CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 27, 2025
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 12, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 12 de mayo de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

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

6. Resolution No. 114 - 2025 - July 4th Fireworks

   Resolution authorizing the City Manager to accept a proposal and execute a contract with July 4 Ever Fireworks, Inc. & Rocco Polifrone for the 2025 City of Newburgh Fourth of July Celebration on Friday, July 4, 2025 for the amount of $25,000.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con July 4 Ever Fireworks, Inc. y Rocco Polifrone para la celebración del 4 de julio de 2025 en la Ciudad de Newburgh, el viernes 4 de julio de 2025, por el monto de $25,000.00

7. Resolution No. 115 - 2025 - 40 Benkard Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Dupar Realty to the premises known as 40 Benkard Avenue (Section 45, Block 3, Lot 10)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Dupar Realty a las instalaciones conocidas como 40 Benkard Avenue (Sección 45, Bloque 3, Lote 10)

8. Resolution No. 116 - 2025 - Agreement with Cary Institute of Ecosystems Studies for Camera Installation to study Urban Biodiversity of City of Newburgh Land

   Resolution authorizing the City Manager to enter into a license agreement with Cary Institute of Ecosystems Studies to allow use and access to five City-owned properties for an urban biodiversity research project

   Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo de licencia con Cary Institute of Ecosystems Studies para permitir el uso y acceso a cinco propiedades de la ciudad para un proyecto de investigación sobre biodiversidad urbana

9. Resolution No. 117 - 2025 - Resolution Declaring Lead Agency and Issuing a Negative Declaration for the Hillside BOA Plan

   Resolution of the City Council of the City of Newburgh declaring itself Lead Agency, accepting parts II and III of the full Environmental Assessment Form and issuing a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") with respect to advancing to Step Two the Brownfield Opportunity Area Nomination for the City of Newburgh, Hillside BOA Plan

   Una resolución del Concejo Municipal de la Ciudad de Newburgh declarándose agencia principal, aceptando las partes II y III del Formulario de Evaluación Ambiental completo y emitiendo una Declaración Negativa en conformidad con la Ley Estatal de Revisión de Calidad Ambiental ("SEQRA"), con respecto al avance a la Segunda Etapa de la Nominación del Área de Oportunidad Brownfield para la Ciudad de Newburgh, Plan BOA de Hillside

10. Resolution No. 118 - 2025 - Nomination of the City of Newburgh, NY Hillside Brownfield Opportunity Area to the NYS Department of State

    Resolution to submit the nomination of the City of Newburgh, NY Hillside in the Brownfield Opportunity Area (BOA) Program to the New York State Department of State for official designation

    Resolución para presentar la candidatura de la ciudad de Newburgh, Nueva York, Hillside, al Programa de Área de Oportunidad Brownfield (BOA) ante el Departamento de Estado del Estado de Nueva York para su designación oficial

11. Resolution No. 119 - 2025 - Agreement for Professional Services for Historic Preservation for the African American Civil Rights Grant

    Resolution authorizing the City Manager to execute a contract with Simple Design Studio - Architects, P.C. to provide historical preservation research services in connection with the National Park Service African American Civil Rights Program Grant and Oral History Project

    Resolución que autoriza al Gerente de la Ciudad a firmar un contrato con Simple Design Studio - Architects, P.C. para proporcionar servicios de investigación sobre preservación histórica en relación con la subvención del Programa de Derechos Civiles Afroamericanos del Servicio de Parques Nacionales y el Proyecto de Historia Oral

12. Resolution No. 120 - 2025 - ADP Time Clocks

    Resolution authorizing the City Manager to execute a sales order with ADP, Inc. for timeclock replacement and related services at the current annual cost of $18,475.20

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una orden de venta con ADP, Inc. para el reemplazo de relojes de fichar y servicios relacionados a un costo anual de $18,475.20

13. Resolution No. 121 - 2025 - Frank Masterson Recreation Area License Agreement - Mountain Valley Guides LLC

    Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and the use of the Frank Masterson Recreation Area to provide kayak rentals and tours

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y el uso del Área Recreativa Frank Masterson para proporcionar alquileres y excursiones de kayak

14. Resolution No. 122 - 2025 - 2025-2026 Gun Involved Violence Elimination (GIVE) Initiative

    Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of $856,910.00 with a City match of 25% for salary and benefits for all GIVE funded positions for the period July 1, 2025 to June 30, 2026

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia

Involucrada con Armas de Fuego ("GIVE") para mejorar el cumplimiento de la ley en la Ciudad de Newburgh para lograr una reducción de la delincuencia sostenida y a largo plazo por el monto de $856,910.00 con una contrapartida de la Ciudad del 25% para sueldos y beneficios para todos los puestos financiados por GIVE para el periodo del 1 de julio de 2025 al 30 de junio de 2026

15. Resolution No. 123 - 2025 - CNPD and OCDA MOA

    Resolution authorizing the City Manager to enter into a cooperation agreement with the County of Orange

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo de cooperación con el Condado de Orange

16. Resolution No. 124 - 2025 - Home Rule Request - S6927 / A7320-A - Hotel Tax Extender

    Resolution requesting the New York State Legislature to enact Senate Bill S6927-A and Assembly Bill A7320-A extending the authority of the City of Newburgh to impose a hotel and motel tax

    Resolución que solicita a la Legislatura del Estado de Nueva York promulgar el Proyecto de Ley S6927-A del Senado y el Proyecto de Ley A7320-A de la Asamblea que extiende la autoridad de la Ciudad de Newburgh para imponer un impuesto a hoteles y moteles

17. Resolution No. 125 - 2025 - Appointment of Thomas Foti to Civil Service Commission

    Resolution re-appointing Thomas Foti to the Municipal Civil Service Commission of the City of Newburgh

    Resolución que renombra a Thomas Foti para la Comisión Municipal de Administración Pública de la Ciudad de Newburgh

18. Resolution No. 126 - 2025 - Appointment of Christopher Omar to PCRRB

    A resolution appointing Christopher Omar as At-Large member to the Police Community Relations and Review Board

    Una resolucion nombrando a Christopher Omar como miembro general de la Junta Comunitaria de Revisión y Relaciones Policiales

19. Resolution No. 127 - 2025 - To Execute a Payment of Claim with Stefany Martinez

    Resolution authorizing the City Manager to execute a payment of claim with Stefany Martinez in the amount of $13,000.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de

pago con Stefany Martinez por el monto de $13,000.00

20. Resolution No. 128 - 2025 - To Execute a Payment of Claim with Eduardo Gervacio Garcia

    A resolution authorizing the City Manager to execute a payment of claim with Eduardo Gervacio Garcia in the amount of $60,000.00

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Eduardo Gervacio Garcia por el monto de $60,000.00

21. Resolution No. 129 - 2025 - Authorizing a Settlement Agreement for 31 Lutheran Street

    A resolution authorizing the City Manager to execute a settlement agreement in connection with the premises located at 31 Lutheran Street (Section 29, Block 3, Lot 17)

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación en relación con las instalaciones ubicadas en 31 Lutheran Street (Sección 29, Bloque 13 Lote 17)

22. Resolution No. 130 - 2025 - Authorizing a Settlement Agreement for 16 William Street

    A resolution authorizing the City Manager to execute a settlement agreement in connection with the premises located at 16 William Street (Section 35, Block 3, Lot 14)

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación en relación con las instalaciones ubicadas en 16 William Street (Sección 35, Bloque 3, Lote 14)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 114 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH JULY 4 EVER FIREWORKS, INC. & ROCCO POLIFRONE FOR THE 2025 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION ON FRIDAY, JULY 4, 2025 FOR THE AMOUNT OF $25,000.00

WHEREAS, the City of Newburgh duly advertised for proposals in Solicitation No. 7.25 for fireworks for the 2025 Fourth of July celebration on Friday, July 4, 2025; and

WHEREAS, the City received one (1) proposal, and July 4 Ever Fireworks, Inc. / Rocco Polifrone submitted the sole proposal for fireworks for the 2025 Fourth of July celebration at a cost of twenty-five thousand dollars ($25,000.00); and

WHEREAS, funding for the Fourth of July celebration fireworks display shall be derived from the 2025 budget – A.7550.0400.0001; and

WHEREAS, this Council has determined that accepting the proposal of July 4 Ever Fireworks, Inc. / Rocco Polifrone is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with July 4 Ever Fireworks, Inc. & Rocco Polifrone for a fireworks display for the 2025 City of Newburgh Fourth of July celebration on Friday, July 4, 2025, at a cost of $25,000.00.

14. SUBMITTAL FORM A – BID FORM WITH TECHNICAL PROPOSAL

I(We) hereby propose the following Bid for a July 4th 2025 fireworks display at 2 Washington Street, Newburgh, NY 12550 in accordance with the IFB solicitation. By signing and submitting this bid for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this IFB as presented without reservation or alteration.

Bid Price will be for Friday, July 4, 2025 and for rain date of Saturday, July 5, 2025.

Bid Price $25,000.00

Attach:

TECHNICAL PROPOSAL

- Length of Display (minimum 20-25 minutes)
- A description of the display i.e., opening, main, finale, etc.
- A description of shells to be used in the show along with the total number of each type of shell, size of shell (circumference).

Company: July 4 Ever Fireworks & Rocco Polifrone Phone #1-845-564-0184 Email nyjuly4ever@gmail.com

Submitted By Anthony Esposito

Signature of Authorized Representative

Printed Name/Title/Date Anthony Esposito President / Owner April 8th, 2025

JULY 4 EVER



FIREWORKS

City of Newburgh

PROPOSAL

JULY 4 EVER FIREWORKS how we started...where we are now!

