Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES
(1) year terms at the following percentage of journeyman's wage:

1st year	60% of Class base wage plus $3.00*
2nd year	70% of Class base wage plus $3.00*
3rd year	80% of Class base wage plus $3.00*
4th year	90% of Class base wage plus $3.00*

*The $3.00 is added to the Class Base Wage for all hours worked. Additionally, the $3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices	$ 33.50

11-825

Operating Engineer - Marine Dredging — 09/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	$ 42.66	$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 23.70	$ 26.34	$ 28.72	$ 31.35	$ 33.99	$ 36.62	$ 39.25	$ 41.89	$ 44.52	$ 47.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.37	$ 8.37	$ 19.76	$ 19.76	$ 20.01	$ 20.01	$ 20.01	$ 20.01	$ 20.01	$ 20.01

1-669.2

Teamster - Building / Heavy&Highway **09/01/2022**

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES
GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2022	05/01/2023
GROUP 1	$ 34.28	$ 34.58
GROUP 1A	35.42	35.72
GROUP 2	33.72	34.02
GROUP 3	33.50	33.80
GROUP 4	33.39	33.69
GROUP 5	33.27	33.57
GROUP 6	33.27	33.57

NOTE ADDITIONAL PREMIUMS:
- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:		
First 40 hours	$ 42.16	$ 44.59
Over 40 hours	34.76	36.99

OVERTIME PAY
See (*B, E, **E2, ***P, X) on OVERTIME PAGE
*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.
**Makeup day limited to the employees who were working on the site that week.
***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY



LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL No. 17

L. TODD DIORIO, BUS. MGR.
(845) 565-2737
FAX (845) 565-3099

451A LITTLE BRITAIN ROAD
NEWBURGH, NEW YORK 12550

HEAVY & HIGHWAY - ZONE A

All Orange County, Ulster County, Sullivan County, parts of Delaware County (Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith and Davenport), parts of Greene County (Township of Catskill), *Dutchess County and parts of *Columbia County (Townships of Greenport, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson).

*Included for asbestos, lead, toxic and hazardous waste abatement and any other environmental related work.

	6-1-21	6-1-22	6-1-23	6-1-24
Flagperson Rate Class 1	$37.40	$39.05	$40.80	$41.45*
Laborer Rate Class 2	41.80	43.30	44.80	45.15*
Premium Rate Class 3	46.15	47.75	49.40	49.85*
Foreman Rate Class 4	51.15	52.90	54.70	54.90*
Health Benefit Fund	8.75	8.75	8.75	8.75*
Pension Fund	12.30	12.30	12.30	12.30*
A.F.F.	2.40	2.50	2.60	2.60*
Training/Education Fund	1.50	1.50	1.50	1.50*
L.E.C.E.T. Fund	1.35	1.75	1.90	1.90*
Annuity Fund	4.00	4.25	4.75	4.75*
S.U.F.	.30	.30	.30	.30*
I.A.F.	.35	.35	.35	.35
TOTAL BENEFITS	($30.95)	($31.70)	($32.45)	($32.45)*
Working Dues	-2.00	-2.00	-2.00	-2.00
District Council	-.20	-.20	-.20	-.20
L.P.L./P.A.C.	-.20	-.20	-.20	-.20
NYS L.O.F.	-.30	-.30	-.30	-.30
P.S.L	-.80	-.80	-.90	-.90

Total $35.20

*$2.00 additional to be added to wages or benefits as determined by the Union.

NOTE:
L.E.C.E.T. – Laborers' Employers Cooperation & Education Trust.
S.U.F. – Supplemental Unemployment Fund
L.P.L./P.A.C. – Laborers' Political League/Political Action Committee
NYS L.O.F. – New York State Laborers' Organizing Fund
I.A.F. - Industry Advancement Fund
A.F.F. – Administrative Flex Fund
P.S.L. - Paid Sick Leave

The proper taxes must be withheld from gross wages before Working Dues, District Council Dues L.P.L./P.A.C., NYS L.O.F. and P.S.L. before deductions are made from net pay.

5/6/2021

RESOLUTION NO.: 88 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 6 WITH MCNAMEE CONSTRUCTION CORPORATION FOR A TIME EXTENSION TO THE CONSTRUCTION CONTRACT IN THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE) REHABILITATION PROJECT (PIN# 8761.57/BIN# 2022260)

WHEREAS, by Resolution No. 162-2021 of July 12, 2021, the City Council of the City of Newburgh awarded a bid for the construction of the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260) to McNamee Construction Corporation in an amount not to exceed $1,678,560.00; and

WHEREAS, a significant water ponding issue in the northbound right lane requires additional time for design and implementation, and requires a change order for an extension of time to September 30, 2023 to the complete the contract; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 6 with McNamee Construction Corporation for contract completion extension September 30, 2023 in the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (PIN# 8761.57/BIN# 2022260).

HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description	Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.
Prime Contractor	McNamee Construction Corp 154 Route 202, PO Box 182 Lincolndale, NY 10540
Change Order	6
Status	Pending
Date Created	03/14/2023
Type	Time Extension
Summary	Extend completion date to 30 Sep 2023
Change Order Description	Contract work has been completed, but there is a significant water ponding issue in the northbound right lane that needs to be addressed. No work has been done while waiting for the project designer to develop a solution to install additional drainage. This time extension will allow time for the contractor to get a drainage structure shop drawing approved, obtain materials and install the additional drainage. It will also allow time to complete punchlist work and to final out the contract.
Awarded Project Amount	$1,678,560.00
Authorized Project Amount	$1,678,560.00
Change Order Amount	$0.00
Revised Project Amount	$1,678,560.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/01/2022	03/31/2023	183.0 Days	09/30/2023
Contract Completion Date				
Reason: To procure materials and install additional drainage.				
1 time limit				

Attachments

Document	Name	Description	Submission Date
CONR250_-_TE_to_30Sep2023.pdf	CONR250 - TE to 30Sep2023.pdf	CONR 250 TE to 30Sep2023	04/19/2023 06:36 PM EDT
McNamee_Letter_Requesting_TE.pdf	McNamee Letter Requesting TE.pdf	McNamee letter requesting TE to 30Sep2023	04/19/2023 06:36 PM EDT
2 attachments			

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.57 **LD040218** **City of Newburgh Purchase Order No.: 29815**

Contractor Name: **McNamee Construction Corporation**

Change Order No. 06

I, Peter Teliska, PE, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. 06 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Pete Teliska, P.E.
Peter Teliska (Apr 28, 2023 17:51 EDT)

Apr 28, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer **Date**

Todd Venning **Date**

City Manager/CEO

City of Newburgh, Sponsor

McNAMEE CONSTRUCTION CORP.

April 3, 2023

Peter Teliska
HVEA
560 Route 52
Suite 201
Beacon, NY 12508

RE: 8761.57; Route 32 Lake Street Bridge Rehab – Time Extension Request

Dear Mr. Teliska,

McNamee Construction Corp is requesting a Time Extension to September 30, 2023 for this project.

At this time, there is extra work that has not been completed, which was not in the original contract. This extension will allow for the extra work to install the drainage and to complete any punchlist work in addition to allow sufficient time for contract close out.

Please see attached CONR250.

Thank you,

Dan MacNamee
McNamee Construction Corp.

154 Route 202 ~ PO Box 182 ~ Lincolndale, NY 10540 ~ Phone (914)243-5910 ~ Fax (914)243-5912

CONR 250
(04/14)

APPLICATION FOR EXTENSION OF COMPLETION DATE

Contract No.: LD040218 Contract Description: Route 32 Tap: Lake Street Bridge Rehab

Contractor Name: McNamee Construction Corp.

The contract identified above provides for completion of the work by the contract completion date. In accordance with the provisions of Article 4 of said contract, the undersigned Contractor hereby makes application for an extension of the date of completion of said contract to 9/30/2023.

Pursuant to Article 4 of said contract - "No extension beyond the date of completion fixed by the terms of this contract shall be effective until approved in writing by the State. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the State, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, ..."

In consideration for granting an extension of the contract completion date as requested herein, the undersigned Contractor hereby acknowledges and agrees to the following terms and conditions:

1. As set forth in the Standard Specifications; for each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Engineering Charges include all appropriate engineering and inspection expenses incurred by the State, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Contractor to be responsible.

2. Approval of this Application for Extension of Completion Date, without a charge for engineering and inspection service, shall not obligate the State, in any manner whatsoever, to liability in any claim for damages for delay which may be made against the State in connection with the aforesaid contract, and such approval is granted solely for the purpose of completing the work and expediting contract payments.

It is understood that, if this extension of completion date is approved, the Commissioner of Transportation does not waive or release any claim the Department may have against the Contractor whether it be for actual or liquidated damages for any reason whatsoever.

Work Remaining:
extra work to install drainage and complete any punchlist work and to allow sufficient time for contract close out.

Reason for Request:
extra work throughout the project added time as directed by owner/engineer

By: _____ 3/29/2023
Signature Date

President
Title

Print Form

MCNACON-01 BMETZLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2022

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

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

PRODUCER
Emery & Webb, Inc. - Pawling Office
33 East Main Street
Suite 2
Pawling, NY 12564

CONTACT NAME:
PHONE (A/C, No, Ext): (845) 855-1112 FAX (A/C, No): (845) 855-1115
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B : Travelers Indemnity Company of America	25666
INSURER C : Navigators Insurance Group	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McNamee Construction Corp.
154 Rte 202,
PO Box 182
Lincolndale, NY 10540

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		WPP1516772-06	12/31/2022	12/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		WPP1628314-04	12/31/2022	12/31/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X		WUM1891814-02	12/31/2022	12/31/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Commercial Articles			6606084C201TIL23	12/31/2022	12/31/2023	Rented/Leased	515,000
C	Pollution Liability			NY22ECPZ0C8VMIV	9/29/2022	9/29/2023	each condition/agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
when required by written contract or agreement, the City of Newburgh its boards, officers and employees, People of the State of New York, New York Commissioner of Transportation, and M.G. McLaren Engineering and Land Surveying, P.C., are included as additional insureds on a primary and non contributory basis per attached form#'s CG2037 01 3, CG2038 04 13, CG2001 04 13, CA990187NY 10 13. Umbrella follows forms.

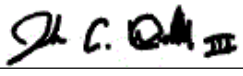
CERTIFICATE HOLDER

City of Newburgh
83 Broadway
Newburgh, NY 12550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 133392991

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
MCNAMEE CONSTRUCTION CORP 154 ROUTE 202 PO BOX 182 LINCOLNDALE NY 10540	CITY OF NEWBURGH 83 BROADWAY NEWBURGH NY 12550

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z 1314 580-0	962499	04/01/2023 TO 04/01/2024	03/13/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1314 580-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 835382380

00000000000113254272

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Na□e □ □ddress of Insured □use street address onl□□
MCNAMEE CONSTRUCTION CORP
PO Box 182
154 ROUTE 202
LINCOLNDALE, NY 10540

□ ork Lo□ation of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business □ele□hone Nu□ber of Insured
914-243-5910

1□. □ederal □□ □lo□er Identifi□ation Nu□ber of Insured or So□ial Se□urit□Nu□ber
133392991

2. Na□e and □ddress of □ntit□Re□uesting Proof of Co□erage □□ntit□Being Listed as the Certifi□ate □older□
City of Newburgh
83 Broadway
Newburgh, NY 12550

3a. Na□e of Insuran□e Carrier
ShelterPoint Life Insurance Company

3b. Poli□□ Nu□ber of □ntit□Listed in Bo□□1a□
DBL396796

3□. Poli□□ effe□ti□e □eriod
12/15/2022 to 12/14/2023

4. Poli□□ □ro□ides the follo□ing benefits:
- [x] □. Both disabilit□and □aid fa□il□lea□e benefits.
- [ ] B. Disabilit□benefits onl□.
- [ ] C. Paid fa□il□lea□e benefits onl□.

5. Poli□□ o□ers:
- [x] □. □ll of the e□ □lo□er's e□ □lo□ees eligible under the N□S Disabilit□and Paid □a□il□Lea□e Benefits La□.
- [ ] B. Onl□the follo□ing □lass or □lasses of e□ □lo□er's e□ □lo□ees:

□nder □enalt□of □er□ur□□I □ertif□that I a□ an authori□ed re□resentati□e or li□ensed agent of the insuran□e □arrier referen□ed abo□e and that the na□ed insured has N□S Disabilit□and/or Paid □a□il□Lea□e Benefits insuran□e □o□erage as des□ribed abo□e.

Date Signed 1/4/2023 B□ _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

□ele□hone Nu□ber 516-829-8100 Na□e and □itle Richard White, Chief Executive Officer

I□POR□□N□: If Bo□es 4□ and 5□ are □he□ked□and this for□ is signed b□the insuran□e □arrier's authori□ed re□resentati□e or N□S Li□ensed Insuran□e □gent of that □arrier□this □ertifi□ate is CO□PL□□□. □ail it dire□tl□to the □ertifi□ate holder.

If Bo□4B□4C or 5B is □he□ked□this □ertifi□ate is NO□ CO□PL□□□ for □ur□oses of Se□tion 220□Subd. 8 of the N□S Disabilit□and Paid □a□il□Lea□e Benefits La□. It □ust be emailed to PAU@wcb.ny.gov or it can be □ailed for □o□ □letion to the □ orkers□Co□ □ensation Board□Plans □□□e□tan□e □nit□PO Bo□5200□Bingha□ton□N□ 13□02□5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

□□□ording to infor□ation □aintained b□the N□S □ orkers□Co□ □ensation Board□the abo□e□na□ed e□ □lo□er has □o□ □lied □ith the N□S Disabilit□and Paid □a□il□Lea□e Benefits Law(Article 9 of the Workers' Compensation Law) □ith res□e□t to all of their e□ □lo□ees.

Date Signed _____ B□ _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

□ele□hone Nu□ber _____ Na□e and □itle _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

RESOLUTION NO.: 89 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR ASBESTOS ABATEMENT MANAGEMENT SERVICES AT THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $16,824.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City Manager declared a State of Emergency in order to facilitate the clean-up and repair of the affected areas of the WWTP; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for limited asbestos bulk sampling, variance preparation and submission, bidding and asbestos abatement monitoring and monitoring services for the emergency repair work at the WWTP; and

WHEREAS, the cost for these services will not exceed $16,824.00 and funding shall be derived from G.8130.0200; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management services at a cost not to exceed $16,824.00 for emergency repair work at the City of Newburgh Wastewater Treatment Plant.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 5, 2023

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

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

Re.: 2 Renwick Street, Newburgh, NY 12550 – WWTP Administration Building
Request for Proposal – Limited Asbestos Bulk Sampling Survey, Variance Develop/Submission, Bidding and Asbestos Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** is pleased to submit the attached proposal to: 1) Perform a Limited Asbestos Bulk Sampling Survey; 2) Prepare and submit an Emergency Site-Specific Variance to NYSDOL ESU; 3) Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 4) provide Asbestos Abatement Monitoring & Management Services during abatement activities.

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

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

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

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

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

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

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

Sincerely,

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

LIMITED ASBESTOS BULK SAMPLING SURVEY, VARIANCE DEVELOPMENT/SUBMISSION, BIDDING AND ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WASTE WATER TREATMENT PLANT
ADMINISTRATION BUILDING
2 Renwick Street
Newburgh, NY 12550

QuES&T agrees to provide the following services:

1.) Limited Asbestos Bulk Sampling Survey

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Bulk Sampling Survey within the Administration Building responding to a flooding event, located at 2 Renwick Street, Newburgh, NY 12550.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and, as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM 198.1, 198.8 & QTEM/PLM).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Asbestos Report with Contamination Assessment, identifying estimated quantities, locations, types and conditions of Asbestos-containing Materials (ACM) within the Administration Building.

2.) Development and Submission of NYSDOL Emergency Site-Specific Variance

- Meet onsite to identify areas impacted by abatement activities within the Waste Water Treatment Plant Administration Building.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

Services Cont'd…

3.) Bidding Process

- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

4.) Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site-Specific Variances utilized in the conduct of this project.

LIMITED ASBESTOS BULK SAMPLING SURVEY, VARIANCE DEVELOPMENT/SUBMISSION, BIDDING AND ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WASTE WATER TREATMENT PLANT
ADMINISTRATION BUILDING
2 Renwick Street
Newburgh, NY 12550

COST ESTIMATE

- ***1) Limited Asbestos Bulk Sampling Survey***

Project Management Labor (1 PM, 4 Hours @ $90/hour)	$ 360.00
Inspector Labor (2 Inspectors, 1 Shift @ $560/shift per inspector)	$ 1,120.00
RUSH TAT PLM Bulk Sample Analysis 18 @ $45/Layer	$ 810.00*
RUSH TAT PLMNOB Bulk Sample Analysis 20 @ $110/Layer	$ 2,200.00*
RUSH TAT QTEM Bulk Sample Analysis 8 @ $60/Layer	$ 480.00*
Final Asbestos Report w/Contamination Assessment	$ 400.00
Travel & Misc. Materials	$ 50.00
Total:	***$ 5,420.00***

- ***2) Development and Submission of NYSDOL Emergency Site-Specific Variance***

NYSDOL Variance Prep	$ 1,650.00
NYSDOL Variance Filing Fee	$ 350.00
Lump Sum Total:	***$ 2,000.00***

- ***3) Bidding Process***

Conduct Onsite Walkthrough w/Prospective Bidders ***Lump Sum Total: $ 400.00***

- ***4) Asbestos Abatement Monitoring & Management Services***

Project Management Labor (1 PM, 6 Hours @ $90/hour)	$ 540.00
Project Monitor "Weekday" Labor (1 Tech, 12 Shifts @ $460/shift)	$ 5,520.00
24-hr. TAT "Prep & Handling" PCM Air Sample Analysis (120 @ $17/each)	$ 2,040.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (24 @ $21/each)	$ 504.00
Travel and Misc. Materials	$ 400.00
Total:	***$ 9,004.00***

Estimated Project Total: $ 16,824.00

****NOTE :***

1. Estimated number of samples to be collected. Client will be charged for actual samples analyzed & services rendered.

ACCEPTANCE OF PROPOSAL #P23-8414

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

City of Newburgh – Authorized Representative:

By _____ _____ _____
Signature Print Name & Title Date

RESOLUTION NO.: 90 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH BEAM ENTERPRISES, INC. FOR ASBESTOS ABATEMENT AT THE WASTEWATER TREATMENT PLANT AT A COST OF $82,099.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City Manager declared a State of Emergency in order to facilitate the clean-up and repair of the affected areas of the WWTP; and

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos abatement at the WWTP and Beam Enterprises, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the asbestos removal and disposal will be $82,099.00, and funding shall be derived from G.8130.0200; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Beam Enterprises, Inc. for emergency asbestos abatement work for the City of Newburgh Wastewater Treatment Plant at a total cost of $82,099.00.

beam
ENTERPRISES, INC.