July 4 Ever Fireworks *company has been in the fireworks industry for over 40 wonderful years. We have always been family owned and operated because of our love and passion we have for fireworks.*

Our journey *started as wholesalers to the industry, we imported fireworks that were used in thousands of displays throughout the country and abroad. At one time we were the largest importers on the East coast with the most talked about facility with our Military bunkers used to house fireworks. We have loyal employees from our office staff to our dedicated trained Pyrotechnicians.*

Our company *does displays all year long from the hottest days of summer to the coldest days of winter. Our year-round displays have allowed us to keep our steady clients happy and able to do their biggest Fourth of July displays to their New Years Eve display and every special event in between. Our displays have been seen on TV, from New York to Las Vegas, Barges, Lakes, Beaches, Ball stadiums, National Geographic, around the NYC area, Chinese New Year, Towns, Villages, Corporate events, Weddings and many more.*

Our number one priority *has always been safety. We pride our company on safety and making sure our clients mind is at ease knowing our commitment and dedication is to assure every show is tailored designed for the location and audiences to have the best experience and a spectacular night to remember.*

All Permits, *licensing, insurance, workers compensation will be promptly done in our office in a timely manner from the initial signing of the contract. We will do all meetings for sight inspections, and Town Hall meetings (if required).*

Our commitment *is to provide each client a choreographed show designed by a team dedicated to making sure each show is uniquely planned. We use the highest-grade quality pyrotechnics for ALL our displays and guarantee the best display for every budget.*

Our team *is one of a few who proudly answers all calls anytime day or night, being able to speak to a representative if any questions should arise. Our customer service is exceptional, and we proudly give references should they be requested.*

Reputation Is everything:

***What you can expect**: High impact, rhythm like dancing fireworks especially if choreographed to music. There is a WOW opening, a body which will captivate and keep audiences engaged with special designs, variety of colors and multiple effects, our finale will consist of a barrage of fireworks that will leave audiences applauding for more!*

Thank you. We look forward to working with you!

Synopsis of Services

- SHOW DATE: July 4th, 2025 Rain Date July 5th, 2025
- PROGRAM BUDGET: $25,000.00
- EFFECT LIST: See Attached
- PERSONNEL: NYS Licensed Tech & Assistants
- TRANSPORTATION: July 4 Ever Vehicle
- PERMITS: As Required by City
- INSURANCE As Required by Sponsor

Fireworks Display Synopsis

SHOW DATE: July 4th, 2025

RAIN DATE: July 5th, 2025

BUDGET: $25,000.00

CLIENT: City of Newburgh

ITEM DESCRIPTION	QUANTITY	NUMBER OF SHOTS
OPENING:		
2"	120	120
3"	30	30
4"	6	6
5"		
6"		
Repeaters	360	360
BODY OF DISPLAY:		
2"		
3"	360	360
4"	180	180
5"	124	124
6"		
Repeaters	960	960
FINALE:		
2"	360	360
3"	150	150
4"	120	120
5"	40	40
6"		
Repeaters	800	800
TOTAL:		3610

July 4 Ever reserves the right to make product substitutions equal to or greater in value to the original quoted product in the event inventory fluctuates between contract execution and show date.

July 4 Ever Effects

X Shape Red/ Green Stars With White Strobe Mine

X Shape Blue & Gold Strobe Willow Tail

Straight Salute W/ Color Tails

Break (5 Inch)

Double Break (6 Inch)

Mixed Effects

Z Shape Whistling Tail To Brocade With White Strobe

Straight Whistling To Thunder (Instant)

Straight Whistling To Thunder (Instant)

Straight Brocade Mine To Brocade Crown

Straight Blue Tail To Flower Crown With Red/ Blue

Z Shape Brocade Tail Spit Brocade Waterfall With Red/ Green Strobe Pistil

Z Shape Blue Tail To Nishiki Willow W/ Color Pearls

Fan Shape Nishiki Willow W/ Color Falling Leaves

Z Shape Brocade Crown W/ Color Falling Leaves

July 4 Ever Effects

Z Shape Gold Horse Tail W/ Blue Pearls

Straight Brocade Break Alternate White Strobe Color Falling Leaves With B/ R Tails

Straight Red/ Green/ Blue Tail To Ti-Gold Palm With Red/ Green/ Blue Dahlia

Straight Brocade Tail To Gold Pine With Red/Green/Blue

Straight Gold To Brocade W/ Teal/Purple/Orange/Blue Dahlia

Half Red Half Blue With White Strobe Pistil

Z Shape Brocade Crown W/ Color Falling Leaves

X Shape Red/Green/Blue Tail To White Strobe With Green/Purple/Orange Dahlias

X Shape Red/Green/Blue Tail To White Strobe With Green/Purple/Orange Dahlias

Blue Tail Salute W/ Red Strobe Mine

Fan Shape Brocade Mine To Brocade

Z Shape Brocade Horse Tail W/ White Strobes

July 4 Ever Effects

Brocade Crown W/ Color Falling Leaves

Multiple Reports

Blue Star Mine & Neon Glittering Tail To Special White Brocade Crown

Blue Star Mine And Neon Glittering Tail To Gold Ti Willow

Blue Star Mine And Neon Glittering Tail to Red, Green Falling Leaves And Blue Star

Blue Star Mine And Neon Glittering Tail To Red, Sea Blue Stars W. White Strobe

Blue Tail To Gold Ti Willow & Blue Star

Blue Tail To Silver Nishiki Willow, Blue Star & Red Strobe

Red Coconut Tail To Silver Plum & Red Dahlia

Special White Brocade Crown To Red, Orange Dahlia

Blue Tail To Gold Nishiki Willow

Red Tail To Thunder(Instant)

Red Tail To Brocade Crown(Instant)

Straight Whistling To Thunder

Straight Whistling To Thunder(Instant)

Assorted Nishiki Willow Effect

Assorted Tiger Tails To Huge Break

July 4 Ever Effects

Red/ Green/ Orange Dahlia Special White Strobe

Pigeon Blood Blue Dahlia

Green/ Blue Dahlia Red Lace

Purple/ Green/ Blue Dahlia Gold Lace

White Strobe Pigeon Blood Dahlia

Red Peony Time Rain Pistil

Time Rain Chrys.

Silver Crackling Willow Green Strobe Brocade Crown

Special Red/ Green/ Blue Brocade

Red/ Green/ Gold Strobe Brocade To Laser Willow

Silver Palm White Strobe

Gold Willow To Red

Green Willow White Strobe Pistil

Gold Willow Brocade

Red Strobe Willow Blue Stars

Gold Strobe Willow Color Dahlia

Color Palm

Gold Willow To Color With White Strobe

Red/ Green/ Orange/ Yellow To Silver Palm

Blue Palm

July 4 Ever Effects

Red Lace Ring

Brocade To Blue Ring

Blue Ring

Gold Splash Ring

Delay Time Rain Ring

Quick Crackle Ring

White Strobe Red Moving Mine To Purple/ Green/ Blue With White Lace

Color Dahlia White Strobe Mine To Brocade Green Strobe

Gold Blue Mine To Red/ Green/ Blue With Quick Crackle

Gold Willow To Color With Silver Strobe Mine To Gold Willow White Strobe Gold Willow To Red/ Green Strobe Mine To White Lace Green Tail

Brocade To Red Mine To Color Palm With Crackle

Blue To Green Mine To Timerain With Red/Green/Blue Dahlias

Special White Strobe Blue Mine To Red/ Blue Dahlia White Strobe

Crackling Silver Fish Mine To White Strobe Red Tail

Silver Crackling Wave With Green Mine To Red/ Green/ Blue Wave White Strobe

July 4 Ever Effects

Green Palm To Timerain Mine To Red/ Green/ Blue Dahlia White Strobe Red Palm Crackling+Blue Palm Crackle

Pigeon Blood+Blue To Brocade

Brocade Red Strobe+Green Palm Red Lace

Brocade+Pigeon Blood

Blue/ Green Dahlia With White Strobe +Pigeon Blood With White Strobe



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever & Rocco Polifrone may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever & Rocco Polifrone . If the Client's financial conditions become unsatisfactory to July 4 Ever & Rocco Polifrone , July 4 Ever & Rocco Polifrone , may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever & Rocco Polifrone is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever & Rocco Polifrone is entitled to recover the balance due, plus accrued interest, plus attorneys fees of 10% of the amount past due, plus court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever & Rocco Polifrone , which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
12. Client agrees to hold harmless July 4 Ever & Rocco Polifrone for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever & Rocco Polifrone . July 4 Ever & Rocco Polifrone agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
13. _____

_____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

For CLIENT: **For: JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE**

_____ _____

Dated: _____ Dated: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

July 4 Ever &
Rocco Polifrone
382 Rock Cut Road
Walden, NY 12586
Office: 1-845-564-0184

July 4 Ever & Rocco
Polifrone
382 Rock Cut Rd, Walden, NY 12586
Tel: 845-564-0184

Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

CUSTOMER INFORMATION

NAME:_____

ADDRESS:_____

_____

SHOW INFORMATION

DATE:_____

RAIN DATE:_____

TIME:_____

FIRING SITE INFORMATION

LOCATION:_____

ADDRESS:_____

_____

CONTACT:_____
ONE)

PHONE:_____

STORAGE SITE INFO

LOCATION:_____

ADDRESS:_____

_____

SECURITY YES OR NO (CIRCLE

CONTACT PERSON

NAME:_____

ADDRESS:_____

_____

PHONE:_____

FAX:_____

CELL:_____

E-MAIL:_____

ALTERNATE CONTACT

NAME:_____

ADDRESS:_____

_____

PHONE:_____

FAX:_____

CELL:_____

E-MAIL:_____

JULY 4 EVER FIREWORKS INC., & ROCCO POLIFRONE



WALDEN, NY 12586
PHONE (845) 564-0184
E-mail: nyjuly4ever@gmail.com

April 8th, 2025
Robert Van Vlack
RVanVlack@cityofnewburgh-ny.gov
1-845-569-7395

Dear Robert,

Thank you for giving us the opportunity to quote you a price on an exclusive Fireworks Display.

We are confident that the combination of quality, service, and price that we offer is unmatched anywhere. After you've finished your own research, we think you'll agree.

Enclosed is a copy of our proposal, product information, and a company letter. Should you accept our proposal, please sign the contract and send us via facsimile a copy so we may hold the date then you may forward the original by mail. We look forward to serving you.

If, at any time, you have a question, please call me at (845) 564-0184 Thank you once again for inquiring about a Display for your special occasion.

Sincerely,

Anthony Esposito

Anthony Esposito



JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this 8th day of April , 2025 by and between **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE** , of Walden, NY (hereinafter referred to as "July 4 Ever & Rocco Polifrone "),

AND

City of Newburgh (hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever & Rocco Polifrone and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

July 4 Ever & Rocco Polifrone agrees:

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever & Rocco Polifrone for the Fireworks as follows:

Display Date: July 4th, 2025 **Postponement Date:** July 5th, 2025

Contract amount: $ 25,000.00 ; 10% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever , unless otherwise authorized in writing;
NO CASH shall be paid to any agent or employee of July 4 Ever & Rocco Polifrone without written authority.

2. JULY 4 EVER & ROCCO POLIFRONE further agrees to furnish, sufficient trained personnel to present a display.

CLIENT further agrees:

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

Permit fee not included in pricing
Duration: 20-25 Minutes

The PARTIES mutually agree:

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15%. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is canceled and there will be a charge to cover the costs of cancellation of 50%.
5. July 4 Ever & Rocco Polifrone reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time
of delivery, functional character or display performance. July 4 Ever & Rocco Polifrone reserves the right to use multiple subcontractors in the setup and licensing of the display
6. If the location of the firing site, spectator's location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever & Rocco Polifrone or its agents or personnel, July 4 Ever & Rocco Polifrone may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever & Rocco Polifrone may cancel the display without further liability to the Client for such cancellation.

15. SUBMITTAL FORM B – COMPANY INFORMATION

(IF NECESSARY, ATTACH DOCUMENTATION TO SUPPORT RESPONSE)

1. Is the company registered to do business in the State of New York?
   Yes please see attached 1

2. Provide information on management and staff experience and their training. Include certifications.
   Anthony Esposito American Pyrotechins Association Certified Please see attached
   Michael Ilissyn American Pyrotechins Association Certified Please see attached
   Rocco Polifrone American Pyrotechins Association Certified Please see attached
   Please see attached 2 - 9

3. Have you had two (2) consecutive years' experience as an owner and operator of a fireworks display event business? Describe.
   Yes we have been in doing fireworks display business since 2011

4. Have you been awarded and performed at least two (2) fireworks display events for a municipality. The contract should be for similar services required by this solicitation. Describe. Provide reference(s).

   Please see attached 10

Company: July 4 Ever Fireworks & Rocco Polifrone Phone # 1-845-564-0184 Email nyjuly4ever@gmail.com

Submitted By Anthony Esposito

Signature of Authorized Representative

Printed Name/Title/Date Anthony Esposito President / Owner April 8th, 2025

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	JULY 4 EVER FIREWORKS INC.
DOS ID Number:	4049622
Entity Type:	DOMESTIC BUSINESS CORPORATION
Entity Status:	EXISTING
Date of Initial Filing with DOS:	02/01/2011
Statement Status:	CURRENT
Statement Due Date:	02/28/2025

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 06, 2023 at 03:53 P.M.

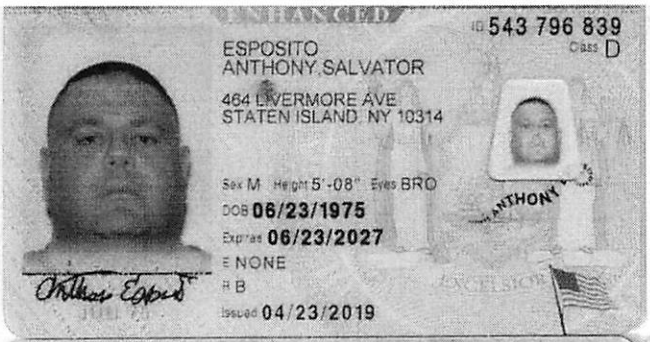
ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100003274763 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

2


UNENHANCED
ID 543 796 839
Class D
ESPOSITO
ANTHONY SALVATOR
464 LIVERMORE AVE
STATEN ISLAND, NY 10314
Sex M Height 5'-08" Eyes BRO
DOB 06/23/1975
Expires 06/23/2027
E NONE
R B
Issued 04/23/2019

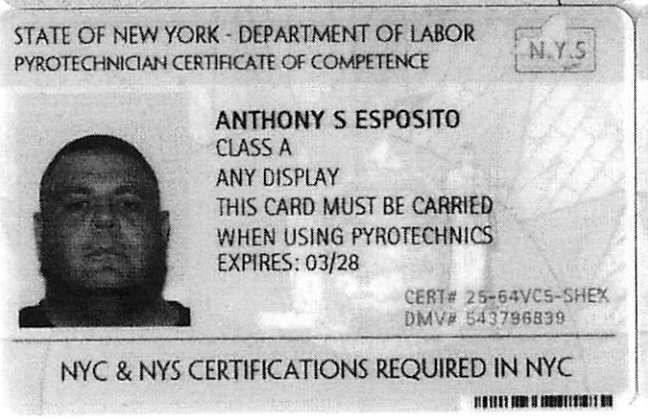
ISSUED 06/09/2023 EXPIRES 09/09/2026

NAME ANTHONY S ESPOSITO
HOME 464 LIVERMORE AVE
ADDR. STATEN ISLAND, NY 10314-2178

NOT FDNY EMPLOYEE

FEE $ 5 CAT. E18 TYPE Fitness
DESC. PYROTECHNIC SPECIAL EFFECT

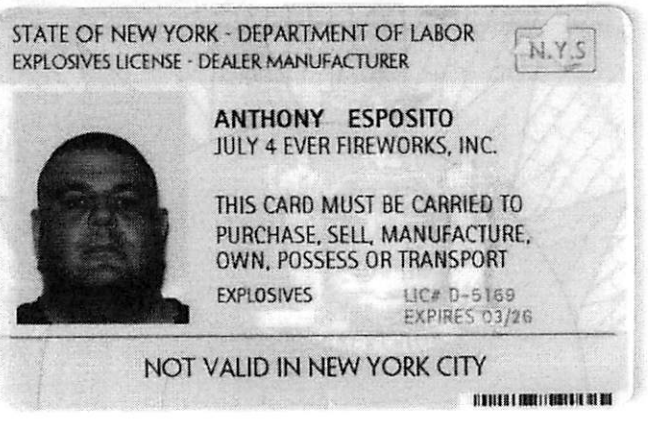
EMPLOYER JULY 4 EVER INC
WORK
LOCATION ,


STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE
N.Y.S

ANTHONY S ESPOSITO
CLASS A
ANY DISPLAY
THIS CARD MUST BE CARRIED
WHEN USING PYROTECHNICS
EXPIRES: 03/28

CERT# 25-64VCS-SHEX
DMV# 543796839

NYC & NYS CERTIFICATIONS REQUIRED IN NYC


STATE OF NEW YORK - DEPARTMENT OF LABOR
EXPLOSIVES LICENSE - DEALER MANUFACTURER
N.Y.S

ANTHONY ESPOSITO
JULY 4 EVER FIREWORKS, INC.