Main Office:
3 Contorino Way, Building 2
Chester, NY 10918
p. 914.617.7699
f. 917.720.9969

May 1, 2023

Jason C. Morris, PE
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7448
Fax: (845) 569-7349
jmorris@cityofnewburgh-ny.gov

Ref: City of Newburgh Waste Water Treatment Plant, Administration Building, 2 Renwick Street, Newburgh, NY 12550

Beam Enterprises, Inc. is pleased to submit the following firm proposal asbestos abatement at the above referenced address. We propose to perform the removal and disposal of the following asbestos containing materials as identified in the specifications and site visit as follows:

SCOPE

Removal of the following:

1. **Office Furniture, storage shelves, Non-asbestos Items left behind by the city and cabinetry – All C&D waste to be placed in existing container on site.**
2. **All asbestos containing flooring, floor mastic in room 1-09, sheetrock/joint compound, non-bearing studs, counter tops, pipe insulation, base cove and mastic, hood system and black bags stored outside. Tile/vinyl/linoleum to be removed using a floor scraping machine.**
3. **Non-asbestos mastic to be removed using grinding or bead blast method.**
4. **Alternate Price for the removal of the ducts and fan units in the fan room (phase 2)**
5. **Alternate Price to mobilize and 2nd time for the fan room (phase 2)**

PRICE BREAKDOWN:

Base Bid -	**$71,862.00**
Alt. Remove Ducts in fan room -	**$ 2,253.00**
Alt. Mob & abate fan room -	**$ 7,984.00 (this work to be performed within a week of Completing phase 1 to save on waste disposal)**

If BEAM can remove the ducts prior to or at the start of phase 1 then the added cost for the fan room would be $3,379.00 (all work performed during phase 1 work)

All work performed using local union labor local 17 (matches or exceeds the prevailing wage rate)

General Clarifications

1. All labor, materials, equipment and sub-contractors to complete the work in a safe and clean manner

2. **Waste Hauling and legal disposal of all asbestos containing waste generated by BEAM**. Waste manifests for the disposal of the hazardous regulated materials will be provided in the closeout documents.

3. Insurance limits of 1MM/2MM with a 5MM umbrella included. State of New York Workmen's Compensation Insurance with statutory limits.

4. All work to be performed following NYSDOL and USEPA asbestos regulations. Notifications to the regulatory authorities will be executed including all associated fees to be paid by Beam Enterprises, Inc.

5. Unimpeded ingress and egress shall be accomplished by the owner/others. Areas must be cleared to provide non-restricted access to all removal zones.

6. Access to electrical power and water shall be provided by the owner/others. BEAM will provide 100-amp single phase electric panel/panels. Connections for the electric will be made by Owner's/GC's. Standby electric is not included. Water connection should be from a standard spigot or hose connection.

7. Third party air monitoring to be performed by the owner, if required

8. Additional material quantities in excess of the amounts identified in this proposal are not included. Scope of work is limited to description identified in this proposal.

9. Proposal is based upon mutually agreeable contract, defined scope (agreed to) and payment terms. Costs for collection of outstanding balances including reasonable legal fees or other associated costs and interest ("Collection Costs") are reimbursable Beam.

10. Pricing does not include sales tax. If applicable, a completed Certificate of Capital Improvement or NYS tax exemption form signed by the property's owner or tenant must be submitted with payment or sales tax will be charged.

SITE SPECIFIC CLARIFICATIONS

1. Price is based on reasonable access & storage for equipment and material.
2. Work to be performed during normal day work hours, Monday through Friday.
3. All mark outs, disconnects, temp heating, shoring, patching, new build or repairs to be performed by others at no cost to BEAM.
4. Window protection installed and maintained by others at no cost to BEAM
5. Weather protection provide by others at no cost to BEAM
6. Re-Insulation of Pipes by Others at no cost to BEAM
7. Allowances are not included

Sincerely,

Beam Enterprises, Inc.

Jeffrey Mekeel
Jeffrey Mekeel

RESOLUTION NO.: _____91_____ - 2023

OF

MAY 22, 2023

RESOLUTION AMENDING RESOLUTION NO: 286-2022, THE 2023 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $75,000.00 FROM APPROPRIATED FUND BALANCE TO DPW – PARKS FOR FRANK MASTERSON RECREATION AREA IMPROVEMENTS

WHEREAS, an amendment to the 2023 Budget is necessary to fund expenses related to the improvements and maintenance of Frank Masterson Recreation Area; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
A.0000.0599.1000.0000	Appropriated Fund Balance	$75,000.00	
A.7110.0200	DPW – Parks		$75,000.00
TOTAL:		$75,000.00	$75,000.00

RESOLUTION NO.: __92__-2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO PATRICK COUSINS TO THE PREMISES KNOWN AS 68 GROVE STREET (SECTION 26, BLOCK 7, LOT 21)

WHEREAS, on January 14, 2020, the City of Newburgh conveyed property located at 68 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 7, Lot 21, to Patrick Cousins; and

WHEREAS, Mr. Cousins has requested a release of the restrictive covenants contained in said deed; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 68 Grove Street, Section 26, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated January 14, 2020, from THE CITY OF NEWBURGH to PATRICK COUSINS, recorded in the Orange County Clerk's Office on January 28, 2020, in Liber 14694, Page 361 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: May _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of May in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: F.J. Spinelli, Fire Chief and Interim Building Inspector

DATE: April 14, 2023

SUBJECT: 68 Grove Street, Release of Restrictive Covenants Inspection

---

I conducted an inspection of 68 Grove Street on April 14, 2023. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property contains occupied, residential rental units, and is registered in accordance with City Code Chapter 240.

There is a valid Certificate of Occupancy in the property file dated April 14, 2023, for a single-family dwelling (R3) with a finished basement.

Thank you,

F.J. Spinelli
Fire Chief and Interim Building Inspector


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RESOLUTION NO.: _____93_____ - 2023

OF

MAY 22, 2023

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND SCHEDULING A PUBLIC HEARING FOR JUNE 12, 2023 TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2024

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2024 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 13, 2023 and closing on July 13, 2023 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2024 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2024; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 12th day of June, 2023 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

RESOLUTION NO.: 94 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF $50,000.00 WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH FOR A HOMEOWNER REPAIR PROGRAM FOR LOW/MODERATE INCOME HOMEOWNERS IN THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 197-2021 of August 8, 2021, the City Council of the City of Newburgh approved a sub-recipient grant agreement with Habitat for Humanity of Greater Newburgh in the amount of $50,000.00 for a homeowner roof repair program for low/moderate income homeowners in the City of Newburgh; and

WHEREAS, homeowner assistance programs are activities included in the CDBG FY2022 and FY2023 annual action plans; and

WHEREAS, Habitat for Humanity of Greater Newburgh proposes to continue administering a program to facilitate home repairs, including roof repairs, porch repair materials, other emergency home repair materials, lead/asbestos testing, for low/moderate-income homeowners in the City of Newburgh; and

WHEREAS, funding for the cost of the program in the amount of $50,000.00 will be derived from CD1.8686.0400.8062.2022 and CD1.8686.0400.8062.2023; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with Habitat for Humanity of Greater Newburgh to provide funding for said program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a sub-recipient grant agreement with Habitat for Humanity of Greater Newburgh in the amount of $50,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a homeowner repair program for low/moderate income homeowners in the City of Newburgh.

RESOLUTION NO.: 95 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PAYMENT IN LIEU OF TAXES BY AND AMONG THE CITY OF NEWBURGH AND CORNERSTONE RESIDENCE L.P. AND SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC.

WHEREAS, the City of Newburgh (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals of low income; and

WHEREAS, Safe Harbors of the Hudson Housing Development Fund Corp. (the "HDFC"), a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law ("PHFL") and Section 402 of the NYS Not-for-Profit Corporation Law has constructed, owned and maintained certain improved real property located at 111 Broadway, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described as Section 36, Block 3, Lot 23.2 on the Official Tax Map of the City of Newburgh (the "Property"), consisting of approximately 128 residential units for adults with mental health diagnoses and physical disabilities, veterans, the formerly homeless, artists in need of affordable live-work space and low and very low income working adults and known as The Cornerstone Residence (the "Project"); and

WHEREAS, the HDFC's plan for the continued use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes; and

WHEREAS, the HDFC is seeking a new Agreement whereby it will make annual payments in lieu of taxes ("PILOT") to the City as set forth in the PILOT Agreement presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that the members of the City Council hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the City of Newburgh and the HDFC providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement, in substantially the same form with other documents as Corporation Counsel may require, on behalf of the City.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF NEWBURGH, CORNERSTONE RESIDENCE L.P. AND SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Agreement" or "Agreement"), dated as of _____, 20___, by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC.,** a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at 111 Broadway, Newburgh, New York 12550 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **CORNERSTONE RESIDENCE L.P.**, a New York limited partnership, having its principal office located at 111 Broadway, Newburgh, New York 12550 (the "Partnership").

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of 111 Broadway, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described as Section 36, Block 3, Lot 23.2 on the Official Tax Map of the City of Newburgh (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC is the general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership owns, maintains and operates a housing project for persons of low income on the Property (the "Project"); and

WHEREAS, the HDFC's and the Partnership's use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes and county taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by Resolution No. ____-2023 adopted_____, 2023, approved and authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City, and the School District ("School District") or other taxing jurisdiction (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of 15 years commencing on July 1, 2024. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemption from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amounts set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

The PILOT for the Property shall be in the amount of $26,431.95 per year for the first year of this PILOT and increase three percent (3%) annually.

The first payment pursuant to this Agreement shall be made on or before February 28, 2025. Subsequent payments shall be due on or before February 28th of the calendar year to which this PILOT applies. Payment shall be payable to the "City of Newburgh." Payments shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

The HDFC and the Partnership agree that the PILOT under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, nor will it seek to commence any actions to reduce the PILOT, and these factors have been considered in arriving at the payment amounts reflected in this Agreement.

The HDFC and the Partnership shall continue to pay all water, sewer, and sanitation charges in accordance with the assessments and rates established by the City.

4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of low-income, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount within fifteen (15) days of the date when due, HDFC and the Partnership shall be in default of this Agreement in the event of material failure to observe and perform any other covenant, condition of agreement on its part to be observed and performed hereunder, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HDFC or the Partnership contained in this Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

Whenever any event of default under this Agreement shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Partnership under this Agreement, and the Partnership shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Partnership and all other expenses, costs and disbursements so incurred.

No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.

7. This Agreement shall inure to the benefit of and shall be binding upon the City the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party. In the event that the Partnership and the HDFC seeks to assign this agreement, the Partnership and the HDFC must demonstrate to the City, at a minimum, that the assignee or its general partner is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

12. The Partnership and HDFC jointly and severally make the following representations, warranties and covenants:

(i) The HDFC is a "housing development fund company" organized under Article XI of the PHFL, and the Partnership is a limited partnership the general partner of which is HDFC, each of which is organized, validly existing and in good standing under the laws of the State of New York (the "State") and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Partnership enforceable in accordance with its terms.

(ii) Neither the Partnership nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Partnership or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Partnership or HDFC in any material respect under or violation of, (1) the entity's organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity's knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Partnership or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(iii) The Partnership has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

(iv) The Partnership covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL.

(v) The Partnership covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

13. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Partnership shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following

the date of this Agreement, provided that the Partnership shall timely file any requisite exemption forms.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

16. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 20___ CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 20___ SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC.

By: _____
Name:
Title:

DATED: _____, 20___ CORNERSTONE RESIDENCE L.P.

By: Safe Harbors of the Hudson Housing Development Fund Company, Inc., its general partner

By: _____
Name:
Title:

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

On the ____ day of _____, in the year 20___, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On the _____ day of _____, in the year 20___, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

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

On the _____ day of _____, in the year 20___, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

PILOT PAYMENT SCHEDULE

SAFE HARBORS OF THE HUDSON HOUSING DEV
CORNERSTONE RESIDENCE
111 BROADWAY
NEWBURGH, NY 12550

Year	Base	Increment Percentage	PILOT Due
2024	$24,914.66	3%	$25,662.10
2025	$25,662.10	3%	$26,431.96
2026	$26,431.96	3%	$27,224.92
2027	$27,224.92	3%	$28,041.67
2028	$28,041.67	3%	$28,882.92
2029	$28,882.92	3%	$29,749.41
2030	$29,749.41	3%	$30,641.89
2031	$30,641.89	3%	$31,561.15
2032	$31,561.15	3%	$32,507.98
2033	$32,507.98	3%	$33,483.22
2034	$33,483.22	3%	$34,487.72
2035	$34,487.72	3%	$35,522.35
2036	$35,522.35	3%	$36,588.02
2037	$36,588.02	3%	$37,685.66
2038	$37,685.66	3%	$38,816.23

CITY OF NEWBURGH
OFFICE OF THE CITY MANAGER

Jean-Ann McGrane, Esq., M.S.
City Manager

City Hall - 83 Broadway
Newburgh, New York 12550
Tel. (845) 569-7301
Fax (845) 569-7370
email: jmcgrane@mail.cityofnewburgh-ny.gov

Elizabeth Evans
Executive Assistant

Ann Kuzmik
Administrative Assistant

Dreena Babula
Bilingual Translator

MEMORANDUM

TO: Lorene Vitek, City Clerk

FROM: Elizabeth A. Evans, Executive Assistant

DATE: August 16, 2004

RE: Agreement between City of Newburgh and Safe Harbors of the Hudson Housing Development Fund Company, Inc.

Attached please find one original agreement between the City of Newburgh and Safe Harbors for filing in your office. Ms. Haggerty picked up her original at City Hall today.

ELIZABETH A. EVANS

/ee

Attachment

Cc: Dawn Gobeo, City Comptroller
Marie Gida, Director of Finance/Tax Collector
Geoffrey E. Chanin, Corporation Counsel
Steve Ruelke, Assessor

TAX ABATEMENT AGREEMENT

This Agreement is dated as of August 16, 2004 by and among the City of Newburgh, a municipal corporation of the State of New York, having an office at 83 Broadway, Newburgh, New York, 12550 (the "City"), and Safe Harbors of the Hudson Housing Development Fund Company, Inc., (the "HDFC"), a housing development fund company formed pursuant to Article 11 of the Private Housing Finance Law of the State of New York (the "PHFL") (which HDFC will hold record title to the Project, as hereinafter defined) for the benefit of Cornerstone Residence, L.P. , a New York limited partnership (the "Partnership"), having an office at 111 Broadway, Newburgh, New York 12550.

W I T N E S S E T H:

WHEREAS, the HDFC desires to participate in the rehabilitation and development of one hundred twenty-eight (128) residential rental units for qualifying low-income persons on certain real property and improvements thereon (the "Property") located at or near 107-117 Broadway, City of Newburgh, Orange County, New York, having Tax Map No. Section 36, Block 3, Lot 11.22 (the "Development" or the "Project") in order to provide improved, safe and affordable housing to residents in the City of Newburgh; and

WHEREAS, the HDFC is a not-for-profit housing development fund company organized pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL"); and

WHEREAS, the HDFC will be the record owner of the Development, and a limited partnership organized by the HDFC known as Cornerstone Residence, L.P. will be the beneficial owner thereof (the "Beneficial Owner"); and

WHEREAS, Section 577(1)(A) of the PHFL provides that the local legislative body of any municipality in which a project of a housing development fund company is or is to be located may exempt the real property in such project from local and municipal taxes; and

WHEREAS, the current amount of real estate taxes on the real property and improvements comprising the Development is approximately $4,900.00,

WHEREAS, the City has determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

WHEREAS, the HDFC shall hold legal title to the Project for the benefit of and a nominee of the Partnership; and

WHEREAS, as a means of assisting the modernization of the Project and its preservation as affordable housing, the HDFC has requested from the City and the City desires to grant certain tax abatements; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons and families of low-income; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the City Council of the City of Newburgh, New York, by resolution number 88-2004 adopted April 15, 2004, approved and authorized the execution of this Agreement;

NOW THEREFORE, it is hereby agreed by the parties as follows:

1. Definitions. As used in this Agreement, the words or phrases listed below shall have the meanings indicated:

(a) "Effective Date" shall mean the date the HDFC acquires record title to the Property.

(b) "Expiration Date" shall mean the date which is twenty (20) years from the Effective Date or such earlier date in accord with paragraph 3 hereof.

(c) "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City of Newburgh ("City"), the City of Newburgh School District ("School District") or any other special district including Ambulance, Sewer, Orange County Solid Waste and Library (collectively, the "Taxing Jurisdiction").

2. Payments in Lieu of Taxes.

(a) Except as otherwise set forth herein, the City hereby exempts from all Local and Municipal Taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the Property and the Project, including both land and improvements, subject to the further provisions herein. For the first tax year following the issuance of all necessary certificates of occupancy for the Development, the Partnership shall make annual payments in lieu of taxes

to the City in the amount of $15,526.00, inclusive of the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development (the "Base PILOT").

(b) For the second tax year, the Partnership shall make annual payments in lieu of taxes to the City in the amount of $15,526.00 plus three (3%) percent of the Base PILOT, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such was acquired for the Development as described above.

(c) For all subsequent years, the Partnership shall make annual payment in lieu of taxes to the City in the amount of the previous year's PILOT Payment plus three (3%) percent of the previous year's PILOT Payment, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development as described above.

3. Termination. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons and households of low income, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal (leasehold or fee) and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

4. Default. If any payment agreed to be made by HDFC and Partnership hereunder is not made within thirty (30) days of an applicable Payment Date, the City, by its Treasurer, may make written demand that the HDFC and Partnership pay the required sum or sums, including accrued penalties, and upon failure of HDFC or Partnership for ten (10) days after receipt by them of such written demand to pay their queried sum, then the obligation and liability of HDFC and Partnership shall be the same as upon a promissory note or obligation in default and the City may sue thereon and obtain judgment therefore, and for such purpose HDFC and Partnership hereby irrevocably appoints the Treasurer of the City its attorney-in-fact for the purpose, if the City so elects, of entering a judgment by confession pursuant to the laws of the State of New York for the amount so in default, which amount shall include such penalties or interest as ordinarily apply to the tax bills of the City. HDFC and Partnership hereby ratify any documents for the entry of a judgment by confession hereafter executed by virtue of the power of attorney hereby given. Notwithstanding the foregoing provisions contained in this paragraph, HDFC and Partnership shall have the right to appear in any action brought against it by the City seeking payment as aforesaid, to the extent that HDFC and

Partnership shall always have the right to raise as a defense any or all of the following defenses: the illegality of the tax or taxes imposed.

5. Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. Copies of all notices sent to the Partnership shall be sent to U.S.A. Institutional Tax Credit Fund XL L.P., 599 West Putnam Avenue, Greenwich, Connecticut 06830.

6. Binding on Successors. This Agreement shall inure to the benefit of and shall be binding upon the Taxing Jurisdiction, the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC.

7. Severability. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extend permitted by law.

8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

9. Representations and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, bylaw or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. The City represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of City.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described Property and supercedes all prior contracts, or agreements, whether oral or written, with respect thereto.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its City Manager and its seal is to be hereunto duly affixed and attested; the HDFC has caused this Agreement to be duly executed in its name by its Vice President; and the Partnership has caused this Agreement to be duly executed in its name and behalf by its general partner.

Attest: _____

CITY OF NEWBURGH

By: _____

Attest: _____

SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC.