THIS CARD MUST BE CARRIED TO
PURCHASE, SELL, MANUFACTURE,
OWN, POSSESS OR TRANSPORT
EXPLOSIVES

LIC# D-5169
EXPIRES 03/26

NOT VALID IN NEW YORK CITY

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S

3



MICHAEL ILISSYN
CLASS A
ANY DISPLAY
THIS CARD MUST BE CARRIED
WHEN USING PYROTECHNICS
EXPIRES: 10/27

CERT# 24-631LZ-SHEX
DMV# 449316578

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

75 APAU

CERTIFICATE OF ACHIEVEMENT

Anthony Esposito

APA Electrical Igniter Handling

05/08/2023 — Completion Date

1 Credit Hour

05/07/2025 — Renewal Date

Julie Heckman

Julie Heckman, Executive Director

Stephen Pelkey

Stephen Pelkey, President

4

75 APAU

CERTIFICATE OF ACHIEVEMENT

Anthony Esposito

APA Display Operator Training

05/01/2023

Completion Date

6 Credit Hours

04/30/2026

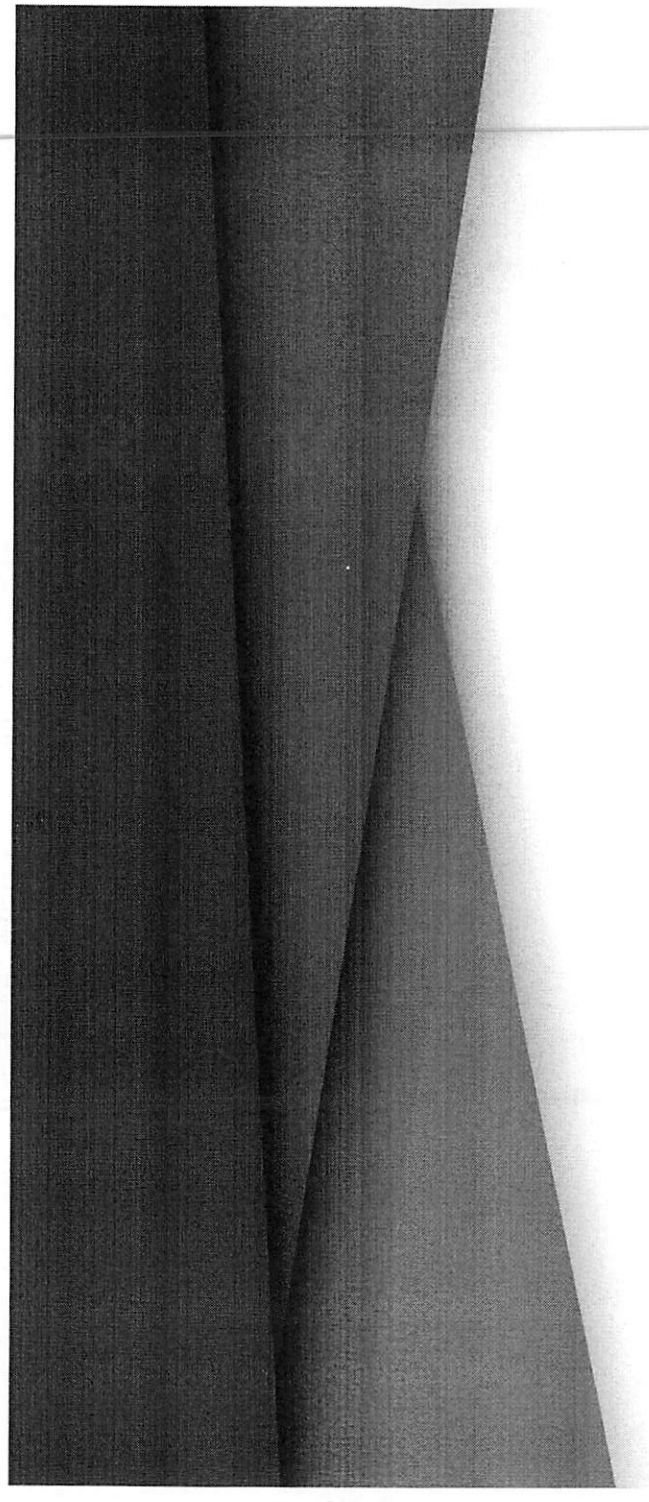
Renewal Date

Julie Heckman

Julie Heckman, Executive Director

Stephen Pelkey

Stephen Pelkey, President



75 APAU

CERTIFICATE OF ACHIEVEMENT

Michael Ilissyn

APA Display Operator Training

05/03/2023

Completion Date

6 Credit Hours

05/02/2026

Renewal Date

Julie Heckman

Julie Heckman, Executive Director

Stephen Pelkey

Stephen Pelkey, President

6

75 APAU

CERTIFICATE OF ACHIEVEMENT

Michael Ilissyn

APA Electrical Igniter Handling

03/03/2025		03/03/2027
Completion Date	**1 Credit Hour**	Renewal Date

Julie Heckman
Julie Heckman, Executive Director

Stephen Pelkey
Stephen Pelkey, President

75 APAU

CERTIFICATE OF ACHIEVEMENT

Rocco Polifrone

APA Display Operator Training

04/07/2025

Completion Date

6 Credit Hours

04/06/2028

Renewal Date

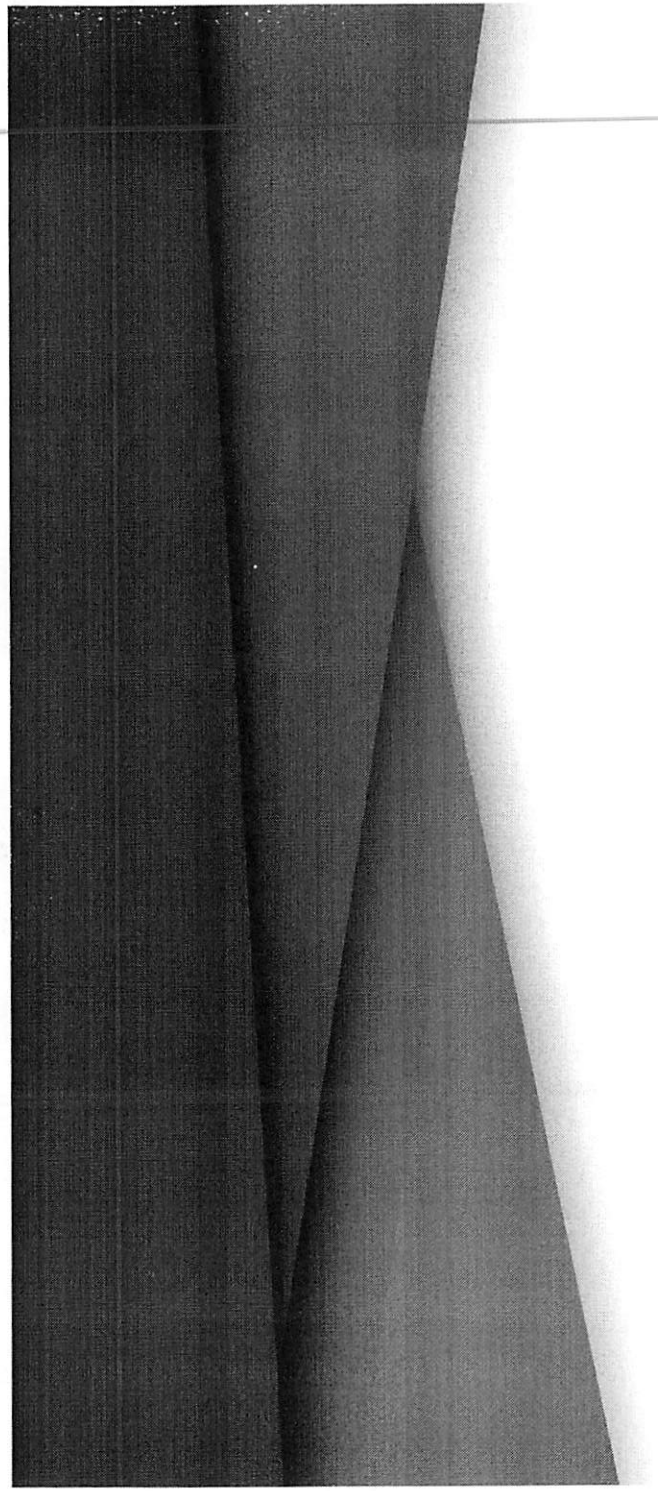
Julie Heckman

Julie Heckman, Executive Director

Stephen Pelkey

Stephen Pelkey, President

8



75 APAU

CERTIFICATE OF ACHIEVEMENT

Rocco Polifrone

APA Electrical Igniter Handling

04/07/2025
Completion Date

1 Credit Hour

04/07/2027
Renewal Date

Julie Heckman
Julie Heckman, Executive Director

Stephen Pelkey
Stephen Pelkey, President

July 4 Ever Fireworks
382 Rock Cut Road
Walden New York 12586
Office: 1-845-564-0184
Email:nyjuly4ever@gmail.com
www.july4ever.net



Staten Island Borough President Office Renne Sarno: 1-718-816-2133

Staten Island Ferry Hawks Eric Shuffler: 1-609-273-0292

New York Boulders Shawn Reilly: 1-845-364-0009

Borough of Ringwood Rynan LaCorte: 1-973-475-7129

Borough of Bergenfield Ed Volmer: 1-201-304-2330

Village of Greenwood Lake Thomas Howley: 1-845-222-8731

16. SUBMITTAL FORM C – BIDDER ACKNOWLEDGEMENT FORM

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
- Have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
- By signing and submitting this Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this solicitation as presented without reservation or alteration.

Company: July 4 Ever Fireworks & Rocco Polifrone Phone # 1-845-564-0184 Email nyjuly4ever@gmail.com

Submitted By Anthony Esposito

Signature of Authorized Representative

Printed Name/Title/Date Anthony Esposito President / Owner April 8th, 2025

Date April 8th, 2025

17. SUBMITTAL FORM D – NON-COLLUSION

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of)
) SS:
County of)

I, Anthony Esposito of the (Town, Village, City) of Walden in the County of Orange and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am President / Owner, an officer of the firm of July 4 Ever Fireworks & Rocco Polifrone the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by July 4 Ever Fireworks & Rocco Polifrone.

(Name of Contractor)

Subscribed and sworn to: _____

(Signature of Affiant above in ***BLUE*** Ink; type or print name/title below)

Name: Anthony Esposito Title: President / Owner

Before me this 8th day

of April, 2025

_____

Notary Public of

My commission expires: 3/14/27

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

ROCIO ESTERRIPA MERA
Notary Public, State of New York
No. 01ES6237047
Qualified in Orange County
Commission Expires: 03/14/2027

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

18. SUBMITTAL FORM E – CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a (3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time of the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Anthony Esposito, being duly sworn, deposes and says that he/she is the

President / Owner of the July 4 Ever Fireworks & Rocco Polifrone Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

Sworn to before me this 8th Day of April, 2025

Notary Public

ROCIO ESTERRIPA MERA
Notary Public, State of New York
No. 01ES6237047
Qualified in Orange County
Commission Expires: 03/14/2027

ATTACHMENT 8—IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[*Please Check One*]

BIDDER'S CERTIFICATION

☑ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__

_____
SIGNATURE

Anthony Esposito
PRINTED NAME

President / Owner
TITLE

Sworn to before me this

8th day of Apr, 2025

Notary Public

ROCIO ESTERRIPA MERA
Notary Public, State of New York
No. 01ES6237047
Qualified in Orange County
Commission Expires: 03/14/2027

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

July 4 Ever Fireworks Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

382 Rock Cut Rd,

Requester's name and address (optional)

6 City, state, and ZIP code

Rock Cut Rd, Walden, NY 12586

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	4	7	8	4	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** *Anthony Esposito* | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Robert VanVlack
City Purchasing Agent

Solicitation #7.25 Invitation for Bid (IFB)

July 4th Fireworks Display
Friday, July 4, 2025
(Rain Date: Saturday, July 5, 2025)
For
City Of Newburgh, New York

Solicitation Schedule (Procurement Period)

Solicitation Release Date: Tuesday, April 8, 2025
Non-Mandatory Pre-Bid Meeting: 10:00 a.m. Wednesday, April 16, 2025 – 2 Washington Street, Newburgh, NY 12550
Questions Due By: 4:00 p.m. Monday, April 21, 2025
Bid Closing: 11:00 a.m. Tuesday, April 29, 2025

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1. NOTICE TO BIDDERS

A. The City of Newburgh is seeking proposals from qualified and licensed fireworks display vendors to present a show on Friday, July 4, 2025 at 9:00 p.m. The annual event is attended by thousands of people. Rain date will be Saturday, July 5, 2025 at 9:00 p.m.

Bidder will commit to both dates.

Fireworks Display: minimum of 20-25 minutes of high intensity. There shall be a continuous visible display without delays or breaks in performance. The finale should be emphasized.

B. Event (firing) site is 2 Washington Street, Newburgh, NY 12550. The site is land-based along the Hudson River.

C. Vendor, when awarded the contract, will have to submit a permit application to the City of Newburgh Fire Department. The City will issue a permit for the event. There will be no charge for the permit application.

D. The pyrotechnic operator in charge of the display must have state certification. Safety standards must be followed.

E. The award will be made to the lowest responsible and responsive bidder.

F. The contract award will be for one year with two (2) one-year extensions, upon mutual consent of the parties.

G. Solicitation release date: Tuesday, April 8, 2025

The solicitation can be downloaded by visiting https://www.bidnetdirect.com/new-york/city-of-newburgh (vendor registration required) or by request from rvanvlack@cityofnewburgh-ny.gov.

H. A non-mandatory pre-bid meeting will be held at 10:00 a.m. Wednesday, April 16, 2025 at 2 Washington Street, Newburgh, NY 12550.

Potential bidders can at this time meet with City officials.

From this meeting, attendees can formulate any questions they may have regarding the solicitation.

I. Questions pertaining to the solicitation must be submitted by: 4:00 p.m. Monday, April 21, 2025.

Questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

J. Sealed bids (closing) are due by: 11:00 a.m. Tuesday, April 29, 2025.

Sealed bids are to be mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.

K. A public bid opening will be at: 11:15 a.m. Tuesday, April 29, 2025.

The opening will be held at City Hall, Council Chambers 3rd floor, 83 Broadway, Newburgh, NY.

L The City reserves the right to reject any and/or all bids.

M. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

2. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR

A. The vendor/contractor will be an independent contractor and not an employee of the City.

B. Subcontractors must be approved by the City. The bidder must detail any sub-contractor use in their submitted proposals.

3. SCOPE OF WORK/SERVICES

A. Event (firing) site is 2 Washington Street, Newburgh, NY 12550. The site is land-based along the Hudson River.

Event will occur on Friday, July 4, 2025 at 9:00 p.m. Rain date is Saturday, July 5, 2025 at 9:00 p.m. Bidder will commit to both dates.

The City will make the final decision concerning postponing the Friday, July 4, 2025 event and moving to the rain date.

No additional charges or fees will be paid if event is held on the rain date.

If circumstances are such that both dates are postponed a new date may be negotiated.

If the event is cancelled the awarded vendor can submit an invoice for 50% of the contract price.

B. Fireworks Display: minimum of 20-25 minutes of high intensity. There shall be a continuous visible display without delays or breaks in performance. The finale should be emphasized.

The City will secure the area for the event.

C. The pyrotechnic operator in charge of the display must have state certification.

The pyrotechnic operator is in charge of assistant technicians.

Safety standards must be followed as established by National Fire Protection Association (NFPA).

D. The vendor will submit a bid proposal detailing the proposed Fireworks Display.

- Total Price
- Length of event (minimum 20-25 minutes).
- A description of the display i.e., opening, main, finale, etc.
- A description of shells to be used in the show along with the total number of each type of shell, size of shell (circumference).

4. BIDDER QUALIFICATIONS

A. "Responsible" or "responsibility" means the financial ability, legal capacity, integrity, and past performance of a business entity and as such terms have been interpreted relative to public procurements.

B. The following shall be considered the minimum requirements to qualify for submitting a bid:

- Be an established business, registered to do business in the State of New York.
- Maintain direct employment of experienced and trained personnel for the firework display provided. NYS licensed operators/technicians.
- Have two (2) consecutive years' experience as an owner and operator providing firework display events.
- Have been awarded and performed at least two (2) fireworks display events for a municipality. The contract should be for similar services required by this solicitation.

5. INSURANCE REQUIREMENTS

A. Vendor must provide proof of required insurances as outlined in the City's contract for services.

B. Vendor shall be required to obtain, at vendor's sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City's Goods and Services Contract.

C. Vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

6. NON-MANDATORY PRE-BID MEETING

A. A non-mandatory pre-bid meeting will be held at 10:00 a.m. Wednesday, April 16, 2025. The meeting site: 2 Washington Street, Newburgh, NY 12550.

Potential bidders will meet with City officials at the event site. Attendees can formulate any questions they may have regarding the solicitation.

7. QUESTIONS

A. All questions must be submitted through the solicitation at https://www.bidnetdirect.com/new-york/city-of-newburgh.

B. Questions, pertaining to the solicitation, must be received by: 4:00 P.M. Monday, April 21, 2025.

C. Any impermissible contact with any other City officer or employee regarding the IFB during the procurement period shall result in the rejection of any such Vendor's proposal. Proposers shall communicate in writing only.

D. All questions will be answered on https://www.bidnetdirect.com/new-york/city-of-newburgh.

8. SUBMISSION REQUIREMENTS FOR BIDS

A. "Responsive" means a bidder meeting the minimum submission requirements as prescribed in this solicitation including the Scope of Work/Services.

B. The requirements listed below must be included in submission for a bidder to be considered responsive.

C. Bid package must contain all original documents and one digital copy (flash drive)

Submit a sealed proposal mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550. All bids must be clearly marked as "#7.25 –"July 4th Fireworks".
Submittal Form A – BID FORM WITH TECHNICAL PROPOSAL ATTACHMENT
Submittal Form B – COMPANY INFORMATION (SIGNED)
Submittal Form C – BIDDER ACKNOWLEDGEMENT FORM (Signed)
Submittal Form D – NON-COLLUSION BIDDING AFFIDAVIT (Signed and Notarized)
Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (Signed and Notarized)
COMPANY W-9
ORIGINAL DOCUMENTS AND ONE DIGITAL COPY (FLASH DRIVE)

C. Deadline for submission is 11:00 a.m. Tuesday, April 29, 2025.

D. All bids are to be submitted sealed.

E. Send or hand-deliver sealed bids to:
City of Newburgh
City Hall, Office of the Comptroller 4th Floor
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550

F. The City will accept all sealed bids that either are received by in-person delivery or mailed. No electronic submissions.

G. All received bids will be initialed, dated, and time recorded by the City Comptroller or its designee. The date and time will be recorded from an office computer or mobile (cell) phone.

H. Responses missing the deadline will not be considered.

I. A bid may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the proposal opening; thereafter, a proposer may withdraw his proposal only by written notice of withdrawal submitted in advance of the proposal award.

9. BID OPENING

A. A public bid opening will be held on: 11:15 a.m. Tuesday, April 29, 2025.

B. The opening will be held at City Hall, Council Chambers 3rd floor, 83 Broadway, Newburgh, NY.

10. AWARD AND CONTRACT

A. The award will be made to the lowest responsible and responsive bidder.

B. An award letter will be issued to selected bidder.

C. The successful vendor must agree to the terms set forth in the City of Newburgh Goods and Services Contract ("Contract"), attached to this Solicitation for reference, on substantially the same terms and conditions as provided therein.

D. The Contract referenced is subject to approval by the City Council of the City of Newburgh.

E. The contract will be for one year with two (2) one-year extensions, upon mutual consent of the parties.

11. PAYMENT

A. The City of Newburgh is Tax Exempt.

B. A Purchase Order (PO) will be issued to selected vendor.

C. The selected offeror will submit an invoice for payment.

Vendor invoices will be generated monthly and sent electronically to apinvoices@cityofnewburgh-ny.gov.

D. Invoices are payable 30 days after receipt, audit, and approval by the City Comptroller Office.

12. TERMS AND CONDITIONS

A. The City may, at its option, interview prospective bidder as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present bids that are as complete as possible upon initial submission.

B. The City may terminate the IFB process at any time for any reason.

C. The City reserves the right to reject any and/or all bids.

D. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any bids with the bidder or representatives of said bidder, but will entertain such requests.