By: _____
Name: Patricia Haggerty-Wenz
Title: Vice President

CORNERSTONE RESIDENCE L.P.
By: SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC., its general partner

By: _____
Name: Patricia Haggerty-Wenz
Title: Vice President

cannon/safe harbors/pilot agreement (8.6.04)

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

On the 16th day of AUGUST, 2004, before me the undersigned, a Notary Public in and for the State of New York, personally appeared JEAN ANN MCGRANE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Geoffrey E. Chanin
Notary Public

Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified In Orange County
My Commission Expires August 5, 2006

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

On the 12th day of AUGUST, 2004, before me the undersigned, a Notary Public in and for the State of New York, personally appeared PATRICIA HAGERTY-VONZ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

MICHELLE KELSON
Notary Public, State Of New York
Sullivan County Clerk's #2564
Commission Expires: March 20, 2006

Michelle Kelson
Notary Public

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

On the 13th day of August, 2004, before me the undersigned, a Notary Public in and for the State of New York, personally appeared PATRICIA HAGERTY-VONZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

MICHELLE KELSON
Notary Public, State Of New York
Sullivan County Clerk's #2564
Commission Expires: March 20, 2006

Michelle Kelson
Notary Public

RESOLUTION NO.: 88 - 2004

OF

APRIL 15, 2004

A RESOLUTION CONDITIONALLY AUTHORIZING THE CITY MANAGER TO ENTER INTO A P.I.L.O.T. AGREEMENT PROVIDING FOR A REAL PROPERTY TAX EXEMPTION FOR THE CORNERSTONE RESIDENCE HOUSING DEVELOPMENT PURSUANT TO SECTION 577(1)(A) OF THE NEW YORK STATE PRIVATE HOUSING FINANCE LAW

WHEREAS, Safe Harbors of the Hudson Housing Development Fund Company, Inc. (the "HDFC") desires to participate in the rehabilitation and development of one hundred twenty eight (128) residential rental units for persons of low-income on certain real property and improvements thereon located at or near 107-117 Broadway, City of Newburgh, Orange County, New York (the "Development") in order to provide the City of Newburgh with improved, safe, decent and affordable housing; and

WHEREAS, the HDFC is a not-for-profit housing development fund company organized pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL"); and

WHEREAS, it is anticipated that the HDFC will be the record owner of the Development, and a limited partnership organized by the HDFC to be known as Cornerstone Residence, L.P. will be the beneficial owner thereof (the "Beneficial Owner"); and

WHEREAS, Section 577(1)(A) of the PHFL provides that the local legislative body of any municipality in which a project of a housing development fund company is or is to be located may exempt the real property in such project from local and municipal taxes; and

WHEREAS, the current amount of real estate taxes on the real property and improvements comprising the Development is approximately $4,900.00,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that, subject to the terms and conditions referenced herein, the City hereby exempts the Development from all local and municipal taxes levied or assessed by or on behalf of the City, including, but not limited to City, County and School Taxes, other than assessments for local improvements, to the extent of all of the value of the property and improvements comprising the Development now or hereafter situated thereon. This exemption shall be effective commencing as of the date title to the Development is acquired by the HDFC, as nominee of the Partnership, and

Resolution

shall continue for a period of twenty (20) years thereafter so long as the Development remains in compliance with Article XI of the PHFL; and

BE IT FURTHER RESOLVED, that as a condition of the exemption granted above, the HDFC and the Beneficial Owner shall enter into an agreement with the City (the "PILOT Agreement") which shall require that during the term of the exemption the Beneficial Owner shall make an annual payment in lieu of taxes to the City (the "PILOT Payment") as follows:

(1) for the first tax year following the issuance of all necessary certificates of occupancy for the Development, in the amount of $15,526.00, which amount is subject to confirmation by the City Comptroller, inclusive of the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development (the "Base PILOT");

(2) for the second tax year, in the amount of $15,526.00 plus three (3%) percent of the Base PILOT, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such was acquired for the Development as described above; and

(3) for all subsequent years, in the amount of the previous year's PILOT Payment plus three (3%) percent of the previous year's PILOT Payment, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development as described above, and which PILOT Agreement shall otherwise contain terms and provisions consistent with this Resolution; and

BE IT FURTHER RESOLVED, that the City Manager of the City of Newburgh, on behalf of the City and upon the advice of Corporation Counsel, is hereby authorized to enter into the PILOT Agreement, which PILOT Agreement shall contain such terms and conditions consistent with this Resolution as the Manager of the City may deem necessary or appropriate; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth above to the contrary, neither this Resolution, the exemption granted herein, nor any PILOT Agreement executed by the City shall be considered or otherwise treated as a final action until all requirements of the State Environmental Quality Review Act and the implementing regulations (collectively "SEQRA") have been completed and complied with.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 4/12/04 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14 day of April 20 04

Lorene Vitek

City Clerk

RESOLUTION NO.: 96 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CORNERSTONE FAMILY HEALTHCARE TO ALLOW ACCESS TO CITY-OWNED PROPERTY KNOWN AS 151 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 21.1) FOR ACCESS AND EQUIPMENT STAGING RELATED TO CONSTRUCTION OPERATIONS AT PROPERTY LOCATED AT 100 BROADWAY (SECTION 30, BLOCK 5, LOT 24)

WHEREAS, Cornerstone Family Healthcare has requested access to a portion of City-owned property known as 151 Liberty Street, being more accurately described as Section 30, Block 5, Lot 21.1 on the official tax map of the City of Newburgh, for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway (Section 30, Block 5, Lot 24); and

WHEREAS, such access to the City-owned property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Cornerstone Family Healthcare to allow access to City-owned property located at 151 Liberty Street for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway.

LICENSE AND ACCESS, STAGING AND STORAGE AGREEMENT

This License and Access, Staging and Storage Agreement ("Agreement") is entered into this ____ day of _____, 2023 (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and Cornerstone Family Healthcare, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518, and where Licensor and Licensee are collectively referred to herein as the "Parties".

WHEREAS, the Licensee is the owner of property known as 100 Broadway, Newburgh, New York (Section 30, Block 5, Lot 24); and

WHEREAS, the Licensee, including its contractors or agents, proposes to perform construction operations under permit(s) duly authorized and issued by the City of Newburgh at 100 Broadway (hereafter "Property"); and

WHEREAS, for the purpose of conducting such construction operations, Licensee requests access across City-owned property known as 151 Liberty Street, Newburgh, New York (Section 30, Block 5, Lot 21.1) (hereafter "City Property"), as well as the ability to store and stage materials, and the City agrees to provide such access, staging and storage rights to the Licensee on the City Property, subject to the conditions provided below, to allow the Licensee to perform its construction operations at the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access, Staging and Storage. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, a portion of the City Property as more fully outlined in **Exhibit A**, for the purpose of accessing the rear of the Property, and for storing and staging equipment and materials related to Licensee's construction operations on a portion of the City Property (the "Right of Access, Staging and Storage"). Licensee's Right of Access, Staging and Storage applies to Licensee's employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access, Staging and Storage does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.

2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than 6 months from the Execution Date, unless modified by the Parties as set forth in Section 11 of this Agreement.

3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, (a) storing and staging equipment and

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materials related to Licensee's construction operations at the Property as listed in **Exhibit A** (the "Activities").

4. Conditions of Access.

4.1. Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to City-owned infrastructure, including but not limited to water, sewer, electrical, and communication utilities. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.

4.2. Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section 139-10 Time of Operations, unless otherwise authorized in advance by Licensor in writing.

4.3. Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure.

4.4. Release of Liability for Environmental Contamination. Licensee shall release the Licensor of any responsibility for environmental contamination that Licensee may cause during construction operations on City Property. Furthermore, Licensee agrees to comply with all current environmental regulations and agrees in general to follow all best management practices while operating on the City Property.

4.5. Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for any utility markouts on City Property, if applicable. Licensee further represents that it will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.

4.6. Construction Performance Bond. Licensee shall furnish Licensor with a performance bond, in an amount of $10,000.00, which shall guarantee complete compliance by Licensee with the terms and conditions of this Agreement and the faithful performance of all required obligations. Bonds may be in the form of surety bond, cash, cashier's check, or letter of credit. Surety bonds must be written by a surety company authorized to do business in the State of New York. Bonds will be retained for 120 days after Licensee's notice of the earlier of: (a) completion of Activities; or (b) the expiration of the Term as defined in Section 2. Letter(s) of credit are acceptable provided that it is payable "on demand" by the City.

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4.7. Approval of Plans. Not applicable.

4.8. Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project. Any soil disturbances and embankment slopes shall be restored and stabilized.

4.9. Special Considerations Specific to License.

4.9.1. Licensee shall not excavate or disturb the site cap on City Property.
4.9.2. Licensee shall only utilize the existing curb cut entrance at Liberty Street to access and exit City Property.
4.9.3. Contractor is specifically noticed that this License does not authorize access to the adjacent, privately-owned parcel known as 10 Chambers Street.
4.9.4. Contractor shall obtain dumpster permit(s) from Licensee pursuant to a separate dumpster permit application to the Department of Public Works.
4.9.5. Licensee shall pay to Licensor a non-refundable license fee in the amount of two thousand five hundred and 00/100 dollars ($2,500.00).

5. Insurance and Bond.

5.1. Licensee shall not permit any contactor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensor.

5.2. Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than $2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

5.4. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors and consultants shall provide and

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maintain insurances as required by this Section and include the City of Newburgh as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

5.5. Licensor shall require Licensee to furnish a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of this License, including but not limited to restoration efforts contemplated in Section 4.8. Licensor shall have the exclusive right to determine the type and amount of security.

6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the City Property.

7. Representations.

7.1. Licensor.

7.1.1. In consideration of the commitments and obligations made by the Parties in this Agreement, Licensor represents that it has received payment in the amount of one (1) dollar as of the Execution Date.

7.1.2. Licensor represents that it has the power and authority to grant the License and Right of Access, Staging and Storage described in this Agreement. Licensor further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors and consultants that may be contracted by the Licensor to perform any future maintenance or infrastructure work on the City Property, so as to avoid or minimize interference with the Project.

7.1.3. Licensor represents and ensures that Licensee will have access to cross over the City Property and stage and store equipment in designated equipment staging and storage areas on the City Property, which area is shown in Exhibit A, for the purposes set forth in this Agreement. In no case shall any equipment or material block access to any infrastructure (i.e. manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensor.

7.2. Licensee.

7.2.1. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has fully executed access agreements over all other lands as necessary to gain access to the City Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Assignment and Delegation. Licensee may delegate some, or all, of its duties under this Agreement to its contractor, Standback General Contractors, LLC, a domestic limited liability company, having an address of 1161 Little Britain Road, New Windsor, New York 12553. Notwithstanding the above, Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor.

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9. Sale, Lease, or Other Conveyance of City Property. Licensor agrees that if any portion of Licensor's right, title, or interest in any portion of the City Property is sold, leased, or conveyed, that Licensee's Right of Access, Staging and Storage and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licensor agrees that Licensee's Right of Access, Staging and Storage shall be binding upon all subsequent owners. If, for any reason, Licensor fails to include Licensee's Right of Access, Staging and Storage in a subsequent sale, lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.

10. Indemnity. Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as "claims") which may be incurred or awarded against the Licensor or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licensor or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licensor for its concurrence. Licensor agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensor or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.

11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.

12. Termination. Licensor may terminate this Agreement for cause at any time with 10 days' written notice to Licensee. If Licensor exercises its right to terminate, Licensor agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.

13. General Provisions.

    13.1. Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.

    13.2. Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

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13.3. Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

13.4. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

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

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

CORNERSTONE FAMILY HEALTHCARE
LICENSEE

By: _____
Name: David Jolly
Title: President and CEO

Approved as to form:

_____
MICHELLE KELSON, Corporation Counsel

_____
JANICE GASTON, City Comptroller

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Material / Equipment to be stored within fenced area

- 20 yard dumpster
- Lull
- Skid Steer
- Misc. construction lumber, steel, material, etc

Approx. 45'

Approx. 50'

Gate location

Staging / Storage area

30-5-21.1
N/F THE CITY OF NEWBURGH
DB 13556, PG 405
SUBDIVISION MAP No. 403-06

ASPHALT PAVED AREA

PROPOSED REAR EMERGENCY STAIR CASE

S76° 37' 42"E
25.0'

S76° 37' 35"E
24.00'

N76° 44' 00"W
21.37'

66.0'
33.0'
33.0'

IRON PIPE FOUND ON LINE

CHAIN LINK FENCE

WALL

BUILDING ALONG LINE

FOUNDATION PARTY WALL

WOOD FENCE

BUILDING ON LINE

30-5-24
AREA= 2,003 ±Sq.Ft.
OR 0.046 ±ACRES

S11° 14' 40"W
83.00'

N14° 00' 22"E
79.96'

N10° 45' 00"E
80.00'

3 STORY BRICK BUILDING
No. 100
"CORNERSTONE FAMILY HEALTHCARE"

30-5-22.2
N/F LOWER BROADWAY DEVELOPMENT LLC
DB 14268, PG 1900

30-5-29
N/F NEWBURGH SHG 47 LLC

30-5-28
N/F NEWBURGH SHG 52 LLC

30-5-27
N/F GIL GUARIEN J

30-5-26
N/F WHG OF NEW YORK
DB 4888, PG 22

30-5-25
N/F 102 BROADWAY LLC
DB 14952, PG 64

3 STORY BRICK BUILDING
No. 104

N13° 56' 15"E
80.00'

30-5-22.2
N/F LOWER BROADWAY DEVELOPMENT LLC
DB 14450, PG 1123

3 STORY BRICK BUILDING
No. 96

R.O.W. LINE

BUILDING ON LINE

N76° 44' 00"W
25.00'
F.F.=123.71

BUILDING ALONG LINE

WOOD FENCE

R.O.W. LINE

RECORD DESCRIPTION
POINT OF BEGINNING
DB 13878, PG 1794

CANOPY OVERHANG

PARKING METER (TYP.)

WOOD FENCE

CONCRETE SIDEWALK

PAVERS

CONCRETE CURB

28.00'

22.06'

50.06'

2.5'

3.4'

9.9'

6.6'

1.2'

65.0'

130.0'

CENTER LINE

38.7'

CONCRETE CURB

CONCRETE CURB

CENTER LINE

LIBERTY STREET
(66' WIDE PUBLIC R.O.W.)

BROADWAY
N/F WESTERN AVENUE, ROUTE 17K
(130' WIDE PUBLIC R.O.W.)

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.



VICINITY MAP
N.T.S.



811 Know what's below. 811 before you dig.

LEGEND

	EXISTING / PROPOSED		EXISTING / PROPOSED
WATER VALVE		WATER METER	
FIRE HYDRANT		FIRE SHUT OFF	
GAS VALVE		GAS METER	
UTILITY POLE		IRRIGATION CONT. VALVE	
CATCH BASIN		ELECTRIC METER	
SEEPAGE PIT		LIGHT POLE	
SANITARY MANHOLE		WALL-MOUNTED LIGHT	
ELECTRICAL MANHOLE		BOLLARD	
STORM MANHOLE		TREE	
MONITORING WELL		ROCK / BOULDER	
UNKNOWN MANHOLE		FLAGPOLE	
HEADWALL		MAILBOX	
SAN. CLEAN OUT		DUMPSTER	
HANDICAP SYMBOL		SIDEWALK	
SIGN		CURB LINE	
PROPERTY LINE (PQ)		WATER LINE	
PROPERTY LINE		GAS LINE	
SETBACK LINE		ELECTRIC LINE	
WETLANDS BOUNDARY		TELEPHONE LINE	
STREAM/BROOK		OVERHEAD WIRES	
TREE LINE		SANITARY SEWER	
CHAINLINK FENCE		STORM SEWER	
WOOD FENCE		GUIDE RAIL	

Date	10/05/22
Checked	JM
Drawn	JK

JAMES P. MAUER II, P.E.
Title PROFESSIONAL ENGINEER License No. 100056

Revisions:
1 9/30/22 REVISED PER ADDITIONAL DEED
2 03/27/2023 REVISED AS PER STRUCTURAL COMMENTS

LAN ASSOCIATES
Engineering, Planning, Architecture, Surveying LLP
252 Main Street, Goshen, New York 10924 | t. 845-615-0350 | f. 845-615-0351

PROPOSED SITE PLAN
SECTION 30 - BLOCK 5 - LOTS 23 & 24
ALSO KNOWN AS 100 BROADWAY
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

Job No. 4.1349.10
File No. 1349101

C.201

SHEET 1 OF 1

P:\DOCS\LAN\LUP\1300-1399\1349\101\Cad\Dwgs\134910c1.dwg, 3/27/2023 2:55:24 PM, DWG To PDF.pc3

RESOLUTION NO.: 97 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT WITH CORNERSTONE FAMILY HEALTHCARE RELATED TO CITY-OWNED PROPERTY KNOWN AS 151 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 21.1) FOR THE CONSTRUCTION, MAINTAINENCE, AND USE OF A REAR EMERGENCY STAIRCASE FOR PROPERTY LOCATED AT 100 BROADWAY (SECTION 30, BLOCK 5, LOT 24)

WHEREAS, the City of Newburgh is the owner of certain property located at 151 Liberty Street in the City of Newburgh, County of Orange, State of New York (Section 30, Block 5, Lot 21.1); and

WHEREAS, Cornerstone Family Healthcare is the owner of certain property located at 100 Broadway, in the City of Newburgh, County of Orange, State of New York (Section 30, Block 5, and Lot 24); and

WHEREAS, Cornerstone intends to reconstruct, repair and renovate the existing building located on the Cornerstone property at 100 Broadway to operate its healthcare facility and provide vital health care services to City residents; and

WHEREAS, Cornerstone has requested permanent easement rights to a small portion of 151 Liberty Street, for the purpose of constructing, maintaining, and using a rear emergency staircase in service of 100 Broadway, and in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code; and

WHEREAS, this Council has reviewed the annexed Easement Agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached Easement Agreement with Cornerstone Family Healthcare for the purpose of constructing, maintaining, and using a rear emergency staircase in service of property located at 100 Broadway.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the proposed easement area is not required for public use.

LAN ASSOCIATES | Engineering, Planning, Architecture, Surveying LLP

March 10, 2023

Standback General Contractors, LLC
1161 Little Britain Road
New Windsor, NY 12553

Attention: Mr. Dominic Coppola

E-mail: dcoppola@standbackgc.com

Subject: Renovations at Cornerstone Family Healthcare 100 Broadway
Newburgh, NY
LAN Ref #4.1349.10

Dear Mr. Coppola:

LAN Associates, Engineering, Planning, Architecture, Surveying, LLP (LAN) has determined the above referenced project requires two (2) means of egress at the second and third floors based on Table 1006.3.3 Stories with One Exit or Access to One Exit for Other Occupancies. The second story Group B occupancy exceeds the maximum occupancy of 29 occupants and a third story above grade plane or higher is not permitted to have one (1) exit. Therefore, LAN is providing two (2) means of egress at the second and third floors. The first floor Group B Occupancy is allowed to have one means of egress with a maximum occupant load of 49 which the first floor does not exceed.

Should you have any questions and/or comments, please do not hesitate to contact the undersigned.

Respectfully submitted,

LAN Associates Engineering, Planning,
Architecture, Surveying, LLP

Peter Manouvelos, AIA, LEED AP

PM:em/vm P:\100-LAN LLP\1300-1399\1349\1349.10\Admin\Letters\134909LCoppola031023.docx

cc: Mr. David Jolly (djolly@cornerstonefh.org)
Mr. James Amend (jim@standbackgc.com)
File #4.1349.10

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, by and among the CITY OF NEWBURGH, a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 ("Grantor") and CORNERSTONE FAMILY HEALTHCARE, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is a fee simple owner of certain property located at 151 Liberty Street in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, Lot 21.1 as being more particularly described in the metes and bounds description attached hereto as **Exhibit A** (the "City Property"); and

WHEREAS, the Grantee is a fee simple owner of certain property located at 100 Broadway, in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, and Lot 24, and as being more particularly described in the metes and bounds description attached hereto as **Exhibit B** (the "Cornerstone Property"); and

WHEREAS, the Grantee intends to reconstruct, repair and renovate an existing building located on the Cornerstone Property and operate as its healthcare facility; and

WHEREAS, the Grantee has requested to use and encroach on a small portion of the City Property, for the purpose of constructing, maintaining and utilizing a rear emergency staircase in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code for the perpetual and permanent right of use; and

WHEREAS, the Grantor has agreed to grant to the Grantee a perpetual and permanent right to construct and use a rear emergency staircase on a small portion of the City Property; and

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantors, as owners of the City Property, hereby grant and convey to Grantees, their heirs, successors and assigns a perpetual and permanent easement to allow the construction, maintenance and utilization of a rear emergency staircase (the "Easement Area") as shown on the survey prepared by LAN Associates, dated 10/05/2022 (the "Survey") attached hereto as **Exhibit C** and further described via a metes and bounds description in **Exhibit D.** The Easement Area shall be over that portion of Grantor's property that will be approximately 11 feet wide by 25 feet long and 23.5 feet high. This easement is granted upon the following terms and conditions:

1. Purpose. The easement is granted to allow the construction, maintenance and utilization of the rear emergency staircase and the ability of Grantee to use and access the Easement Area to improve, repair, renovate, and maintain the same. Grantee shall not erect any additional improvements in the Easement Area and shall use the Easement Area only to allow the

encroaching portion of the rear emergency staircase.

2. Maintenance. Upon grant of this easement, Grantee, its successors and assigns, will be solely responsible for the necessary improvements, repair, upkeep and maintenance of their rear emergency staircase within the Easement Area.

3. Terms. The term of the permanent easement shall commence on the effective date of this Agreement and shall run with the land and shall continue in full force and effect unless and until relinquished in writing by Grantee, its successors or assigns.

4. Covenants Running with the Land. The parties to this Agreement acknowledge and agree that this easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

5. Binding. Grantee has executed the Agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this Agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantee's small portion of the City Property.

6. Costs. Grantee shall, at its sole cost and expense, maintain and keep the Easement Area in good condition and state of repair. Grantee shall periodically inspect, maintain, repair and reconstruct any improvements on the Easement Area to ensure the safe, lawful, and reasonable use of said portion of City Property.

7. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth at the beginning of this Agreement, or to such other address designed in writing to the other parties.

8. Recording. Grantee shall record this Agreement with the Orange County Clerk at its sole cost and expense. Grantor agrees to cooperate in order to facilitate such recording.

9. Choice of Law Venue. This Agreement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of Orange County, New York.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

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12. Indemnification. Grantee does hereby indemnify, defend and hold Grantor harmless from any and all claims, losses, or damages which may arise out of the use of the Easement Area, by itself, its guests, invitees, and/or its contractors on the subject properties, which said hold harmless and indemnification shall include indemnifying Grantor from all costs and expenses arising out of such claims including, but not limited to, reasonable attorney fees to defend such claim. Grantee agrees to immediately maintain general liability insurance in reasonable amounts covering the Easement Area.

13. Amendments. This Agreement and any provisions thereof, may not be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act of failure to act on the part of any party hereto but only by an agreement in writing upon consent and signed by the parties hereto, which consent shall not be unreasonably withheld by any party.

14. Severability. If any provision of the foregoing is deemed unenforceable by the final judgment of any court of competent jurisdiction, the balance of the Agreement provisions shall remain in full force and effect.

15. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

(Signature page to follow)

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IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this easement the day and year first written.

GRANTOR:

THE CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

GRANTEE:

CORNERSTONE FAMILY HEALTHCARE

By: _____
Name: David Jolly
Title: President and Chief Executive Officer

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

On the ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Jolly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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Record and Return:

John W. Furst, Esq.
Catania, Mahon & Rider, PLLC
641 Broadway, Newburgh, New York 12550

Exhibits A, B, C, and D (attached)

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EXHIBIT A

Description of City Property
Section 30, Block 5, Lot 21.1 (151 Liberty Street)

BEING AND INTENDED TO BE the same premises commonly known as 151 Liberty Street, conveyed to the City of Newburgh in a certain deed dated April 22, 2013 made by Richard F. Herbek, individually, and recorded in the office of the Orange County Clerk, in Liber 13556 of Deeds at page 405 on May 2, 2013.

SAID PREMISES ARE ALSO MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

All that certain plot, piece or parcel of land lying in the City of Newburgh, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly bounds of Liberty Street at the northeast corner of lands of 96 Broadway LLC (Tax lot 30-5-22); running thence, North 77 degrees 03 minutes 40 seconds West 21.17 feet to a point; thence, North 11 degrees 05 minutes 13 seconds East 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 24.00 feet to a point; thence, South 11 degrees 05 minutes 13 seconds West 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 50.78 feet to a point; thence, North 13 degrees 19 minutes 57 seconds East 9.98 feet to point; thence, North 77 degrees 03 minutes 40 seconds West 4.63 feet to a point; thence North 10 degrees 31 minutes 30 seconds East 90.00 feet along the newly created lot to a point; thence, South 77 degrees 04 minutes 00 seconds East 100.09 feet to a point the westerly bounds of Liberty Street; thence, South 10 degrees 31 minutes 30 seconds West 100.00 feet along the westerly bounds of Liberty Street to the point or place of BEGINNING.

Containing 9,884 square feet or 0.23 acres of land, more or less.

DRAFT

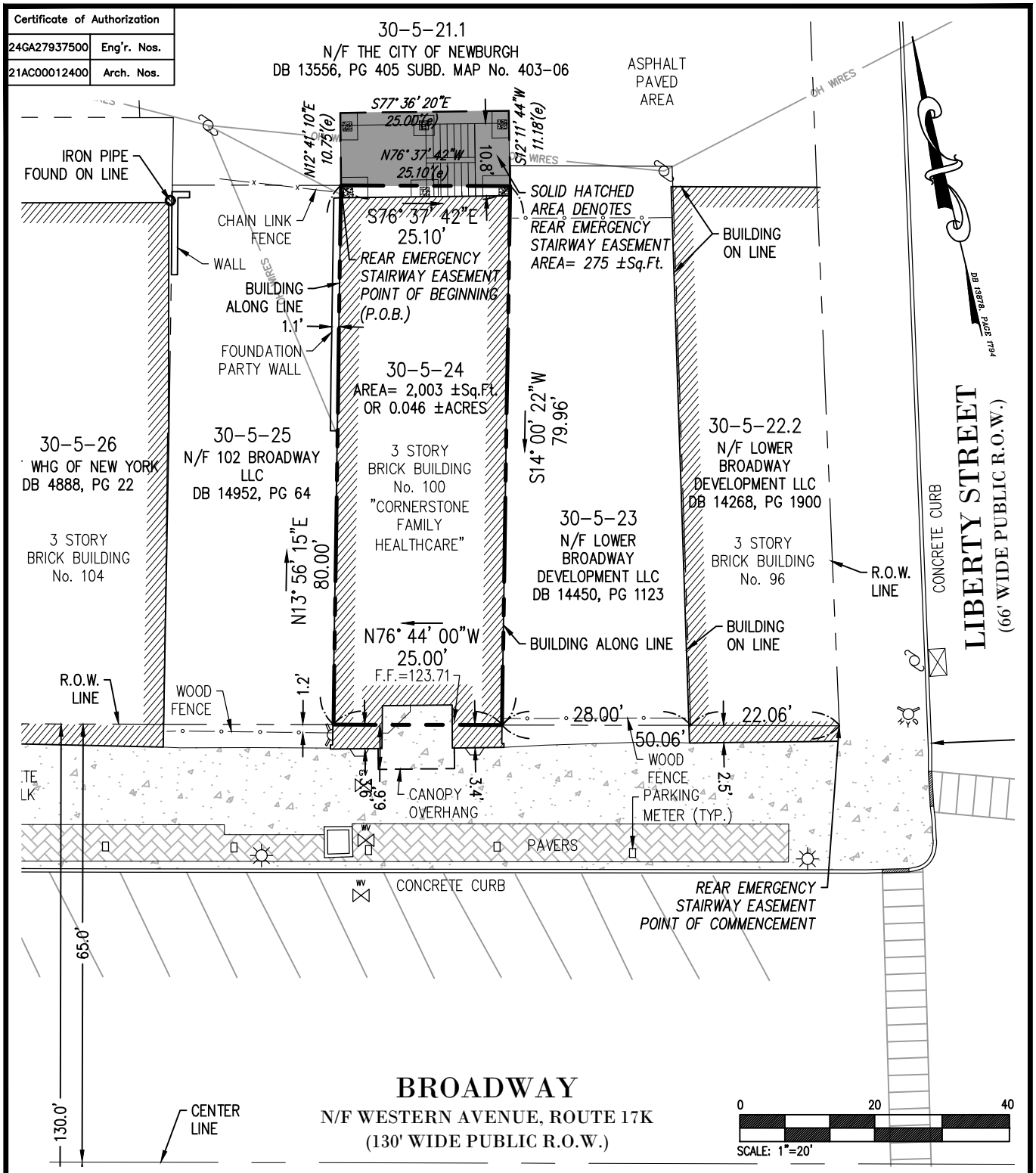
EXHIBIT B

Description of Cornerstone Property

Section 30, Block 5 Lot 24 (100 Broadway)

BEGINNING at a point on the northerly side of Broadway, said point being on the division line between lands now or formerly of Denisar on the west, and the parcel herein described on the east; thence along said division line North 13 degrees 56' 15" East 80.00 feet to a point; thence along lands of The Newburgh Elks South 76 degrees 37' 42" East 25.10 feet to a point; North 14 degrees 44' 00" East 24.00 feet to a point; thence along lands now or formerly of Newburgh Community Action South 11 degrees 14' 40" West 83.00 feet to a point; thence along the aforesaid side of Broadway North 76 degrees 44' 00" West 53.00 feet to the point or place of beginning.

DRAFT



PROJECT: SECTION 30 – BLOCK 5 – LOT 24	MATTHEW M. WEBB, PLS Title: PROFESSIONAL LAND SURVEYOR License No. 050851-1
DRAWING TITLE: PROPOSED REAR EMERGENCY STAIRWAY EASEMENT	

LAN ASSOCIATES
Engineering, Planning, Architecture, Surveying LLP
252 Main Street, Goshen, New york 10924 | t. 845-615-0350 | f. 845-615-0351

DWG. DATE	SCALE	DRAWING NO.
05/03/23	1"=20'	E.01
PROJECT NO. 4.1349.10	DWN. BY ER	

LAN
LAN ASSOCIATES
SINCE 1965
ENGINEERING ▪ PLANNING ▪ ARCHITECTURE ▪ SURVEYING, INC.
445 GODWIN AVENUE, MIDLAND PARK, NEW JERSEY 07432
P. 201-447-6400 ▪ F. 201-447-1233 ▪ WWW.LAN-NJ.COM

REAR EMERGENCY STAIRWAY EASEMENT LEGAL DESCRIPTION
LOCATED INSIDE SECTION 30 – BLOCK 5 – LOT 21.1
FOR THE BENEFIT OF SECTION 30 – BLOCK 5 – LOT 24
ALSO KNOWN AS 100 BROADWAY, CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK
LAN JOB #4.1349.10

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 24, SAID POINT BEING LOCATED THE FOLLOWING TWO (2) BEARINGS AND DISTANCES FROM THE INTERSECTION FORMED BY THE NORTHERLY SIDE OF BROADWAY (APPROXIMATE 130 FEET WIDE PUBLIC RIGHT OF WAY) WITH THE WESTERLY SIDE OF LIBERTY STREET (66 FEET WIDE PUBLIC RIGHT OF WAY):

A. ALONG THE NORTHERLY SIDE OF BROADWAY NORTH 76 DEGREES 44 MINUTES 00 SECONDS WEST, 75.06 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF LOT 24; THENCE
B. ALONG THE WESTERLY SIDE OF LOT 24 NORTH 13 DEGREES 56 MINUTES 15 SECONDS EAST, 80.00 FEET TO THE POINT OF BEGINNING; RUNNING THENCE

1. ALONG INSIDE LOT 21.1 THE FOLLOWING THREE (3) BEARINGS AND DISTANCES: NORTH 12 DEGREES 41 MINUTES 10 SECONDS EAST, 10.75 FEET TO A POINT; THENCE

2. SOUTH 77 DEGREES 36 MINUTES 20 SECONDS EAST, 25.00 FEET TO A POINT; THENCE

3. SOUTH 12 DEGREES 11 MINUTES 44 SECONDS WEST, 11.18 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LOT 24; THENCE

4. ALONG THE NORTHERLY SIDE OF LOT 24 NORTH 76 DEGREES 37 MINUTES 42 SECONDS WEST, 25.10 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 275 +/- Sq. Ft., OR 0.0063 +/- ACRES

SUBJECT TO AN ACCURATE TITLE SEARCH

SUBJECT TO EASEMENTS AND DOCUMENTS OF RECORD.

PURSUANT A MAP ENTITLED “PROPOSED REAR EMERGENCY STAIRWAY EASEMENT, SECTION 30 BLOCK 5 LOT 24” DRAWING No. E.01 PERFORMED BY LAN ASSOCIATES, ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING, LLP, MATTHEW M. WEBB, PLS LIC. No. 050851-1, MAP DATED MAY 3, 2023.

THE SURVEY BASIS OF BEARING FOR THIS DESCRIPTION IS THE SAME CONTAINED IN DEED BOOK 13878, PAGE 1794.

MATTHEW M. WEBB, PLS
License No. 050851-1
MAY 3, 2023

LAN ASSOCIATES | Engineering, Planning, Architecture, Surveying LLP

March 10, 2023

Standback General Contractors, LLC
1161 Little Britain Road
New Windsor, NY 12553

Attention: Mr. Dominic Coppola

E-mail: dcoppola@standbackgc.com

Subject: Renovations at Cornerstone Family Healthcare 100 Broadway
Newburgh, NY
LAN Ref #4.1349.10

Dear Mr. Coppola:

LAN Associates, Engineering, Planning, Architecture, Surveying, LLP (LAN) has determined the above referenced project requires two (2) means of egress at the second and third floors based on Table 1006.3.3 Stories with One Exit or Access to One Exit for Other Occupancies. The second story Group B occupancy exceeds the maximum occupancy of 29 occupants and a third story above grade plane or higher is not permitted to have one (1) exit. Therefore, LAN is providing two (2) means of egress at the second and third floors. The first floor Group B Occupancy is allowed to have one means of egress with a maximum occupant load of 49 which the first floor does not exceed.

Should you have any questions and/or comments, please do not hesitate to contact the undersigned.

Respectfully submitted,

LAN Associates Engineering, Planning,
Architecture, Surveying, LLP

Peter Manouvelos, AIA, LEED AP

PM:em/vm P:\100-LAN LLP\1300-1399\1349\1349.10\Admin\Letters\134909LCoppola031023.docx

cc: Mr. David Jolly (djolly@cornerstonefh.org)
Mr. James Amend (jim@standbackgc.com)
File #4.1349.10

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, by and among the CITY OF NEWBURGH, a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 ("Grantor") and CORNERSTONE FAMILY HEALTHCARE, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is a fee simple owner of certain property located at 151 Liberty Street in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, Lot 21.1 as being more particularly described in the metes and bounds description attached hereto as **Exhibit A** (the "City Property"); and

WHEREAS, the Grantee is a fee simple owner of certain property located at 100 Broadway, in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, and Lot 24, and as being more particularly described in the metes and bounds description attached hereto as **Exhibit B** (the "Cornerstone Property"); and

WHEREAS, the Grantee intends to reconstruct, repair and renovate an existing building located on the Cornerstone Property and operate as its healthcare facility; and

WHEREAS, the Grantee has requested to use and encroach on a small portion of the City Property, for the purpose of constructing, maintaining and utilizing a rear emergency staircase in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code for the perpetual and permanent right of use; and

WHEREAS, the Grantor has agreed to grant to the Grantee a perpetual and permanent right to construct and use a rear emergency staircase on a small portion of the City Property; and

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantors, as owners of the City Property, hereby grant and convey to Grantees, their heirs, successors and assigns a perpetual and permanent easement to allow the construction, maintenance and utilization of a rear emergency staircase (the "Easement Area") as shown on the survey prepared by LAN Associates, dated 10/05/2022 (the "Survey") attached hereto as **Exhibit C** and further described via a metes and bounds description in **Exhibit D.** The Easement Area shall be over that portion of Grantor's property that will be approximately 11 feet wide by 25 feet long and 23.5 feet high. This easement is granted upon the following terms and conditions:

1. Purpose. The easement is granted to allow the construction, maintenance and utilization of the rear emergency staircase and the ability of Grantee to use and access the Easement Area to improve, repair, renovate, and maintain the same. Grantee shall not erect any additional improvements in the Easement Area and shall use the Easement Area only to allow the

encroaching portion of the rear emergency staircase.

2. Maintenance. Upon grant of this easement, Grantee, its successors and assigns, will be solely responsible for the necessary improvements, repair, upkeep and maintenance of their rear emergency staircase within the Easement Area.

3. Terms. The term of the permanent easement shall commence on the effective date of this Agreement and shall run with the land and shall continue in full force and effect unless and until relinquished in writing by Grantee, its successors or assigns.

4. Covenants Running with the Land. The parties to this Agreement acknowledge and agree that this easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

5. Binding. Grantee has executed the Agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this Agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantee's small portion of the City Property.

6. Costs. Grantee shall, at its sole cost and expense, maintain and keep the Easement Area in good condition and state of repair. Grantee shall periodically inspect, maintain, repair and reconstruct any improvements on the Easement Area to ensure the safe, lawful, and reasonable use of said portion of City Property.

7. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth at the beginning of this Agreement, or to such other address designed in writing to the other parties.

8. Recording. Grantee shall record this Agreement with the Orange County Clerk at its sole cost and expense. Grantor agrees to cooperate in order to facilitate such recording.

9. Choice of Law Venue. This Agreement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of Orange County, New York.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

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12. Indemnification. Grantee does hereby indemnify, defend and hold Grantor harmless from any and all claims, losses, or damages which may arise out of the use of the Easement Area, by itself, its guests, invitees, and/or its contractors on the subject properties, which said hold harmless and indemnification shall include indemnifying Grantor from all costs and expenses arising out of such claims including, but not limited to, reasonable attorney fees to defend such claim. Grantee agrees to immediately maintain general liability insurance in reasonable amounts covering the Easement Area.

13. Amendments. This Agreement and any provisions thereof, may not be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act of failure to act on the part of any party hereto but only by an agreement in writing upon consent and signed by the parties hereto, which consent shall not be unreasonably withheld by any party.

14. Severability. If any provision of the foregoing is deemed unenforceable by the final judgment of any court of competent jurisdiction, the balance of the Agreement provisions shall remain in full force and effect.

15. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

(Signature page to follow)

DRAFT

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this easement the day and year first written.

GRANTOR:

THE CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

GRANTEE:

CORNERSTONE FAMILY HEALTHCARE

By: _____
Name: David Jolly
Title: President and Chief Executive Officer

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

On the ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Jolly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

DRAFT

Record and Return:

John W. Furst, Esq.
Catania, Mahon & Rider, PLLC
641 Broadway, Newburgh, New York 12550

Exhibits A, B, C, and D (attached)

DRAFT

EXHIBIT A

Description of City Property
Section 30, Block 5, Lot 21.1 (151 Liberty Street)

BEING AND INTENDED TO BE the same premises commonly known as 151 Liberty Street, conveyed to the City of Newburgh in a certain deed dated April 22, 2013 made by Richard F. Herbek, individually, and recorded in the office of the Orange County Clerk, in Liber 13556 of Deeds at page 405 on May 2, 2013.