E. The issuance of the IFB does not mandate the City to select a bid and/or enter into any agreement. A submission does not constitute business terms under any eventual agreement.

F. This IFB does not in any way obligate the City to reimburse respondents for any costs associated with the preparation and submission of a bid.

G. The City will award the contract to the responsive and responsible bidder with the lowest bid price.

H. The contract requires the approval of the Newburgh City Council.

13. ATTACHMENTS

A. Submittal Form A – BID FORM WITH TECHNICAL PROPOSAL

B. Submittal Form B – COMPANY INFORMATION

C. Submittal Form C - BIDDER ACKNOWLEDGEMENT FORM

D. Submittal Form D - NON-COLLUSION BIDDING AFFIDAVIT

E. Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

F. Reference Document - CITY OF NEWBURGH GOODS AND SERVICES CONTRACT

Todd Venning
City Manager/CEO

CITY OF NEWBURGH

FINANCE DEPARTMENT
Bureau of Purchase and Supply
83 Broadway, Newburgh, New York 12550
(845) 569-7320 • www.cityofnewburgh-ny.gov

Todd Venning (CFO)
Director of Finance

Robert VanVlack
City Purchasing Agent

Solicitation #7.25 Invitation for Bid (IFB)

July 4th Fireworks Display
Friday, July 4, 2025
(Rain Date: Saturday, July 5, 2025)
For
City Of Newburgh, New York

Solicitation Schedule (Procurement Period)

Solicitation Release Date: Tuesday, April 8, 2025
Non-Mandatory Pre-Bid Meeting: 10:00 a.m. Wednesday, April 16, 2025 – 2 Washington Street, Newburgh, NY 12550
Questions Due By: 4:00 p.m. Monday, April 21, 2025
Bid Closing: 11:00 a.m. Tuesday, April 29, 2025

RESOLUTION NO.: 115 -2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DUPAR REALTY TO THE PREMISES KNOWN AS 40 BENKARD AVENUE (SECTION 45, BLOCK 3, LOT 10)

WHEREAS, on June 20, 2016, the City of Newburgh conveyed by deed property located at 40 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 3, Lot 10, to Dupar Realty; and

WHEREAS, Dupar Realty (by Aamir Mumtaz, President) 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 40 Benkard Avenue, (Section 45, Block 3, Lot 10) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 20, 2016 from THE CITY OF NEWBURGH to DUPAR REALTY recorded in the Orange County Clerk's Office on August 22, 2016, in Book 14096, Page 617 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: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

On the ____ day of May in the year 2025, 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

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: Quanetta Inman Code Compliance Supervisor

DATE: May 1, 2025

SUBJECT: 40 Benkard Ave, Release of Restrictive Covenants Inspection

---

I conducted an inspection of 40 Benkard Ave on February 3rd & April 25, 2025. 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 is a Four-family residence. There is a valid rental license dated April 25, 2025.

There is a valid Certificate of Occupancy in the property file dated October 6, 1999, for a Four-Family residence.

Thank you,

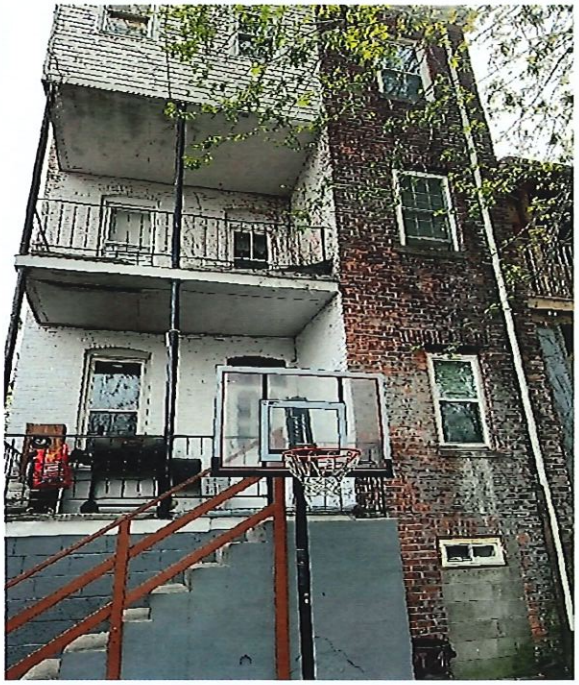
Quanetta Inman
Code Compliance Supervisor



Sidewalk



Front



Rear

RESOLUTION NO.: 116 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH CARY INSTITUTE OF ECOSYSTEM STUDIES TO ALLOW USE AND ACCESS TO FIVE CITY-OWNED PROPERTIES FOR AN URBAN BIODIVERSITY RESEARCH PROJECT

WHEREAS, Scenic Hudson and the Cary Institute of Ecosystem Studies are undertaking a research project to study urban biodiversity in mid-Hudson cities; and

WHEREAS Cary Institute of Ecosystem Studies has requested access to five City-owned properties for purposes of installing wildlife cameras and audio recorders to observe local wildlife during the summer and fall of 2025; and

WHEREAS, access to the City-owned properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license 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 Cary Institute of Ecosystem Studies to allow access to five City-owned properties for environmental observation of local wildlife.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2025, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

CARY INSTITUTE OF ECOSYSTEM STUDIES with an address of 2801 Sharon Turnpike, Millbrook, NY, 12545 ("Licensee").

WHEREAS, the City is the owner of various parcels of land located within the City of Newburgh, more specifically described in **Schedule A**, annexed hereto and made a part hereof (all parcels collectively hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of conducting an environmental research study related to wildlife;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, apprentices, volunteers, agents, invited guests, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purpose of conducting environmental research and study related to wildlife.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to conducting environmental research and study related to area wildlife administered by the Licensee under the conditions as set forth herein:

a. In addition to Property access, Licensee shall be permitted to install one or two cameras (Gardepro T5NG No Glow Trail Camera or similar) and one audio recorder per location secured to a tree or other permanent fixture and labeled with study purpose and contact information. Licensee is responsible for obtaining permission of the owner of any permanent fixture that is not wholly owned by the Licensor prior to installation. The cameras will not glow and will not use a flash.
b. Licensee shall perform its research tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, in the sole discretion of the City.
c. Subject only to the terms in this paragraph, Licensee shall not disturb any of the Property, and shall perform clean-up and maintenance of the Property related to the research project.
d. This Agreement does not authorize the Licensee or Licensee's employees, apprentices, volunteers, agents, invited guests, and contractors to enter into, or cross over, any property

not owned by the City of Newburgh, including but not limited to property owned by CSX Transportation, Inc., and/or another municipality.

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

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

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

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

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences. The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

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

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects under the City's or a previous licensee's prior care. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume blame, loss and responsibility of any nature to the extent of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby. Licensee will not be liable for damages in excess of Licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence, intentional breach of this agreement or misconduct by the Licensor.

Section 6. Term of License. The license or privilege hereby given shall commence on June 1, 2025, after the signing of this Licensee Agreement, and shall expire without further notice to either party to the other at 11:59 p.m. on November 15, 2025 ("Expiration Date"), subject to Section 8 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. Either party may terminate this license prior to the Expiration Date, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. Licensor's written notice of termination for cause will include a list of deficiencies and opportunity for Licensee to cure deficiencies within the thirty (30) day period. If Licensee does not cure the deficiencies within the thirty (30) day period, Licensee may terminate this License immediately.

The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary by operation of law in the City's sole reasonable discretion.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Remainder of this page intentionally left blank/Signature page to follow

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the day and year herein mentioned.

THE CITY OF NEWBURGH

LICENSOR

By: _____
Todd Venning, City Manager
Per Resolution No.: ____-2025

CARY INSTITUTE OF ECOSYSTEM STUDIES
LICENSEE

By: _____
Name
Title

Approved as to form:

_____
MICHELLE KELSON, Corporation Counsel

_____
DAVID TRUONG, Assistant City Comptroller

SCHEDULE A – List of Properties for Access

Property Address	Section/Block/Lot
1. Downing Park	17-10-1
2. Downing Park	17-9-1
3. Vacant Lot First Street	21-2-5
4. Muchattoes Lake – Lake Drive	33-7-29.2
5. Crystal Lake	41-2-11.2

City of Newburgh Properties: Biodiversity Research Access

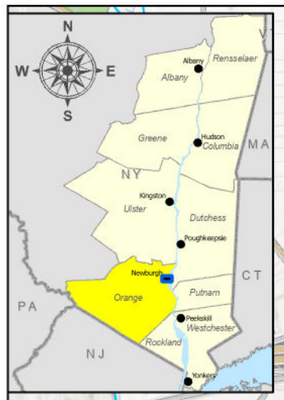
Site	SBL	Print Key	Camera Install - Summer	Camera Active - Summer	Camera Removed - Summer	Camera Active - Fall
Downing Park	1.70E+18	17-10-1	17-Jun-25	6.1.25 - 6.24.25; 7.1.25 - 7.31.25	31-Jul-25	10.1.25-10.15.25; 10.16.25-10.31.25
Downing Park	1.70E+18	17-9-1	17-Jun-25	6.1.25 - 6.24.25; 7.1.25 - 7.31.25	31-Jul-25	10.1.25-10.15.25; 10.16.25-10.31.25
Vacant Lot First Street	2.10E+18	21-2-15	17-Jun-25	6.1.25 - 6.24.25; 7.1.25 - 7.31.25	31-Jul-25	10.1.25-10.15.25; 10.16.25-10.31.25
Muchattos Lake - Lake Drive	3.30E+18	33-7-29.2	17-Jun-25	6.1.25 - 6.24.25; 7.1.25 - 7.31.25	31-Jul-25	10.1.25-10.15.25; 10.16.25-10.31.25
Crystal Lake	4.10E+18	41-2-11.2	17-Jun-25	6.1.25 - 6.24.25; 7.1.25 - 7.31.25	31-Jul-25	10.1.25-10.15.25; 10.16.25-10.31.25

SCENIC HUDSON .ORG

Defining Urban Biodiversity: Proposed Newburgh Sites

City of Newburgh, Orange County, NY

April 2025



RESOLUTION NO.: 117 - 2025

OF

MAY 27, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITSELF LEAD AGENCY, ACCEPTING PARTS II AND III OF THE FULL ENVIRONMENTAL ASSESSMENT FORM AND ISSUING A NEGATIVE DECLARATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO ADVANCING TO STEP TWO THE BROWNFIELD OPPORTUNITY AREA NOMINATION FOR THE CITY OF NEWBURGH, HILLSIDE BOA PLAN

WHEREAS, the City of Newburgh is proposing to advance to Step Two the Brownfield Opportunity Area Nomination for the City of Newburgh, Hillside BOA Plan (the "Hillside BOA Plan"); and

WHEREAS, the City of Newburgh proposes to undertake the advancement of the Hillside BOA Plan in compliance with the terms of state law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, by Resolution No. 100-2025 of April 28, 2025, in compliance with the SEQRA process, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classified the project as a Type I action, and accept as complete Part I of a Full Environmental Assessment Form ("FEAF"), as well as refer the proposed Hillside BOA Plan to 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 Hillside BOA Plan; and

WHEREAS, the City of Newburgh has taken a full look at the environmental impacts of submitting the proposed Hillside BOA Plan to the New York State Department of State for designation and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, in full 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, accepts Parts II and III of the Full Environmental Assessment Form, and hereby issues a Negative Declaration for the proposed advancement to Step Two the Brownfield Opportunity Area Nomination for the City of Newburgh, Hillside BOA Plan, all in accordance with SEQRA requirements.

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☐ Yes ☐ No		
b. City, Town or Village Planning Board or Commission ☐ Yes ☐ No		
c. City Council, Town or Village Zoning Board of Appeals ☐ Yes ☐ No		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☐ No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐ Yes ☐ No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☐ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

_____

_____

_____

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

_____

_____

_____

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. □ Yes □ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

_____
_____

b. Is the use permitted or allowed by a special or conditional use permit? □ Yes □ No

c. Is a zoning change requested as part of the proposed action? □ Yes □ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

_____

c. Which fire protection and emergency medical services serve the project site?

_____

d. What parks serve the project site?

_____
_____

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

_____

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? □ Yes □ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? □ Yes □ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

_____
ii. Is a cluster/conservation layout proposed? □ Yes □ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? □ Yes □ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

_____
_____

f. Does the project include new residential uses? □ Yes □ No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? □ Yes □ No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? □ Yes □ No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: □ Ground water □ Surface water streams □ Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) □ Yes □ No
If Yes:
i .What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
i*v.* Will there be onsite dewatering or processing of excavated materials? □ Yes □ No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? □ Yes □ No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? □ Yes □ No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will proposed action cause or result in disturbance to bottom sediments? □ Yes □ No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? □ Yes □ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion:_____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? □ Yes □ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? □ Yes □ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? □ Yes □ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? □ Yes □ No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? □ Yes □ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? □ Yes □ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? □ Yes □ No
- Is the project site in the existing district? □ Yes □ No
- Is expansion of the district needed? □ Yes □ No

- Do existing sewer lines serve the project site? □ Yes □ No
- Will line extension within an existing district be necessary to serve the project? □ Yes □ No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

  _____

  _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? □ Yes □ No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

_____

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

_____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? □ Yes □ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

  _____

  _____
- Will stormwater runoff flow to adjacent properties? □ Yes □ No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? □ Yes □ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? □ Yes □ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? □ Yes □ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) □ Yes □ No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? □ Yes □ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? □ Yes □ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? □ Yes □ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend

☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? □ Yes □ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

_____

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? □ Yes □ No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? □ Yes □ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? □ Yes □ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? □ Yes □ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? □ Yes □ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? □ Yes □ No

If yes:

i. Provide details including sources, time of day and duration:

_____

_____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? □ Yes □ No

Describe: _____

_____

n.. Will the proposed action have outdoor lighting? □ Yes □ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

_____

_____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? □ Yes □ No

Describe: _____

_____

o. Does the proposed action have the potential to produce odors for more than one hour per day? □ Yes □ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

_____

_____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? □ Yes □ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? □ Yes □ No

If Yes:

i. Describe proposed treatment(s):

_____

_____

_____

_____

ii. Will the proposed action use Integrated Pest Management Practices? □ Yes □ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? □ Yes □ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____

  _____
- Operation: _____

  _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____

  _____
- Operation: _____

  _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

_____

_____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

_____

_____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

_____

_____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

_____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

_____

_____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

_____

_____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? □ Yes □ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? □ Yes □ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? □ Yes □ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? □ Yes □ No

If Yes:

i. Has the facility been formally closed? □ Yes □ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? □ Yes □ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? □ Yes □ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: □ Yes □ No

□ Yes – Spills Incidents database Provide DEC ID number(s): _____

□ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

□ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? □ Yes □ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? □ Yes □ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? □ Yes □ No
- Explain: _____

_____

_____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? □ Yes □ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: □ Well Drained: _____% of site
□ Moderately Well Drained: _____% of site
□ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: □ 0-10%: _____% of site
□ 10-15%: _____% of site
□ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? □ Yes □ No
If Yes, describe: _____

_____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? □ Yes □ No

ii. Do any wetlands or other waterbodies adjoin the project site? □ Yes □ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? □ Yes □ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? □ Yes □ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

_____

i. Is the project site in a designated Floodway? □ Yes □ No

j. Is the project site in the 100 year Floodplain? □ Yes □ No

k. Is the project site in the 500 year Floodplain? □ Yes □ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? □ Yes □ No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

_____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? □ Yes □ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

_____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? □ Yes □ No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? □ Yes □ No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? □ Yes □ No

If yes, give a brief description of how the proposed action may affect that use: _____

_____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? □ Yes □ No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? □ Yes □ No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? □ Yes □ No

If Yes:

i. Nature of the natural landmark: □ Biological Community □ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

_____

_____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? □ Yes □ No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

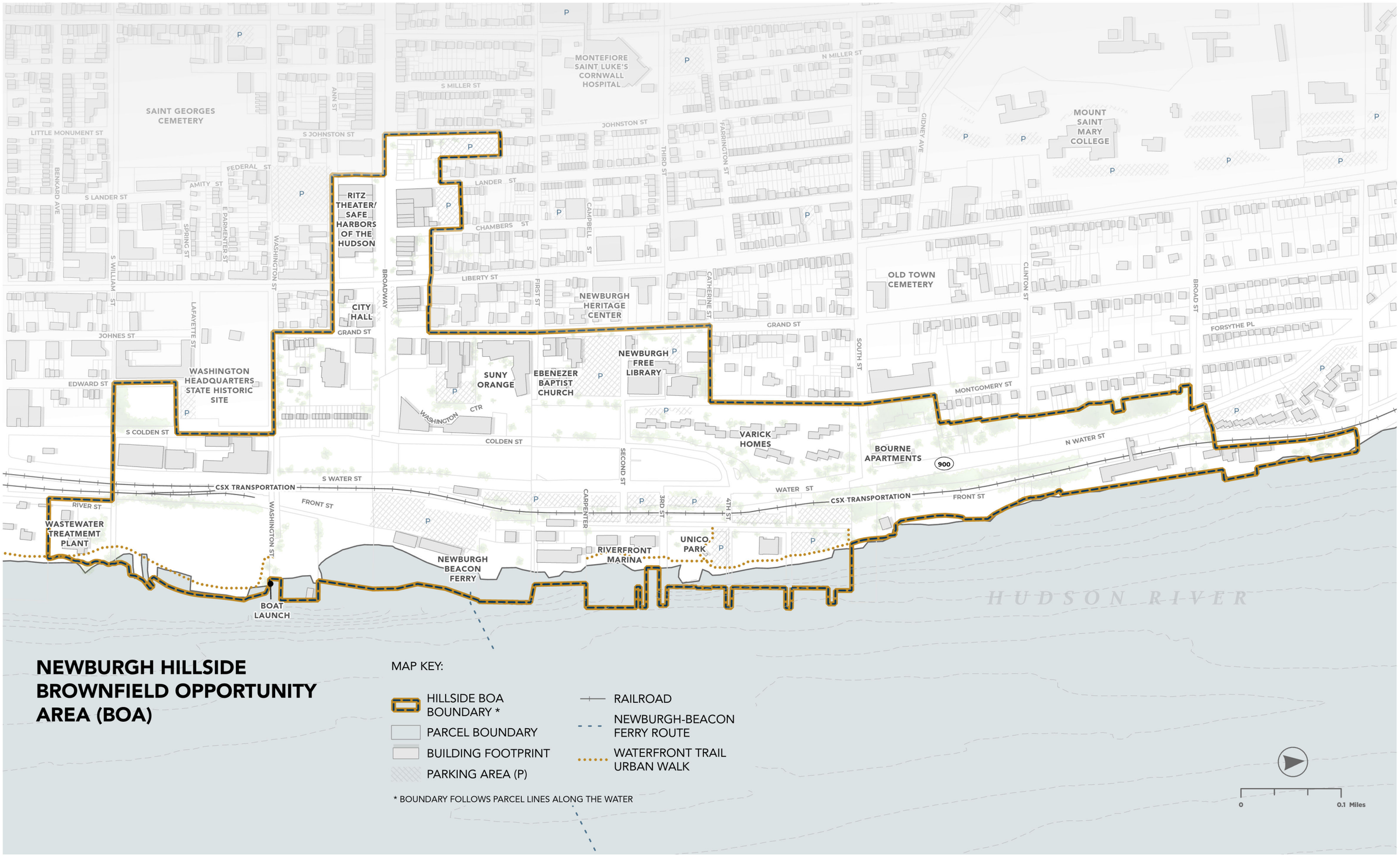
G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date_____