SAID PREMISES ARE ALSO MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

All that certain plot, piece or parcel of land lying in the City of Newburgh, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly bounds of Liberty Street at the northeast corner of lands of 96 Broadway LLC (Tax lot 30-5-22); running thence, North 77 degrees 03 minutes 40 seconds West 21.17 feet to a point; thence, North 11 degrees 05 minutes 13 seconds East 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 24.00 feet to a point; thence, South 11 degrees 05 minutes 13 seconds West 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 50.78 feet to a point; thence, North 13 degrees 19 minutes 57 seconds East 9.98 feet to point; thence, North 77 degrees 03 minutes 40 seconds West 4.63 feet to a point; thence North 10 degrees 31 minutes 30 seconds East 90.00 feet along the newly created lot to a point; thence, South 77 degrees 04 minutes 00 seconds East 100.09 feet to a point the westerly bounds of Liberty Street; thence, South 10 degrees 31 minutes 30 seconds West 100.00 feet along the westerly bounds of Liberty Street to the point or place of BEGINNING.

Containing 9,884 square feet or 0.23 acres of land, more or less.

DRAFT

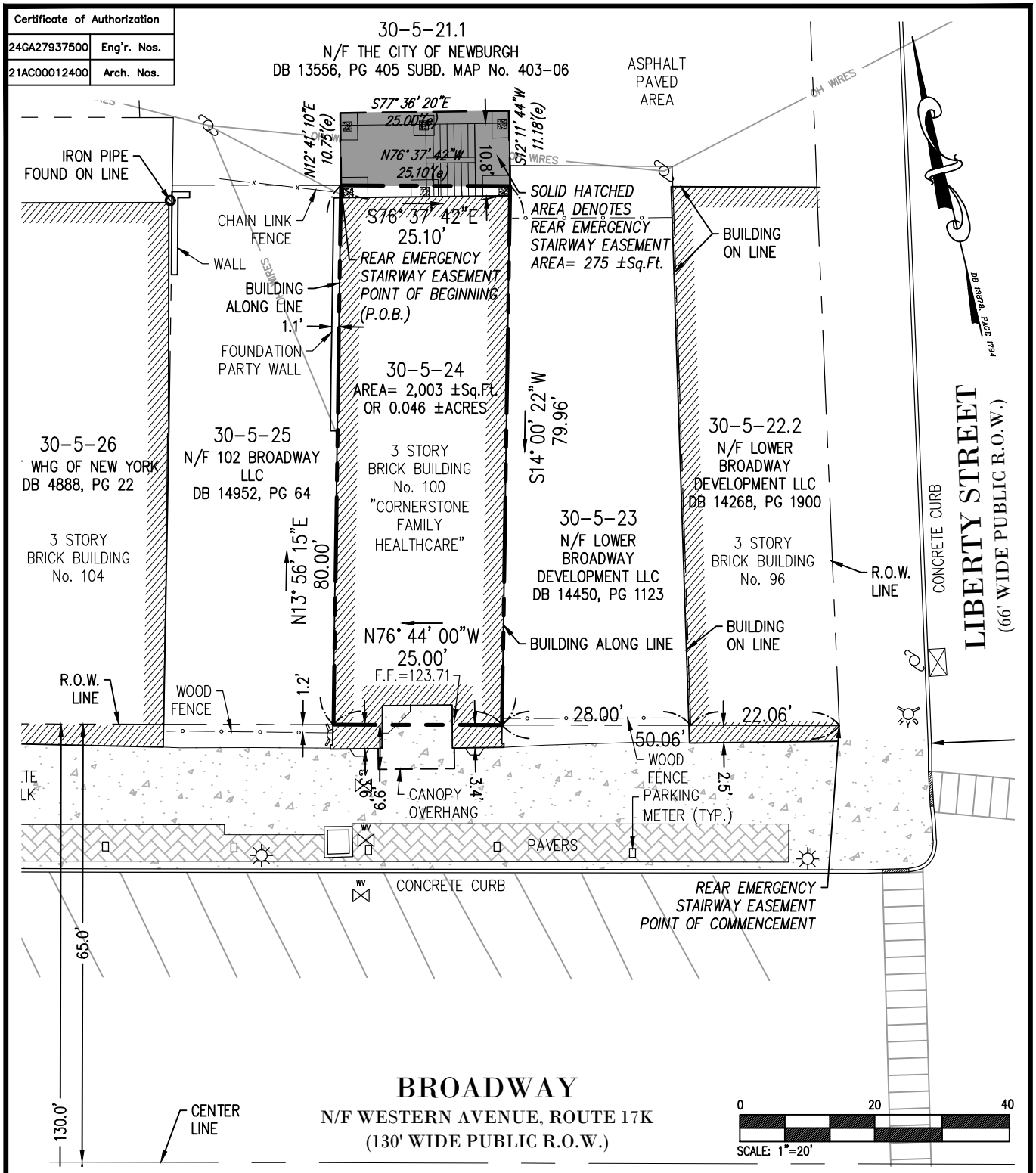
EXHIBIT B

Description of Cornerstone Property

Section 30, Block 5 Lot 24 (100 Broadway)

BEGINNING at a point on the northerly side of Broadway, said point being on the division line between lands now or formerly of Denisar on the west, and the parcel herein described on the east; thence along said division line North 13 degrees 56' 15" East 80.00 feet to a point; thence along lands of The Newburgh Elks South 76 degrees 37' 42" East 25.10 feet to a point; North 14 degrees 44' 00" East 24.00 feet to a point; thence along lands now or formerly of Newburgh Community Action South 11 degrees 14' 40" West 83.00 feet to a point; thence along the aforesaid side of Broadway North 76 degrees 44' 00" West 53.00 feet to the point or place of beginning.

DRAFT



PROJECT: SECTION 30 – BLOCK 5 – LOT 24	MATTHEW M. WEBB, PLS Title: PROFESSIONAL LAND SURVEYOR License No. 050851-1
DRAWING TITLE: PROPOSED REAR EMERGENCY STAIRWAY EASEMENT	

LAN ASSOCIATES
Engineering, Planning, Architecture, Surveying LLP
252 Main Street, Goshen, New york 10924 | t. 845-615-0350 | f. 845-615-0351

DWG. DATE	SCALE	DRAWING NO.
05/03/23	1"=20'	E.01
PROJECT NO. 4.1349.10	DWN. BY ER	

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LAN ASSOCIATES
SINCE 1965
ENGINEERING ▪ PLANNING ▪ ARCHITECTURE ▪ SURVEYING, INC.
445 GODWIN AVENUE, MIDLAND PARK, NEW JERSEY 07432
P. 201-447-6400 ▪ F. 201-447-1233 ▪ WWW.LAN-NJ.COM

REAR EMERGENCY STAIRWAY EASEMENT LEGAL DESCRIPTION
LOCATED INSIDE SECTION 30 – BLOCK 5 – LOT 21.1
FOR THE BENEFIT OF SECTION 30 – BLOCK 5 – LOT 24
ALSO KNOWN AS 100 BROADWAY, CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK
LAN JOB #4.1349.10

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 24, SAID POINT BEING LOCATED THE FOLLOWING TWO (2) BEARINGS AND DISTANCES FROM THE INTERSECTION FORMED BY THE NORTHERLY SIDE OF BROADWAY (APPROXIMATE 130 FEET WIDE PUBLIC RIGHT OF WAY) WITH THE WESTERLY SIDE OF LIBERTY STREET (66 FEET WIDE PUBLIC RIGHT OF WAY):

A. ALONG THE NORTHERLY SIDE OF BROADWAY NORTH 76 DEGREES 44 MINUTES 00 SECONDS WEST, 75.06 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF LOT 24; THENCE
B. ALONG THE WESTERLY SIDE OF LOT 24 NORTH 13 DEGREES 56 MINUTES 15 SECONDS EAST, 80.00 FEET TO THE POINT OF BEGINNING; RUNNING THENCE

1. ALONG INSIDE LOT 21.1 THE FOLLOWING THREE (3) BEARINGS AND DISTANCES: NORTH 12 DEGREES 41 MINUTES 10 SECONDS EAST, 10.75 FEET TO A POINT; THENCE

2. SOUTH 77 DEGREES 36 MINUTES 20 SECONDS EAST, 25.00 FEET TO A POINT; THENCE

3. SOUTH 12 DEGREES 11 MINUTES 44 SECONDS WEST, 11.18 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LOT 24; THENCE

4. ALONG THE NORTHERLY SIDE OF LOT 24 NORTH 76 DEGREES 37 MINUTES 42 SECONDS WEST, 25.10 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 275 +/- Sq. Ft., OR 0.0063 +/- ACRES

SUBJECT TO AN ACCURATE TITLE SEARCH

SUBJECT TO EASEMENTS AND DOCUMENTS OF RECORD.

PURSUANT A MAP ENTITLED “PROPOSED REAR EMERGENCY STAIRWAY EASEMENT, SECTION 30 BLOCK 5 LOT 24” DRAWING No. E.01 PERFORMED BY LAN ASSOCIATES, ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING, LLP, MATTHEW M. WEBB, PLS LIC. No. 050851-1, MAP DATED MAY 3, 2023.

THE SURVEY BASIS OF BEARING FOR THIS DESCRIPTION IS THE SAME CONTAINED IN DEED BOOK 13878, PAGE 1794.

MATTHEW M. WEBB, PLS
License No. 050851-1
MAY 3, 2023

RESOLUTION NO.: 98 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE UNITED STATES DEPARMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE UNDER THE 2023 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF $17,000.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2023 covering the period April 1, 2023 through August 31, 2025; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 20 vests at a total cost of $17,000.00 and a fifty (50%) percent match in the amount of $8,500.00 is to be paid out of Police funds A.3120.0417; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2023 Bulletproof Vest Partnership in the amount of $17,000.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: ___99___-2023

OF

MAY 22, 2023

A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK TO ADD FOUR DISPATCHER POSITIONS IN THE POLICE DEPARTMENT

WHEREAS, the Police Commissioner proposes to add four Dispatcher positions to promote efficiency in the Police Department; and

WHEREAS, the addition of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2023; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to add four Dispatcher positions in the Police Department.

RESOLUTION NO.: _____100_____-2023

OF

MAY 22, 2023

A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK TO MOVE ONE LIEUTENANT AND ONE DETECTIVE SERGEANT POSITION AND ADD TWO DETECTIVE POSITIONS IN THE POLICE DEPARTMENT

WHEREAS, the Police Commissioner proposes to move one Lieutenant position from CG 3120 to A3120; move one Sergeant position from A3120 to CG 3120 and designate the position as Detective Sergeant; and add 2 Detective positions in CG3120 to promote efficiency in the Police Department; and

WHEREAS, the change and addition of the positions in CG 3120 is expected to be funded by the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") grant program and the change in A3120 will be funded by the General Fund; and

WHEREAS, the proposed change and addition of positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2023; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to move one Lieutenant position from CG 3120 to A3120; move one Sergeant position from A3120 to CG 3120 and designate the position as Detective Sergeant; and add 2 Detective positions to CG3120 in the Police Department.

RESOLUTION NO.: ____101____-2023

OF

MAY 22, 2023

A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK TO ADD ONE ACCOUNT CLERK POSITION AND DELETE ONE CLERK POSITION IN THE CODE COMPLIANCE BUREAU

WHEREAS, the Fire Chief proposes to delete one Clerk position and add one Account Clerk position to promote efficiency in the Code Compliance Bureau; and

WHEREAS, the change in job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2023; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to delete one Clerk position and add one Account Clerk position in the Code Compliance Bureau.

RESOLUTION NO.: 102 - 2023

OF

MAY 22, 2023

A RESOLUTION REQUESTING THE STATE LEGISLATURE TO ENACT ASSEMBLY BILL A7135 AND SENATE BILL S6918 AUTHORIZING THE CITY OF NEWBURGH TO ADD UNPAID HOUSING CODE VIOLATION PENALTIES, COSTS AND FINES TO THE CITY'S ANNUAL TAX LEVY

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Assembly Bill A7135 and Senate Bill S6918, a copy of which is annexed hereto, to amend the section 903 of the real property tax law to authorize the City of Newburgh to add unpaid, housing code penalties, costs and fines to the City's tax levy; the same as being in the best interests of the City of Newburgh.

STATE OF NEW YORK

7135

2023-2024 Regular Sessions

IN ASSEMBLY

May 11, 2023

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Real Property Taxation

AN ACT to amend the real property tax law, in relation to authorizing the city of Newburgh to add unpaid housing code violation penalties, costs and fines to such city's annual tax levy in accordance with applicable law

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 903 to read as follows:

§ 903. Collection of unpaid housing code violation penalties; levy. 1. Authorization. In addition to and not in limitation of any power otherwise granted by law, the city of Newburgh is hereby authorized to collect any unpaid housing, building and fire code violation penalties, costs and fines through placement by the city's director of finance, treasurer, or other public official charged with the duties of overseeing tax collections on the city's annual tax levy in accordance with the provisions of this section.

2. Eligibility. (a) In order to be eligible for placement on the municipality's annual tax levy such unpaid code violation penalties, costs and fines shall have been adjudicated and imposed through a judgment in a court of competent jurisdiction on an owner of real property within the city and recorded by the county clerk, as certified by the city's corporation counsel to the director of finance, treasurer or other public official charged with the duties of overseeing tax collections and have remained unpaid for one year after the final adjudication and exhaustion of all appeals relating to the imposition of the fines for a code violation preceding the placement on the city's tax levy.

(b) Maximum amount subject to tax levy. The amount of judgment placed on the tax levy shall be no greater than five percent of the full market

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD08874-03-3

value of the property as reflected in the tax assessment roll in the year in which judgment was rendered. Any judgment amount in excess of the maximum amount subject to tax levy shall be placed as a lien on the property pursuant to applicable laws for debt collection and an action for foreclosure of the property shall not be maintained for this amount owed.

3. Levy. Such code violation penalty, cost or fine as set forth in a copy of the judgment certified by the city's corporation counsel to the director of finance, treasurer or other public official charged with the duties of overseeing tax collections shall be set down in the annual tax levy under the heading uncollected fines and penalties and in accordance with this section shall be levied, enforced and collected in the same manner, by the same proceedings, at the same time, under the same penalties and having the same lien upon the property assessed as the general city tax and as a part thereof.

4. Notice. The city shall notify all owners of record of the placement of the code violations on the city tax levy as uncollected fines and penalties within thirty days of placement, pursuant to section three hundred eight of the civil practice law and rules. The notice shall include the date or dates of such violations, the description of the violations, the amount owed, a statement detailing the foreclosure process that will occur if the violations remain unpaid and the contact information for the city office in charge of receiving payments.

5. Tax year. Any unpaid code violations shall be placed on the tax roll the city is currently in and shall not be placed on a list, roll or levy of delinquent taxes.

6. Tenants. Prior to the placement of any property with unpaid code violations on the tax levy, the city shall develop a program to assist tenants residing in a dwelling at risk for tax foreclosure due to unpaid code violations. Such program shall include housing counseling assistance or other support in relocating the tenants to suitable housing prior to the tax foreclosure.

7. Payment plan. Nothing in this section shall preclude an owner or landlord from entering into a payment plan with the city for past amounts due for code violations in accordance with section eleven hundred eighty-four of this chapter.

8. Curing code violations. (a) If all of the violations for which the penalties, fees and costs have been assessed are cured, removed or corrected prior to the expiration of the period for redemption pursuant to section eleven hundred ten of this chapter, and penalties, costs and fines are paid in full, the property shall be removed from the levy.

(b) The determination of whether or not the code violations have been cured shall be made by the city enforcing officer in charge of ensuring compliance with applicable housing, building, and fire codes such as a code enforcement officer. An appeal of this determination may be made to the city's zoning board of appeals or other local administrative body as provided for in local law. The final determination made by the administrative body shall be reviewable pursuant to article seventy-eight of the civil practice law and rules.

9. Payment prior to auction. (a) If the balance owed for code violations placed on the tax levy is paid prior to the expiration of the period for redemption pursuant to section eleven hundred ten of this chapter and there is no balance due for unpaid real property taxes, the property may not be auctioned, and the property shall be removed from the tax levy.

(b) The owner shall have the right to pay the full balance prior to the expiration of the period for redemption pursuant to section eleven hundred ten of this chapter in order to redeem the property.

10. Balance due. If after an auction a balance is due for code violations, the city may proceed with any action against the former owner pursuant to applicable laws.

11. Exclusions. The provisions of this section shall not apply to the city if the city sells its tax liens in a tax lien sale.

§ 2. This act shall take effect immediately.

STATE OF NEW YORK

6918

2023-2024 Regular Sessions

IN SENATE

May 15, 2023

Introduced by Sen. ROLISON -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the real property tax law, in relation to authorizing the city of Newburgh to add unpaid housing code violation penalties, costs and fines to such city's annual tax levy in accordance with applicable law

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 903 to read as follows:

§ 903. Collection of unpaid housing code violation penalties; levy. 1. Authorization. In addition to and not in limitation of any power otherwise granted by law, the city of Newburgh is hereby authorized to collect any unpaid housing, building and fire code violation penalties, costs and fines through placement by the city's director of finance, treasurer, or other public official charged with the duties of overseeing tax collections on the city's annual tax levy in accordance with the provisions of this section.

2. Eligibility. (a) In order to be eligible for placement on the municipality's annual tax levy such unpaid code violation penalties, costs and fines shall have been adjudicated and imposed through a judgment in a court of competent jurisdiction on an owner of real property within the city and recorded by the county clerk, as certified by the city's corporation counsel to the director of finance, treasurer or other public official charged with the duties of overseeing tax collections and have remained unpaid for one year after the final adjudication and exhaustion of all appeals relating to the imposition of the fines for a code violation preceding the placement on the city's tax levy.

(b) Maximum amount subject to tax levy. The amount of judgment placed on the tax levy shall be no greater than five percent of the full market

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD08874-03-3

value of the property as reflected in the tax assessment roll in the year in which judgment was rendered. Any judgment amount in excess of the maximum amount subject to tax levy shall be placed as a lien on the property pursuant to applicable laws for debt collection and an action for foreclosure of the property shall not be maintained for this amount owed.

3. Levy. Such code violation penalty, cost or fine as set forth in a copy of the judgment certified by the city's corporation counsel to the director of finance, treasurer or other public official charged with the duties of overseeing tax collections shall be set down in the annual tax levy under the heading uncollected fines and penalties and in accordance with this section shall be levied, enforced and collected in the same manner, by the same proceedings, at the same time, under the same penalties and having the same lien upon the property assessed as the general city tax and as a part thereof.

4. Notice. The city shall notify all owners of record of the placement of the code violations on the city tax levy as uncollected fines and penalties within thirty days of placement, pursuant to section three hundred eight of the civil practice law and rules. The notice shall include the date or dates of such violations, the description of the violations, the amount owed, a statement detailing the foreclosure process that will occur if the violations remain unpaid and the contact information for the city office in charge of receiving payments.

5. Tax year. Any unpaid code violations shall be placed on the tax roll the city is currently in and shall not be placed on a list, roll or levy of delinquent taxes.

6. Tenants. Prior to the placement of any property with unpaid code violations on the tax levy, the city shall develop a program to assist tenants residing in a dwelling at risk for tax foreclosure due to unpaid code violations. Such program shall include housing counseling assistance or other support in relocating the tenants to suitable housing prior to the tax foreclosure.

7. Payment plan. Nothing in this section shall preclude an owner or landlord from entering into a payment plan with the city for past amounts due for code violations in accordance with section eleven hundred eighty-four of this chapter.

8. Curing code violations. (a) If all of the violations for which the penalties, fees and costs have been assessed are cured, removed or corrected prior to the expiration of the period for redemption pursuant to section eleven hundred ten of this chapter, and penalties, costs and fines are paid in full, the property shall be removed from the levy.

(b) The determination of whether or not the code violations have been cured shall be made by the city enforcing officer in charge of ensuring compliance with applicable housing, building, and fire codes such as a code enforcement officer. An appeal of this determination may be made to the city's zoning board of appeals or other local administrative body as provided for in local law. The final determination made by the administrative body shall be reviewable pursuant to article seventy-eight of the civil practice law and rules.

9. Payment prior to auction. (a) If the balance owed for code violations placed on the tax levy is paid prior to the expiration of the period for redemption pursuant to section eleven hundred ten of this chapter and there is no balance due for unpaid real property taxes, the property may not be auctioned, and the property shall be removed from the tax levy.

(b) The owner shall have the right to pay the full balance prior to the expiration of the period for redemption pursuant to section eleven hundred ten of this chapter in order to redeem the property.

10. Balance due. If after an auction a balance is due for code violations, the city may proceed with any action against the former owner pursuant to applicable laws.

11. Exclusions. The provisions of this section shall not apply to the city if the city sells its tax liens in a tax lien sale.

§ 2. This act shall take effect immediately.

RESOLUTION NO.: ___103___ - 2023

OF

MAY 22, 2023

A RESOLUTION REQUESTING THE STATE LEGISLATURE TO ENACT ASSEMBLY BILL A7265A AND SENATE BILL S6917A REQUIRING A PETITION IN A SUMMARY PROCEEDING TO RECOVER POSSESSION OF REAL PROPERTY IN THE CITY OF NEWBURGH TO ALLEGE PROOF OF COMPLIANCE WITH LOCAL LAWS REQUIRING RENTAL RESIDENTIAL PROPERTY REGISTRATION AND LICENSURE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Assembly Bill A7265A and Senate Bill S6917A, a copy of which is annexed hereto, to amend the section 741 of the real property actions and proceedings law to require a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure.

STATE OF NEW YORK

7265

2023-2024 Regular Sessions

IN ASSEMBLY

May 16, 2023

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Judiciary

AN ACT to amend the real property actions and proceedings law, in relation to requiring a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Subdivision 6 of section 741 of the real property actions and proceedings law, as added by chapter 615 of the laws of 2022, is amended to read as follows:

6. In the city of Albany **and in the city of Newburgh**, where the premises from which removal is sought is subject to a local law requiring the registration of said premises as a condition of legal rental, allege proof of compliance with such local law.

§ 2. This act shall take effect on the ninetieth day after it shall have become a law.

EXPLANATION--Matter in ***italics*** (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD11223-01-3

STATE OF NEW YORK

6917

2023-2024 Regular Sessions

IN SENATE

May 15, 2023

Introduced by Sen. ROLISON -- read twice and ordered printed, and when printed to be committed to the Committee on Housing, Construction and Community Development

AN ACT to amend the real property actions and proceedings law, in relation to requiring a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Subdivision 6 of section 741 of the real property actions and proceedings law, as added by chapter 615 of the laws of 2022, is amended to read as follows:

6. In the city of Albany **and in the city of Newburgh**, where the premises from which removal is sought is subject to a local law requiring the registration of said premises as a condition of legal rental, allege proof of compliance with such local law.

§ 2. This act shall take effect on the ninetieth day after it shall have become a law.

EXPLANATION--Matter in ***italics*** (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD11223-01-3

RESOLUTION NO.: 104 - 2023

OF

MAY 22, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ACCEPTING PARTS II AND III OF THE FULL ENVIRONMENTAL ASSESSMENT FORM AND ISSUING A NEGATIVE DECLARATION, BOTH PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO THE ADOPTION OF AN AMENDMENT TO CHAPTER 300 ENTITLED "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh proposes the adoption of an amendment to Chapter 300, entitled "Zoning", of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, by Resolution No. 75-2023, the City Council of the City of Newburgh declared itself Lead Agency and classified the project as a Type I action in accordance with the State Environmental Quality Review Act ("SEQRA") with respect to the proposed zoning amendment; and

WHEREAS, the City of Newburgh has taken a full look at the environmental impacts of adopting the proposed amendment and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, in compliance with SEQRA, the City Council of the City of Newburgh accepts Parts II and III of the Full Environmental Assessment Form, and hereby issues a Negative Declaration for the proposed zoning amendment, both in accordance with SEQRA requirements.

RESOLUTION NO.: 75 - 2023

OF

APRIL 24, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITSELF LEAD AGENCY AND DECLARING THE MATTER A TYPE I ACTION, BOTH PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA"), WITH RESPECT TO THE ADOPTION OF A REVISION TO CHAPTER 300 ENTITLED "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh proposes the adoption of a revision to Chapter 300, entitled "Zoning", of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the proposed revision in compliance with the terms of New York State law and hereby wishes to review the project in accordance with the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, by Resolution No. 40-2023 of March 13, 2023, in compliance with the SEQRA process, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, and accept as complete a Full Environmental Assessment Form ("FEAF"), as well as refer the proposed revision to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and all other interested or involved agencies; and

WHEREAS, the City Council has received no objections from any interested or involved agencies to the City Council's intent to act as Lead Agency pursuant to SEQRA for the proposed revisions; and

NOW, THEREFORE, BE IT RESOLVED, in compliance with the SEQRA process, the City Council of the City of Newburgh declares itself to be Lead Agency for environmental review of the action, and declares the proposed revision a Type I action.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 4/24/23 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 25th day of Apr. 2023

Katrina Cotten
Deputy City Clerk

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project :
Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☐ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		□	□

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	□	□
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	□	□
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	□	□
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	□	□
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	□	□
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	□	□
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	□	□
h. Other impacts: _____ _____		□	□

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	□	□
b. The proposed action may result in development within a 100 year floodplain.	E2j	□	□
c. The proposed action may result in development within a 500 year floodplain.	E2k	□	□
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	□	□
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	□	□
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	□	□

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. ☐ NO ☐ YES
(See Part 1. D.2.f., D.2.h, D.2.g)
If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	□	□
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	□	□
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	□	□
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	□	□
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	□	□
j. Other impacts: _____ _____		□	□

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	□	□
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	□	□
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	□	□
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	□	□
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	□	□
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	□	□
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	□	□
h. Other impacts: _____		□	□

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) ☐ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) ☐ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		□	□
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	□	□
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	□	□
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	□	□

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.)

☐ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 12.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	□	□
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	□	□
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	□	□
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	□	□
e. Other impacts: _____ _____		□	□

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)

☐ NO ☐ YES

If "Yes", answer questions a - c. If "No", go to Section 13.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	□	□
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	□	□
c. Other impacts: _____ _____		□	□

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems. ☐ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy. ☐ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☐ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☐ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☐ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

1. INTRODUCTION

This document constitutes the "Reasons Supporting This Determination" portion of Part 3 of the Full Environmental Assessment Form ("FEAF") for the 2023 City of Newburgh Zoning Code amendment. This Part 3 of the FEAF provides additional information to assist the Newburgh City Council, as Lead Agency under the State Environmental Quality Review Act ("SEQRA") (6 NYCRR Part 617), to make a determination on whether the Proposed Action will have significant adverse environmental impacts. This EAF was prepared pursuant to all SEQRA regulations and includes sufficient information for the City Council to make a reasoned determination on environmental significance. Adoption of Zoning Code Amendments and Zoning Map are considered a Type I action under the State Environmental Quality Review Act (SEQRA).

The Proposed Action is intended to acknowledge and incorporate Cannabis, Cannabis-related business types, and Cannabis-related uses into Chapter 300 of the Newburgh City Code, all in accordance with the Cannabis Law of the State of New York. The proposed amendment would take effect city-wide, though the proposed actions have application in limited, specific geographic locations.

Additional SEQRA review will be required for individual parcel development applications seeking approvals from the City, in accordance with the existing zoning rules and proposed zoning amendments, should they be adopted. This environmental review analyzes the potential generic impacts associated with the proposed action and generic development projected that occurs under the proposed action, not any potential impacts specific to site conditions associated with future development applications.

The Proposed Action comprises the following actions being considered by the Newburgh City Council, acting as Lead Agency under SEQRA:

- Amend existing Zoning Code

a. DESCRIPTION OF THE PROCESS

The process to amend the Zoning Code began in late 2022 in anticipation of New York State's adoption of the Cannabis Law, and rules and regulations promulgated by the Cannabis Control Board, to allow for cannabis-related businesses to operate in New York State.

b. PURPOSE AND NEED

The City of Newburgh welcomed the opportunity for cannabis-related businesses to operate within its municipal boundary. As a result, the City of Newburgh did not pass a local law seeking to opt-out of prohibiting adult-use cannabis retail dispensaries and/or on-site consumption businesses before December 31, 2021. The purpose and need of the

proposed zoning change is to establish reasonable zoning measures related to the health, safety, and welfare of its residents and business owners as it relates to cannabis-related uses and businesses.

2. EXISTING CONDITIONS

a. PLANNING BACKGROUND

In its last major zoning code adoption in 2015, the City of Newburgh prepared numerous planning documents and studies to guide growth and development City-wide including:

- Plan-It Newburgh Sustainable Master Plan (2008)
- Future Land Use Plan (2011)
- Pace Streamlining Newburgh's Land Use Process Final Recommendations (2012)
- Local Waterfront Revitalization Program (LWRP) (2008 Draft, Locally Adopted in 2018)
- Newburgh Waterfront Charette (2007)
- Liberty-Grand Street Heritage Corridor (2007)
- Liberty Street Corridor Commercial Implementation Strategy, Newburgh 2020 (2009)

In addition, several regional planning studies and reports helped shape the Zoning Code adoption in 2015, including:

- Newburgh Area Transportation and Land Use Study (2012)
- Orange County Design Manual (Adopted by Orange County, 2011)

The City of Newburgh zoning code adoption in 2015 acts as a comprehensive set of regulations that governs land use within the City.

b. EXISTING LAND USE PATTERNS AND ZONING

The City contains a broad mix of residential, commercial, industrial, institutional, and open space uses. Most of the lower density residential uses are focused north of Broadway and west of State Route 9W, while the eastern portion of the City tends to have more dense residential uses. The Broadway corridor, which serves as the City's commercial spine, includes a variety of retail, service, restaurant and other commercial uses and many mixed-use parcels. The same is true along much of Liberty and Grand Street. Much of the waterfront also includes a variety of retail, service, restaurant and other commercial uses.

c. POPULATION TRENDS

According to the U.S. Census, Newburgh's population peaked at 31,956 in 1950. Over the next 30 years, the City's population decreased by more than 28 percent to a low of 22,863 in 1980. Since then, Newburgh's population has increased by roughly 6,000 persons (26

percent), to 28,856 according to the 2020 Census. The current level of Newburgh's population is approximately 10 percent lower than its 1950 peak.

3. DESCRIPTION OF THE PROPOSED ACTION

The Proposed Action would acknowledge and incorporate Cannabis, Cannabis-related business types, and Cannabis-related uses into Chapter 300 of the Newburgh City Code, all in accordance with the Cannabis Law of the State of New York. The Proposed Action for purposes of environmental review comprises the following actions being considered by the City Council of the City of Newburgh, acting as Lead Agency pursuant to SEQRA:

- Adoption of the Proposed Zoning Amendments - Revisions to Chapter 300 (including the Schedule of Bulk, Area, and Parking Regulations and Schedule of Uses, and Form-Based Code Component).

4. POTENTIAL ENVIRONMENTAL IMPACTS OF THE PROPOSED ACTION

There are no significant environmental impacts – either potential or actual – as a result of the proposed action.

5. CUMULATIVE IMPACTS

The State Environmental Quality Review Act (SEQRA) requires that the cumulative impacts of one or several actions be considered together. The Proposed Action contains revisions to land development regulations that, when taken together, are de minimis in nature. The potential effect on the environment from these amendments would not result in impacts when considered independently or cumulatively. The cumulative impact of the amendments is to bring land use regulation into accord with Newburgh's current planning documents and studies as well as development practice given the conditions within the City of Newburgh. Given the mandate to protect the community character and environmental quality of the City of Newburgh, the City's approach to zoning and environmental regulation is justified and in keeping with the objectives of the City's Land Use Plan and other local and regional planning principles.

6. CONCLUSION

The Proposed Action is consistent with the City's desired planning goals and land use patterns. The Proposed Action would not result in significant adverse environmental impacts. The adoption of the Proposed Action would continue a clear, feasible, and beneficial path for future development within the City.

ORDINANCE NO.: 3 - 2023

OF

MAY 22, 2023

AN ORDINANCE AMENDING CHAPTER 300 ENTITLED "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

SECTION 1. Amendment

WHEREAS, by Ordinance No. 10-2015 of July 13, 2015, the City Council of the City of Newburgh adopted Chapter 300 of the Code of the City of Newburgh entitled "Zoning", as well as zoning map of the City of Newburgh; and

WHEREAS, on March 31, 2021, The Marihuana Regulation & Taxation Act (MRTA) was signed into law, which among other things permitted the issuance of licenses for businesses to participate in New York's commercial, retail, and adult-use on-site consumption cannabis industries; and

WHEREAS, in 2022, the City of Newburgh began to draft changes to its zoning code in a manner that would accommodate the establishment of such businesses in the City of Newburgh while protecting the health, safety, and welfare of its residents and businesses; and

WHEREAS, City staff presented a draft zoning code amendment to the City Council on March 13, 2023 to identify zoning districts where commercial, retail, and adult-use on-site consumption cannabis industries would be allowed to operate; and

WHEREAS, after due notice, this Council held public hearings on the draft zoning code revision at regular meetings of the City Council on March 27, 2023 and May 8, 2023; and

WHEREAS, in compliance with the State Environmental Quality Review Act ("SEQRA"), the City Council of the City of Newburgh declared its intent to assume Lead Agency status, to classify the project as a Type I action, to accept as complete a Full Environmental Assessment Form ("FEAF"), and refer the proposed zoning amendment to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and other interested and involved agencies on or about March 13, 2023; and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh declared itself to be Lead Agency for the environmental review of the action, declared the proposed action a Type I action pursuant to SEQRA, accepted Parts 2 and 3 of the FEAF, and issued a Negative Declaration pursuant to SEQRA; and

WHEREAS, this Council having duly reviewed the draft zoning code amendment, the FEAF, and all public comments received in this matter;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 300 of the Code of Ordinances of the City of Newburgh, entitled "Zoning" is hereby amended as annexed hereto in **Schedule A**, as follows, and is made a part hereof; and

BE IT FURTHER ORDAINED, by the Council of the City of Newburgh, New York that the Schedule of Use Regulations and the Schedule of Bulk, Area and Parking Regulations found in Chapter 300 of the Code of Ordinances of the City of Newburgh, are hereby amended and annexed hereto in **Schedule B**, as follows, and is made a part hereof.

SECTION 2. Severability.

The provisions of this Ordinance are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity.

The invalidity of any provision of this Ordinance shall not affect the validity of any other provision of this Ordinance that can be given effect without such invalid provision.

SECTION 5. This ordinance shall take effect immediately.

SCHEDULE A

(ZONING TEXT)

PROPOSED CHANGES
CHAPTER 300 (ZONING) OF CITY OF NEWBURGH CODE OF ORDINANCES

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

A. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural the singular. The word "shall" is intended to be mandatory, while "should" is not; and "occupied" or "used" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied." In general, this chapter uses the word "permitted" to describe an action that requires a permit and "allowed" when a permit is not required.

B. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

ACTIVITY FACILITY — A business which, for compensation, offers indoor recreational activities, such as dance, martial arts, arts and crafts, musical or theatrical instruction, children's gyms and play centers, and other places of public or private entertainment. Activity facilities shall not include facilities intended primarily for spectator activities, such as, but not limited to, stadiums and arenas, automotive tracks, bowling alleys, parlors or amusement parks.

ADULT DAY-CARE FACILITY — An establishment which provides day-care services for hire to adults who, by reason of physical or other limitations associated with age, physical or mental disabilities or other factors, are unable or substantially unable to live independently without supervision.

ADULT USES — An adult bookstore, adult motion-picture theater, or adult entertainment cabaret, as defined herein.

(1) ADULT BOOKSTORE — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.

(2) ADULT FILM THEATER — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.

(3) ADULT ENTERTAINMENT CABARET — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

AGRICULTURE — An activity which includes the cultivation of the soil for food products or other useful or valuable growths of the field or garden, nursery stock and commercial greenhouses, but does not include dairying, raising of livestock, breeding or keeping of animals, fowl or birds where the same is carried on as a business or gainful occupation. Agriculture includes also the sale at retail of farm, garden or nursery products produced on the premises.

AMUSEMENT CENTER — A place of business wherein three or more coin-operated machines, games of skill or chance or other machines of a similar nature are available for use or play by the general public.

ANIMAL CARE CENTER — Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals, or for the keeping, breeding or boarding for compensation of dogs, cats, or other domestic animals, when such boarding is for more than three consecutive hours.

APARTMENT, ACCESSORY — A self-contained residential dwelling unit, clearly incidental and secondary to the principal dwelling of which it is a part, having a separate entrance and containing separate cooking, eating, sanitation and sleeping facilities for the exclusive use of the occupant, in a one-family dwelling, or in a separate accessory structure on the same lot as a one-family dwelling.

APARTMENT HOUSE (same as "multifamily dwelling") — A residential building that contains more than four dwelling units, with one primary entrance to access all dwelling units contained therein. An apartment house may include accessory uses shared by residents of the apartment house, including recreational facilities, laundry rooms, parking, seating areas and open space for the exclusive use of residents residing in the complex.

ASSEMBLY HALL/BANQUET HALL — Buildings in which the primary or intended occupancy or use is the assembly for amusement, athletic, civic, dining, educational, entertainment, political, recreational, religious, social, or similar purposes, except an assembly hall shall not include any use defined elsewhere herein, in which kitchen facilities may or may not exist.

AUTOMOBILE GASOLINE STATION — Any building or land area used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses, such as sales of lubricants, tires, accessories or supplies, and prepackaged food items and tangible consumer goods, primarily for self-service by the customer.

AUTOMOBILE SALES — Any building, land area or other premises used for the display, sale or lease of new or used automobiles, vans, trucks, trailers, or boats, but not including any repair work. Such facilities may not conduct repair services as an accessory use other than warranty or other minor repair service.

AUTOMOBILE-SERVICE/REPAIR — Any area of land, including structures thereon, available to the public, operated for gain, and which is used for repair, greasing, washing, servicing, adjusting or equipping of automobiles or other vehicles.

AUTOMOBILE WASH — Any building or land area, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleansing devices or otherwise.

BANK — A financial institution that is open to the public and engaged in deposit banking, and that may perform closely related functions, such as making loans, investments, and fiduciary activities.

BAR — A commercial establishment, open to the general public, which sells and serves alcoholic beverages for consumption on the premises and where food may be served as an accessory use. The term "bar" includes "barroom," "wine bar," "tavern," "pub," and "saloon."

BASEMENT — A story that is wholly or partly below grade, but at least 1/2 of its height, measured from floor to ceiling, is above the average established curb level or finished grade of the ground adjoining the building.

BED-AND-BREAKFAST — A lodging facility in an owner-occupied dwelling, offering from two to five guest rooms, without separate kitchen facilities, for paying, transient guests for a period not to exceed 15 consecutive days per guest. A dining room and kitchen may be provided for serving guests of the facility, but shall not be open to the public. An Airbnb rental is a variant of this use. “Short-term, in-home lodging” shall apply for one room for up to three paying guests.

BILLIARD PARLOR — A building, or portion thereof, having within its premises three or more pool tables, billiard tables, or a combination thereof.

BOARDINGHOUSE — An owner-occupied dwelling unit, with nontransient boarders, and with common rooms used and accessible to all residents, within which are boarding units that are rented individually and occupied for sleeping and/or living purposes to nontransient occupants. A boardinghouse shall not be considered a rooming home.

BOARDING UNIT — Any room or group of rooms forming a habitable unit used or intended to be used for living or sleeping but not used for cooking purposes.

BOAT REPAIR — A facility where boats are repaired and may be stored.

BOWLING ALLEY — Indoor facility for the sport of bowling, with customary accessory uses, such as snack bars.

BUILDING — (Includes "structure.") Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

BUILDING, ACCESSORY — A building, the use and size of which is incidental to, and complementary of, the principal building on a lot.

BUILDING FRONT LINE — The line of the face of the building nearest the front lot line. The face includes covered porches, but does not include steps.

BUILDING, MAIN (PRINCIPAL) — The building in which is conducted the primary use of the lot on which it is located.

CABARET — Any room, place, or space in which any musical entertainment, singing, dancing, or other similar amusement takes place in connection with a bar and/or restaurant, except for an adult cabaret.

CANNABIS, ADULT-USE ON-SITE CONSUMPTION – as defined in the Cannabis Law of New York State.

CANNABIS, INDUSTRIAL – includes licenses to operate as: Adult-Use Cooperative, Adult-Use Cultivator, Adult-Use Distributor, Adult-Use Processor, Conditional Adult-Use Cultivator, Nursery, Registered Organization Adult-Use Cultivator Processor Distributor Retail Dispensary, or Registered Organization Adult-Use Cultivator Processor and Distributor, as defined in the Cannabis Law of New York State.

CANNABIS, RETAIL – includes licenses to operate as: Adult-Use Retail Dispensary, Delivery, or Microbusiness, as defined in the Cannabis Law of New York State.

CAR RENTAL — A business that rents vehicles to persons or businesses for use on a transient basis. The business may include on-site facilities for servicing, storing, repairing, and fueling the vehicles.

CELLAR — That space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling, below the average established curb level or finished grade of the ground adjoining the building.

CEMETERY — A place used for the interment of human or animal remains or cremated remains.

CHILD DAY-CARE CENTER — A facility, that is not also a dwelling unit, that provides care for infants and preschool children, and may offer prekindergarten educational service, on a regular basis for more than three hours per child and is defined in 18 NYCRR Part 413 and regulated in accordance with 18 NYCRR 418.

COLLEGE/UNIVERSITY — An institution for post-secondary education, which is licensed by the State of New York to grant associate, baccalaureate, or higher degrees.

COMMERCIAL LAUNDRY — An establishment that launders and/or dries articles for commercial and not individual customers.

COMMUNITY CENTER — A place, structure, area, or other facility used for providing religious, fraternal, social, educational, or recreational programs generally open to the public, not operated for profit, and designed to accommodate and serve significant segments of the local community.

COOPERATIVE HOUSE — A dwelling unit that is rented as a singular unit and not occupied by a family, as defined in this chapter, within which are two or more boarding units occupied for sleeping and/or living purposes by nontransient occupants. A cooperative house shall not be considered to be a rooming house.

COTTAGE INDUSTRY — A use that is conducted wholly within an enclosed building that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packing of finished products predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Light industry is capable of operation in such a manner that does not cause a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place. Such a use may or may not contain retail space. A machine shop is included in this category. COVERAGE, BUILDING — The area that is covered by all of the buildings on the lot.

CURB LEVEL — The established elevation of the street grade at the point that is opposite the center of the wall nearest to and facing the street line. Where a building is on a corner lot, the curb level is the average of the mean levels of the curbline on the two intersecting streets. Where there is uncertainty about the curb level, it shall be determined by the City Engineer.

DISTRIBUTION FACILITY/WAREHOUSE — A facility involving the storage and the shipment of goods in allotments. This use does not involve the manufacture or sale of goods from the premises.

DORMITORY — A building intended or used principally for sleeping accommodations, where such building is directly related to an educational or public institution, or house of worship. Such building may include common kitchen and gathering rooms, but does not contain complete dwelling units.

DRIVE-THRU (BANK, FAST-FOOD RESTAURANT, PHARAMACY) — An establishment that dispenses products or services to patrons who remain in vehicles.

DRY CLEANER — An establishment for the on-premises mechanical cleaning of garments, articles or goods of fabric for retail customers, or where dropoff and pickup occurs for garments or articles that are sent to another location for mechanical cleaning or laundering. A dry cleaning establishment does not include a laundry or laundromat, which provides self-service washing or drying for use by retail customers.

DWELLING — Any building or portion thereof designed or used exclusively for nontransient residential use.

DWELLING, DETACHED — A dwelling having no common walls, floors or ceilings with any other dwelling unit.

DWELLING, FOUR-FAMILY — A building containing four dwelling units only, on a single lot of record.

DWELLING, MULTIFAMILY — See "apartment house."

DWELLING, ROW OR ATTACHED (TOWNHOME) — A dwelling, having common walls with one or more dwelling units, also referred to as a "townhome." A row dwelling sharing one common wall shall be deemed an end unit. This term shall also refer to two
dwellings sharing one party or lot line wall and commonly referred to as a "duplex."

DWELLING, SINGLE-FAMILY — A building containing not more than one dwelling unit and not having more than one kitchen on a single lot of record.

DWELLING, THREE-FAMILY — A building containing three dwelling units only on a single lot of record.

DWELLING, TWO-FAMILY — A building containing two dwelling units only on a single lot of record.

DWELLING UNIT — A single unit with one or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for the use of one family only.

FAMILY — One, two, or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.

FAMILY DAY-CARE — A facility located in a residential structure, which is owner occupied as a family residence, that provides daytime care of more than three hours per day per child for three to 12 infants, preschool children, and school age children six to 12 years of age for compensation. A family day-care includes those day-care facilities defined by New York State in 18 NYCRR Part 413 as "family day-care home" and "group family daycare home." Such facility must be licensed by New York State and operated in accordance with all applicable regulations.

FLOOR AREA, BUILDING — The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

FRONTAGE — The length of a lot that borders a single street.

FRONTAGE OCCUPANCY — The percentage of the lot width which must be occupied by either a front building facade or structures that screen parking, located within the area of the front lot line and the maximum front yard setback.

FUNERAL HOME — The establishment of a funeral director or undertaker, which includes facilities for the conduct of funeral services, but not cremation.

GARAGE, PRIVATE — Part of a principal residential building, or an accessory building located on the same lot as the principal residential building, designed primarily for the storage of motor vehicles.

HEIGHT, BUILDING — The vertical distance measured from curb or grade level at the front of the building to the highest level of a flat or mansard roof or to the average height of a pitched, gable, hip or gambrel roof, excluding bulkheads, and similar constructions enclosing equipment or stairs, provided that they are less than 12 feet in height and do not occupy more than 30% of the area of the roof upon which they are located.

HOME OCCUPATION — Any use customarily conducted entirely within a dwelling or its accessory structures and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of dwelling for residential purposes and does not change the character thereof.

HOSPITAL — An institution, licensed by the State of New York, which provides primarily transient or acutely needed human physical and/or mental health services and which includes inpatient facilities.

HOTEL — A building, or portion thereof, containing rooms occupied by transient guests who are lodged for payment, with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, conference centers, recreational facilities and gift shops for the guests of the hotel.

HOUSE OF WORSHIP — A building, or portion thereof, together with its accessory buildings and uses, where persons regularly assemble for religious worship, services, and social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain ceremonies and purposes.

INDUSTRIAL USES — A business use or activity at a scale greater than home industry, involving the manufacture, fabrication, processing, reduction, assembly, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof.

IN-LAW APARTMENT — See "apartment, accessory."

LAUNDROMAT — A facility which provides self-service washing or drying for use by retail customers.

LIVE/WORK — A dwelling which is owner-occupied, and which provides a commercial ground floor space and residential space above, for the family, craft or business and retail space for creating sales.

LOT — (Includes "plot") A parcel of land occupied or capable of being occupied by one building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter.

LOT, CORNER — A lot at the junction of, and having frontage on, two or more intersecting streets.

LOT, DEPTH — The mean distance between the front and rear lot lines, measured in the general direction of its side lot lines.

LOT LINE — Any line dividing one lot from another or separating a lot from a street right-of-way line.

LOT, THROUGH — A lot having frontage on two streets, but not at the intersection of those two streets.

LOT, WIDTH — The mean distance of a lot measured at right angles to its depth, at the required setback line.

MEMBERSHIP CLUB — An unincorporated association of persons for common social purpose or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to, or associated with a profit-making venture and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

MIXED USE — A development or a single building in which there may be a blend of uses, including residential, commercial, cultural, institutional, or industrial, where those functions are physically and functionally integrated; most prominently a ground floor with a restaurant, theater, or retail shop and offices and/or residential use above.

MOBILE HOME — A structure mounted on axles and wheels containing living facilities and which was designed to be towed by an automobile or truck from place to place. Such structure will not be considered a mobile home for purposes of this chapter if it is placed on a permanent foundation and modified to meet applicable building code requirements for a residential structure.

MOTEL — See "hotel."

MUSEUM — A building serving as a repository for a collection of natural, scientific or literary curiosities, objects of interest or works of art, and arranged, intended and designed to be used by members of the public for viewing, with or without an admission charge, together with customary accessory uses, including, for example, retail sale of goods to the public; cafe food service, art, dance and music performances, literary readings, and showing of films.

NEIGHBORHOOD RETAIL — A store serving the local retail business needs of the residents of the neighborhood, including but not limited to books, flowers, clothing, groceries, and pharmaceuticals.

NONCONFORMING LOT — Any lot lawfully existing on record on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such lot is situated as a result of the enactment.

NONCONFORMING STRUCTURE — Any building lawfully existing on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such building is situated as a result of the enactment.

NONCONFORMING USE — Any use lawfully existing on the effective date of this chapter, or any amendment thereto, that does not conform to the district use regulations of this chapter for the zoning district in which such use is situated as a result of the enactment.

NURSING HOME — An institution, licensed by the State of New York, which provides nursing care and related medical services on a twenty-four-hour basis to primarily nontransient clients for remuneration.

OFFICE PARK — A group of two or more principal buildings and their accessory uses, together with any open space remaining, located on one lot, which buildings have a unified site plan and shall be designed to function as one project. The buildings in an office park shall be occupied or used principally for businesses or professional offices that are designed, constructed, and maintained on a coordinated basis.

OPEN SPACE — That portion of the lot that is unencumbered by any structure or any other impervious surface.

PARKING AREA, COMMUNITY — A building, or part thereof, or a surface used for parking vehicles for remuneration.

PARKING SPACE — A space available for the parking of one vehicle.

PARKS, OPEN SPACE AND RECREATION — Those areas owned or used by the City, other public entity or government, or nonprofit organizations that are devoted to parks, playgrounds, recreation areas, nature preserves, or open space.

PERSONAL SERVICES — An establishment that is primarily engaged in frequent or recurring provision of individual services generally related to personal needs, and is not separately defined herein. These uses may also include accessory retail sales of products related to the service provided. Examples of personal services include but are not limited to: barbershops, nail salons, massage facilities, tailors.

PROFESSIONAL OFFICE — The office of a member of a recognized profession maintained for the conduct of that profession in any of the following related categories: architectural, engineering, planning, law, interior design, accounting, insurance, real estate, medical, dental, optical, or any similar type of profession.

PUBLIC UTILITY — Any person, firm, corporation, or governmental agency duly authorized to furnish to the public, under governmental regulation, electricity, gas, water, sewage treatment, steam, cable television, telephone, or telecommunications but shall not mean any person or entity that provides wireless telecommunication services to the public.

RECREATIONAL VEHICLE — A vehicular unit, which is designed as a temporary dwelling for travel, recreational, and vacation use, and which is self-propelled, mounted on, or pulled by another vehicle. Examples include, but are not limited to a travel trailer, camping trailer, truck camper, motor home, fifth-wheel trailer, or van camper.

RESIDENTIAL CARE FACILITY — A supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

RESTAURANT — Any establishment where the principal use is the preparation and sale of food and beverages to customers seated at a table or counter, served by a waiter or waitress, or at a buffet for consumption of the food on the premises. A restaurant may include the serving of alcoholic beverages and the provision of carry-out food service if they are incidental to the consumption of food and beverages. The term "restaurant" does not include a business whose principal operation is as a bar, cabaret, carry-out food service, or a fast-food establishment.

RESTAURANT, CARRY-OUT — Any establishment where food and/or beverages are prepared and served in a ready-to-consume state and whose design or principal method of operation includes one or both of the following characteristics: customers order from a menu board or serve themselves from a buffet and principally carry out their food and/or beverages for consumption off premises.

RESTAURANT, FAST-FOOD — Restaurants where most customers order and are served food inside the premises at a counter, to be taken to a table for consumption or in packages prepared to leave the premises. See "drive-thru" for where customers are served their food in a motor vehicle through a service window, in packages prepared to leave the premises.

RETAIL — A business that sells goods directly to the general public, for business, personal or household consumption, where such goods are available for immediate purchase and removal from the premises by the purchaser and are not defined elsewhere in this chapter. Retail businesses include but are not limited to hardware stores, liquor stores, newsstands, shoe stores, stationery stores, convenience stores.

RIGHT OF WAY – a legal right that allows for passage over another person's ground. As used in §300-21, a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

ROOMING HOUSE — Any dwelling, other than a boardinghouse, within which are boarding units rented individually and occupied for sleeping and/or living purposes to nontransient occupants. No common rooms are provided for the use of the residents.

SCHOOL OF GENERAL INSTRUCTION (EDUCATIONAL SERVICES) — Any public school operated under the laws of the State of New York or nonpublic school offering courses in general

instruction at least five days per week and seven months per year and generally serves students in grades corresponding to Pre-K through 12th grade.

SELF-STORAGE — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for storage of personal property.

SETBACK — The horizontal distance from such lot line to the part of the building which is nearest to such line.

SHOPPING CENTER — An area planned, as a whole with one site plan approval, for occupancy by three or more retail stores, light industrial uses, or professional offices with common accessory parking, that are designed, constructed, and maintained on a coordinated basis.

SHORT-TERM, IN-HOME LODGING FACILITY— Lodging for paying guests for no more than one room and no more than three guests and for no more than 15 days. (See "bed-and-breakfast.")

SIGN — Includes every sign, billboard, general sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

STORAGE YARD — A building or area of land where a person, firm or corporation engaged in the construction business, or a related field, stores building materials, equipment and supplies exclusively in the business as a contractor.

STORY — The portion of a building which is between one floor level and the next higher floor level, or the roof. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six or more feet above the finished grade. A cellar shall not be deemed to be a story if unfinished and without human occupancy.

STORY, HALF — A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

STREET — A public or private way which affords the principal means of access to abutting properties.

TATTOO PARLOR — Any building or premises in which a tattooist lawfully conducts his or her practice of marking a body with indelible ink or pigments.

TAXI SERVICE — A service that offers transportation in motor vehicles to persons for compensation. The business may include facilities for servicing, storing, and fueling the vehicles.

TECHNICAL SCHOOL — A school established to provide for the teaching of industrial, clerical, managerial, trade, or artistic schools.

THEATER/AUDITORIUM — A place of public assembly used for spectator presentations including movie or professional theater, indoor concert venue or other performance with temporary or permanent seating, for admission to which an entrance fee is received.

TOWNHOME — See "dwelling, row or attached."

TRAILER — Any vehicle without motive power, designed to be towed by a motor vehicle, except as defined elsewhere herein.

TRANSIENT — Temporary daily or weekly occupancy.

USE, ACCESSORY — A use that is clearly incidental to the principal use of a building or lot.

WHOLESALE — An establishment primarily engaged in the display, storage, distribution and sale of merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers, or acting as agents or brokers and buying merchandise for or selling to such individuals or companies. Such establishments are not generally open to the general public.

YARD (FROM REAR, SIDE) — The portion of the lot between the lot line and the required setback; or if no minimum setback is required the portion of the lot between the lot line and the facade of the building.

§ 300-47 **Neighborhood Commercial Overlay District.**

A. The purpose and intent of the Neighborhood Commercial Overlay District (NC) is to:

(1) Recognize the existing development pattern within the area of the City along the gateways to the City and westernmost portion of Broadway.

(2) To allow multiple uses within buildings and within lots in order to promote market-driven uses and redevelopment within targeted areas of the City, as identified in the Future Land Use Plan.

B. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require site plan approval.

(1) Retail store.

(2) Restaurant.

(3) Personal services.

(4) Professional office.

(5) Mixed use.

(6) Animal care facility.

(7) Adult day-care facility.

(8) Child-care center.

(9) Technical school.

(10) Cannabis, Retail

C. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require special use permit approval.

(1) Cannabis, Adult-Use On-Site Consumption

D. Off-street parking. Off-street parking required for the uses listed in ~~Subsection B~~ Subsections B and C shall be the same as those listed for the ~~CD~~ Commercial District.

E. Bulk and area requirements for the uses listed in ~~Subsection B~~ Subsections B and C above shall be the same as the underlying zoning.

SCHEDULE B

(USE AND BULK CHARTS)

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Residential												
Apartment house			P*	P			~~P*~~	P*	P	P*	P*	P*
Four-family dwelling			P	P*			~~P*~~	P*	P	P*	P*	P*
Two- or three-family dwelling		P*	P	P				P*	P	P	P*	P*
Row or attached dwelling (townhome)		P	P					P*		P	P*	P*
Two-family detached dwelling		P*	P	P				P*		P	P*	
One-family detached dwelling	P	P*	P	P				P*		P	P*	P*
Residential care facility			S	S				P*	P	P	P*	P*
Cooperative house		P	P	P					P	P	P*	P*
Accessory apartment	A;S	A	A	A								
Bed-and-breakfast		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
Short-term in-home lodging	A;S	A	A	A				A	A	A	A	
Boardinghouse		S	S									
Customary home occupation		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
Rooming house					S				S	S	S	S
Mixed use with residential			P*	P*			<u>P*</u>		P*	P*	P*	P*
Live/work			P*	P*					P*	P*	P*	P*

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Institutional												
Buildings, uses or facilities of any governmental unit			P*	P*	P*	P*	~~P*~~	P*	P*	P*	P*	P*
Cemetery		P*	P*	P*	P*	P*	~~P*~~	P*	P*	P*	P*	P*
College/university		P*	P*	P*					P*	P*	P*	
Community center		P*	P*	P*	P*	P*	~~P*~~	P*	P*	P*	P*	P*
Parking lot		S	S	S	P	P	~~P~~	P*	P*	S	S	S
Community parking lot	S	S	P*	P*	P	P	~~P~~	P*	P*	S	S	S
Dormitories		A	A	A	A	A	~~A~~	A	A	A	A	A
Hospital				A	A			A	A;S	A		
House of worship		P*	P*	P*	P*				P*	P*	P*	P*
Membership club					S	S	~~S~~	S	P*	P*	P*	P*
Museum					S	S	~~S~~	S	P*	P*	P*	P*
Parks, open space, recreational facilities		P	P	P	P	P	~~P~~	P*	P	P	P*	P*
Public libraries				P			~~P*~~		P*	P*		
School of general instruction			P*	P*	P*	P*			P*	P*	P*	

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial												
Activity facility					P*	P*	~~P*~~		P	P	P*	P*
Adult day-care facility				P*			P*		P	P	P*	P*
Adult uses					S	S						
Amusement center					P*	P*	~~P*~~		S	S		
Animal care facility					S	S	P*		S	S		
Assembly hall				P*	P*	P*			P*		P*	P*
Bank					P*	A	~~P*~~		P		P*	
Bar					P*	P*	~~P*~~		P	P*	P*	P*
Billiard parlor					P*	P*			P	P*	P*	
Bowling alley					P*	P*	~~P*~~		P*	P*	P*	P*
Brewing of malt beverages or distilled spirits primarily for on-site consumption					P*	P*	~~P*~~		P*	P*	P*	
Professional office			P	P	P	P	~~P~~ P*		P	P	P*	P*
Cabaret					S	S			P	P	P*	P*
Cannabis, Adult-Use On-Site Consumption					S	S	S		S	S		S
Cannabis, Industrial					P*	P*						
Cannabis, Retail					P*	P*	P*		P*	P*		P*
Car rental					S	P*			S	S	S	
Child day-care		P*;S	S	S	S		P*		P	P	P*	P*
Cottage industry		S	P	P	S	P*	~~S~~		P	P	P*	P*
Drive-thru (bank, restaurant, pharmacy, etc.)					P*		P*		P*	P*	P*	
Funeral home				P*	P*		~~P*~~		P*	P*	P*	
Hotel				P*	P*				P*	P*	P*	P*
Laundromat			P*	P*			~~P*~~		P	P		
Marina											P*	P*

Movie or professional theater, indoor concert venue				S	S				S	S	S	S
Nursing home			S	S	S		~~S~~	S	P*	P*	P*	P*
Office park					P*	P*	~~P*~~					
Personal services					P	A	~~P~~ P*		P	P	P*	P*
Restaurant					P*	A	P*		P	P	P*	P*
Restaurant, carry-out					P*	A	P*		P	P*	P*	
Restaurant, fast-food					P*	A	P*		P	P*	P*	
Retail					P	A	~~S~~ P*		P	P	P*	P*
Retail, neighborhood			S	S	P	A	~~P~~ P*		P	P	P*	P*
Self storage					P*	P*						
Shopping center					P*							
Tattoo parlor					P				P	P	P*	P*
Taxi service				S	S	S	~~S~~		P*			
Technical school					S	P*	~~S~~ P*		S	S	S	

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Industrial												
Agriculture		S	S	S	P*	P*	~~S~~	S				
Automobile gas station					S	S	~~S~~					
Automobile sales					S	S	~~S~~					
Automobile service/repair				S	S	S	~~S~~					
Automobile wash					S	S	~~S~~					
Boat repair						P*						S
Distribution facility/warehouse					P*	P*						
Dry cleaner; commercial laundry					P*	P*	~~P*~~		P*			
Industrial uses						P*						
Storage yard					P*	P*	~~S~~					
Wholesale					P	P*	~~P~~		P*			

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Residential				
Apartment house	P	P*	P*	P*
Four-family dwelling	P	P*	P*	P*
Two- or three-family dwelling	P	P	P*	P*
Row or attached dwelling (townhome)		P	P*	P*
Two-family detached dwelling		P	P*	
One-family detached dwelling		P	P*	P*
Residential care facility	P	P	P*	P*
Cooperative house	P	P	P*	P*
Accessory apartment				
Bed-and-breakfast	A;S	A;S	A;S	A;S
Short-term in-home lodging	A	A	A	
Boardinghouse				
Customary home occupation	A;S	A;S	A;S	A;S
Rooming house	S	S	S	S
Mixed use with residential	P*	P*	P*	P*
Live/work	P*	P*	P*	P*

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Institutional				
Buildings, uses or facilities of any governmental unit	P*	P*	P*	P*
Cemetery	P*	P*	P*	P*
College/university	P*	P*	P*	
Community center	P*	P*	P*	P*
Parking lot	P*	S	S	S
Community parking lot	P*	S	S	S
Dormitories	A	A	A	A
Hospital	A;S	A		
House of worship	P*	P*	P*	P*
Membership club	P*	P*	P*	P*
Museum	P*	P*	P*	P*
Parks, open space, recreational facilities	P	P	P*	P*
Public libraries	P*	P*		
School of general instruction	P*	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Activity facility	P	P	P*	P*
Adult day-care facility	P	P	P*	P*
Adult uses				
Amusement center	S	S		
Animal care facility	S	S		
Assembly hall	P*		P*	P*
Bank	P		P*	
Bar	P	P*	P*	P*
Billiard parlor	P	P*	P*	
Bowling alley	P*	P*	P*	P*
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	
Professional office	P	P	P*	P*
Cabaret	P	P	P*	P*
Car rental	S	S	S	
Cannabis, Adult-Use On-Site Consumption	S	S		S
Cannabis, Industrial				
Cannabis, Retail	P*	P*		P*
Child day-care	P	P	P*	P*
Cottage industry	P	P	P*	P*
Drive-thru (bank, restaurant, pharmacy, etc.)	P*	P*	P*	
Funeral home	P*	P*	P*	
Hotel	P*	P*	P*	P*
Laundromat	P	P		
Marina			P*	P*
Movie or professional theater, indoor concert venue	S	S	S	S
Nursing home	P*	P*	P*	P*
Office park				
Personal services	P	P	P*	P*
Restaurant	P	P	P*	P*
Restaurant, carry-out	P	P*	P*	
Restaurant, fast-food	P	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Retail, neighborhood	P	P	P*	P*
Self storage				
Shopping center				
Tattoo parlor	P	P	P*	P*
Taxi service	P*			
Technical school	S	S	S	
Industrial				
Automobile gas station				
Automobile sales				
Automobile service/repair				
Automobile wash				
Agriculture				
Boat Repair				S
Distribution facility/warehouse				
Dry cleaner; commercial laundry	P*			
Industrial uses				
Storage yard				
Wholesale	P*			

Schedule of Bulk, Area, and Parking Regulations: Commercial and Industrial Zones

Use	Commercial Use Type	Industrial Use Type	Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Activity Facility	P*	P*	~~P*~~	P	—	—	—	4	45	60%	1 per 4 people allowed during maximum occupancy
Adult day-care facility			P*	P	—	—	—	4	45	60%	1 per 300 square feet
Adult Uses	S	S			—	—	—	4	45	60%	1 per 2 people allowed during maximum occupancy
Agriculture	P*	P*	~~S~~		As determined by City Planning Board and in accordance with facility master plan						
Amusement center	P*	P*	~~P*~~	S	—	—	—			60%	1 per 200 square feet
Animal care facility	S	S	P*	S	—	—	—	4	45	60%	1 per 200 square feet
Assembly hall/banquet hall	P*	P*		P*	—	—	—	4	45	60%	1 per 3 people allowed during maximum occupancy

Automobile gasoline station	S	S	~~S~~		10	5	10	1	15	60%	1 per 3 gas pumps; plus parking for accessory uses
Automobile service/repair	S	S	~~S~~		10	5	10	2	25	60%	2 per repair bay
Automobile wash	S	S	~~S~~		10	5	10	1	15	60%	*
Bank	P*	A	~~P*~~	P	—	—	—	4	45	60%	1 per 300 square feet
Bar	P*	P*	~~P*~~	P	—	—	—	4	45	60%	1 per 150 square feet
Billiard parlor	P*	P*		P	—	—	—	4	45	60%	1.5 per table
Boat repair		P*			10	5	10	2	25	60%	As determined by City Planning Board
Bowling alley	P*	P*	~~P*~~	P*	—	—	—	4	45	60%	3 per lane; plus parking for accessory uses if such uses occupy more than 300 square feet
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	~~P*~~	P*	10	10	10	4	45	70%	1 per 1,000 square feet
Business or professional office; office	P	P	~~P~~ P*	P	—	—	—	4	45	60%	1 per 300 square feet

Cabaret	S	S		P	—	—	—	4	45	60%	1 per 100 square feet
Cannabis, Adult-Use On-Site Consumption	S	S	S	S	—	—	—	4	45	60%	1 per 150 square feet
Cannabis, Industrial	P*	P*	—	—	—	—	—	4	45	60%	1 per 150 square feet
Cannabis, Retail	P*	P*	P*	P*	—	—	—	4	45	60%	1 per 150 square feet
Car rental	S	P*		S	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for rental vehicles
Cemetery (3)	P*	P*	~~P*~~	P*	20	20	20	2	25	As determined by City Planning Board	
College/university				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		~~P*~~		—	—	—	4	45	60%	1 per 500 square feet
Child day-care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/warehouse	P*	P*			10	10	10	3	35	70%	1 per 1,000 square feet
Drive-thru	P*		~~P*~~	P*	—	—	—	4	45	60%	As determined by City Planning Board
Dry cleaner/commercial laundry	P*	P*	~~P*~~	P*	10	10	10	3	35	70%	1 per 500 square feet

Funeral home	P*		~~P*~~	P*	—	—	—	4	45	60%	1 per 100 square feet or, 1 per 5 seats in chapel, whichever is greater
Hospital	A			A/S	As determined by City Planning Board and in accordance with facility master plan.						
Hotel/motel	P*			P*	—	—	—	4	45	60%	1.0 per room; plus parking for accessory uses
House of worship	P*			P*	0	20	20	4	45	70%	1 per 5 seats
Industrial uses		P*			10	10	10	3	35	70%	1 per 1,000 square feet
Membership club	S	S	~~S~~	P*	—	—	—	4	45	60%	As determined by City Planning Board
Movie or professional theater	S			S	—	—	—	4	45	60%	1 per 4 seats
Museum	S	S	~~S~~	P*	—	—	—	4	45	60%	1 per 300 square feet
Nursing home	S		~~S~~	P*	0	10	20	6	60	55%	1 per 4 beds, or as determined by City Planning Board

Park	P	P	~~P~~	P	—	—	—				As determined by City Planning Board
Parking area, community	P	P	~~P~~	P*	5	5	5	4	45		
Personal services	P	A	~~P~~ P*	P	—	—	—	4	45	60%	1 per 300 square feet
Residential care facility				P	0	5	20	4	45	55%	0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	—	—	—	4	45	60%	1 per 100 square feet
Restaurant, carry-out	P*	A	P*	P	—	—	—	2	25	60%	1 per 100 square feet
Restaurant, fast-food	P*	A	P*	P	—	—	—		25	60%	1 per 100 square feet
Retail store	P	A	~~S~~ P*	P	—	—	—	2	45	60%	1 per 300 square feet
Retail, neighborhood	P	A	~~P~~ P*	P							
Rooming house	S			S	—	—	—	4	45	60%	0.5 per boarding unit
Self storage	P*	P*			10	10	10	4	45	70%	1 per 1,000 square feet
Shopping center	P*				—	—	—	4	45	60%	1 per 300 square feet
Tattoo parlor	P			P	—	—	—	4	45	60%	1 per 300 square feet

Taxi service	S	S	~~S~~	P	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for all fleet vehicles
Technical school	S	P*	~~S~~ P*	S	—	—	—	4	45	60%	As determined by City Planning Board
Wholesale	P	P*	~~P~~	P*	10	10	10	4	45	70%	1 per 1,000 square feet

NOTES:

-1 Must also comply with § **300-53**.

-2 Parking subject to Article **IX**

-3 Cemetery must have a minimum lot size of 40,000 square feet.

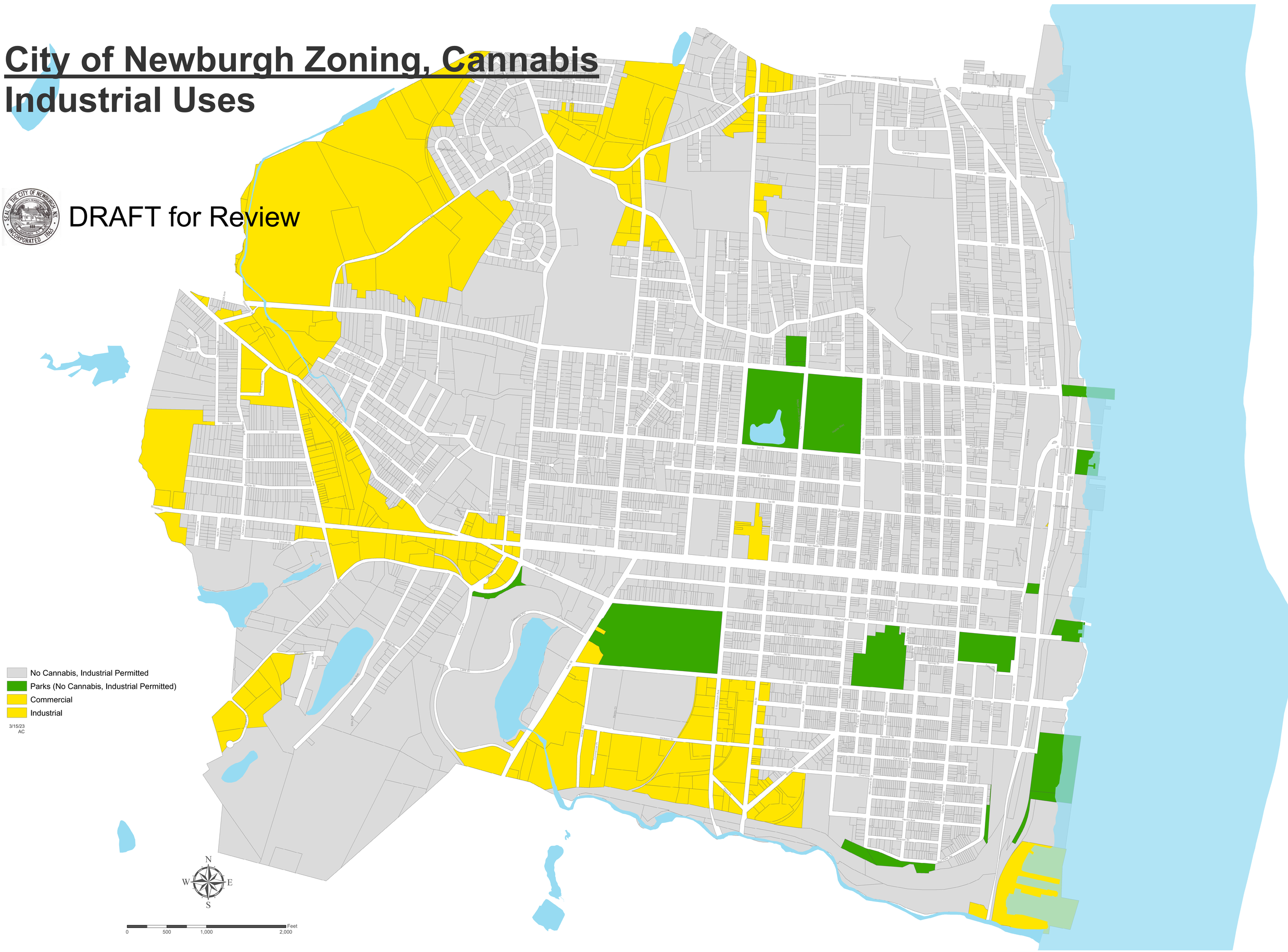
Accessory structures and uses are permitted pursuant to § **300-31**, Accessory uses and structures, as well as the other applicable sections of this chapter.

ZONING MAPS

(FOR REFERENCE ONLY)

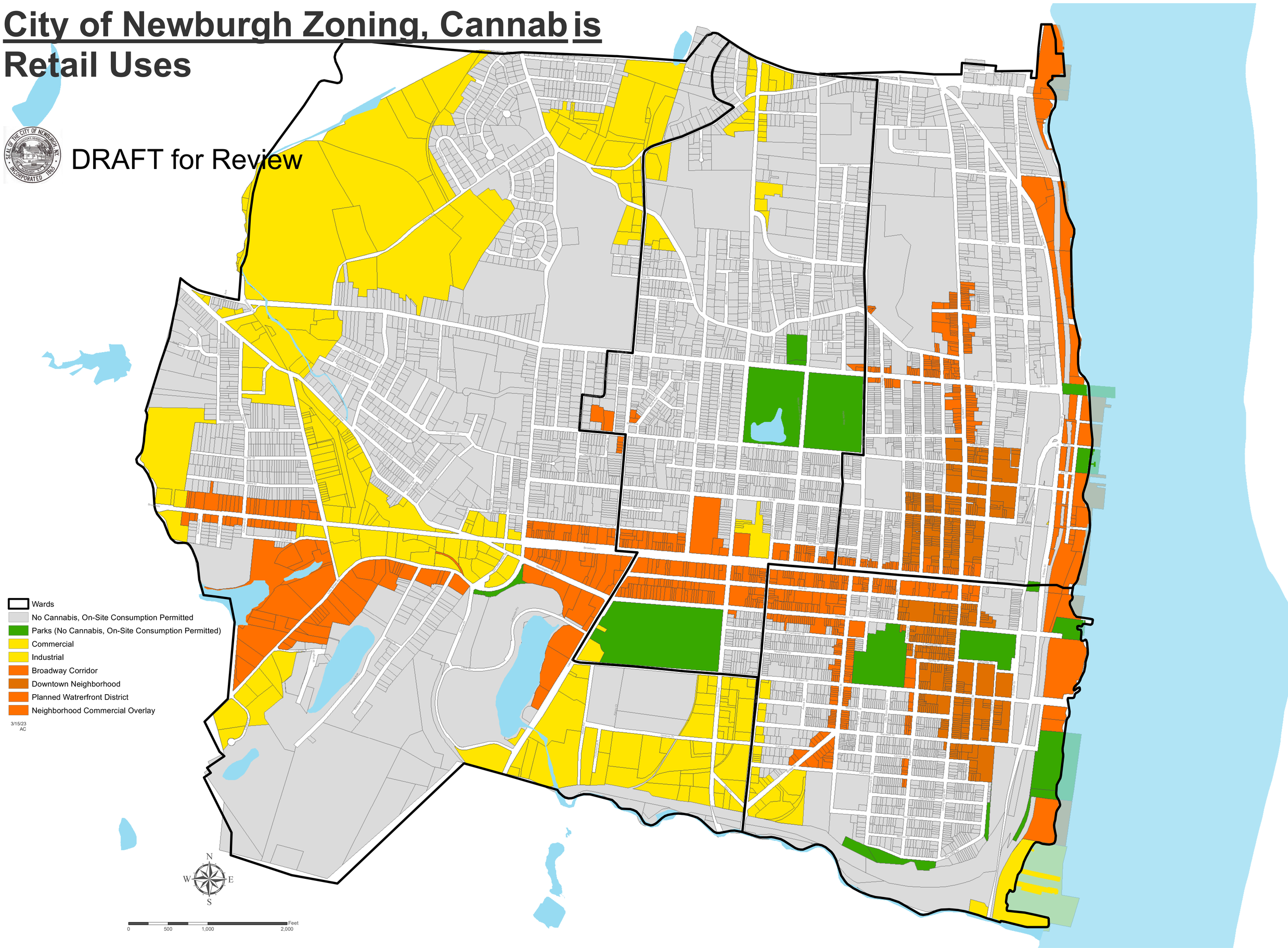
City of Newburgh Zoning, Cannabis Industrial Uses

DRAFT for Review



City of Newburgh Zoning, Cannabis Retail Uses

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City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed)

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