Signature_____ Title_____

Per City Council Resolution 100-2025



NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

- HILLSIDE BOA BOUNDARY *
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- PARKING AREA (P)
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- WATERFRONT TRAIL URBAN WALK

* BOUNDARY FOLLOWS PARCEL LINES ALONG THE WATER

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

NOTICE – RESPONSE FORM SEQR:
LEAD AGENCY DESIGNATION

This notice is filed pursuant to Part 617 6NYCRR, Article 8 of the Environmental Conservation Law (SEQRA). The City of Newburgh Department of Planning and Development is proposing the following action:

Name	Advancing the Step Two Brownfield Opportunity Area (BOA) Nomination for the City of Newburgh, NY Hillside
Contact Person	Alexandra Church, Director of Planning and Development City of Newburgh Department of Planning and Development
Phone	845-569-9400
Email	achurch@cityofnewburgh-ny.gov
Description and Location of Action	Advancing Step Two Brownfield Opportunity Area Nomination for the City of Newburgh, Hillside BOA plan.

The City of Newburgh Department of Planning and Development wishes to declare Lead Agency to advance the Hillside BOA plan.

See attached list of potential involved agencies.

A review of the proposed action indicates that it is a SEQR Type I Action.

The attached FEAF has been completed by the City of Newburgh Department of Planning and Development.

Please notify us within thirty (30) days, preferably sooner than May 27, 2025, if your agency objects to our acting as lead agency. Any information or concerns should be mailed to the below address. If no response is received by this date, we will assume your agency has no specific concerns about the Department of Planning and Development assuming SEQRA Lead Agency status.

Contact: Alexandra Church, Director of Planning and Development
Address: 83 Broadway, Newburgh, NY 12550
Telephone: 845-569-9400
Email: achurch@cityofnewburgh-ny.gov

_____

Involved Agencies:

NYS Department of State
Susan Landfried
Susan.Landfried@dos.ny.gov

RESOLUTION NO.: 100 - 2025

OF

APRIL 28, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO ADVANCING TO STEP TWO THE BROWNFIELD OPPORTUNITY AREA NOMINATION FOR THE CITY OF NEWBURGH, HILLSIDE BOA PLAN, DECLARING THE PROJECT TO BE A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM AND REFERRING THE SAME TO THE NEW YORK STATE DEPARTMENT OF STATE AND OTHER INTERESTED OR INVOLVED AGENCIES

WHEREAS, the City of Newburgh is proposing to advance to Step Two the Brownfield Opportunity Area Nomination for the City of Newburgh, Hillside BOA Plan (the "Hillside BOA Plan"); and

WHEREAS, the City of Newburgh proposes to undertake the advancement of the Hillside BOA Plan in compliance with the terms of state law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes to accept a Full Environmental Assessment Form ("FEAF") and refer the proposed Hillside BOA Plan to the New York State Department of State and to other interested or involved agencies;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and

2. That this Council classifies the action as a Type I Action; and

3. That this Council proposes to accept Part I of the Full Environmental Assessment Form ("FEAF") attached hereto; and

4. That this Council authorizes the City Manager to circulate the FEAF to the New York Department of State and other "Interested Agencies" or "Involved Agencies".

I, Katrina Cotten, 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 4/28/25 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 29th day of Apr. 20 25

Katrina Cotten
City Clerk

Agency Use Only [If applicable]

Project :

Date :

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

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.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☐ NO ☑ YES

	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)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	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: _____ _____		☐	☐

Agency Use Only [IfApplicable]

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The applicant proposes to submit a Brownfield Opportunity Area nomination to the NYS Department of State for consideration.

The Hillside BOA Nomination Study provides a detailed analysis of existing conditions within the study area and provides recommendations for redevelopment, with a focus on strategic sites that can serve as a catalyst for revitalization and investment. The study was guided by a local Steering Committee with extensive public input and consultation.

The Hillside BOA is in the City of Newburgh in Orange County along the western bank of the Hudson River. The BOA includes approximately 1.5 miles of shoreline and 147.7 acres of land on sloping terrain. The study area centered on the former Urban Renewal properties known as “the Hillside” in the City of Newburgh, between the Hudson River and Newburgh's downtown commercial corridors (Fig. 1). The hillside was once the commercial heart of the city and is well-known as the epicenter of Urban Renewal which demolished Newburgh’s historic downtown waterfront district between 1958 and 1970. The BOA includes commercial, residential, community, and industrial uses as well as 50 acres of vacant land, most of which is owned by the city. The strategic location and redevelopment potential of the Hillside BOA make it a strong candidate for BOA designation.

The BOA contains 22 brownfields covering 56 parcels and 52.05 acres (35%) of the study area. An active mixed-use, mixed-income neighborhood is envisioned for vacant, brownfield lands on the Hillside that would reconnect Newburgh to its waterfront. The Hillside neighborhood would seek to provide needed housing along with community and recreational spaces, and small-scale commercial uses including local retail and services. The district would support the development of additional entertainment, recreation, and tourist amenities on the waterfront. Multimodal connections, public art, and cultural amenities could be incorporated along with programming to support local community development. The master plan and redevelopment model for the Hillside neighborhood will be developed collaboratively with the community, guided by the BOA Vision and Goals.

The action is a nomination for future study and Plan to redevelop the hillside. While it will have no direct actions, the followin gpotential inidrect or future options have been noted, however significant public input now and in the future, including specific review boards present, will mitigatge any impacts.

11. Impacts on Open Space and Recreation. This is a Nomination which may encourage future development. The City of Newburgh undertook significant public outreach to develop this nomination, included directed questions about open space and parks and focus groups with Open Space and park advocates. There are no proposed changes to any existing Parkland, except for the possibility of new Parkland. Any future changes to open land would be done with further environmental review, further community input, and further mitigation.
17. Consistency with Community Plan. This is a Nomination which may encourage future development. Potential next steps include comprehensive Master Planning and Rezoning and will be done with significant public input.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Nomination of Newburgh, NY Hillside Borwonfield Opportunity Area	
Name of Lead Agency: City of Newburgh City Council	
Name of Responsible Officer in Lead Agency: Todd Venning	
Title of Responsible Officer: City Manager	
Signature of Responsible Officer in Lead Agency:	Date:
Signature of Preparer (if different from Responsible Officer)	Date:

For Further Information:

Contact Person: Alexandra Church

Address: 83 Broadway, Newburgh NY 12550

Telephone Number: 845-569-9400

E-mail: achurch@cityofnewburgh-ny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

RESOLUTION NO.: 118 - 2025

OF

MAY 27, 2025

A RESOLUTION TO SUBMIT THE NOMINATION OF THE CITY OF NEWBURGH, NY HILLSIDE IN THE BROWNFIELD OPPORTUNITY AREA (BOA) PROGRAM TO THE NEW YORK STATE DEPARTMENT OF STATE FOR OFFICIAL DESIGNATION

WHEREAS, by Resolution No. 174-2021 of July 12, 2021, the City of Newburgh applied for and was awarded a New York State Department of State Brownfield Opportunity Area Program Grant for a Nomination Study of The "Newburgh, NY Hillside"; and

WHEREAS, by Resolution No. 80-2023 of May 8, 2023, the City Council of the City of Newburgh approved an agreement with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. consulting services related to the Brownfield Opportunity Area Nomination Study of The "Newburgh, NY Hillside" (the "Newburgh Hillside BOA Nomination"); and

WHEREAS, the City of Newburgh created a Steering Committee comprised of local stakeholders and government officials to oversee all aspects of the Newburgh Hillside BOA Nomination and to keep the general public informed and engaged throughout the process; and

WHEREAS, the Steering committed held 7 meetings, 2 formal public outreach events, and attended more than a dozen local organization meetings, as well as conducting an online survey and making a public presentation to the City Council on January 9, 2025; and

WHEREAS, a proposed nomination document has been prepared for the purpose of submission to the Secretary of State of the New York State Department of State; and

WHEREAS, the City of Newburgh has published a public notice of intent to request designation of Brownfield Opportunity Area and duly convened and completed a public hearing to receive comments on the proposed nomination document; and

WHEREAS, a successful designation of the proposed nomination document in the Brownfield Opportunity Area Program will make available additional Brownfield Tax Credits for eligible projects, and give project grant or financing applications priority and preference from state, federal and local agencies as allowed by law; the same being in the best interests of the City of Newburgh and it future development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, to nominate the Newburgh, NY Hillside Nomination Study in the Brownfield Opportunity Area (BOA) Program to the New York State Department of State for official designation.

City of Newburgh, NY Hillside Brownfield Opportunity Area (BOA) Nomination Study





May 2025

THE CITY OF
NEWBURGH
NEW YORK

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EXECUTIVE SUMMARY

The City of Newburgh Hillside Brownfield Opportunity Area (BOA) Nomination Study establishes a vision and action plan to revive 147 acres of waterfront centered on the Hillside neighborhood. Much of the neighborhood was destroyed as part of an Urban Renewal program in the 1950s and 1960s, which resulted in large areas of vacant, underutilized, and brownfield land in Newburgh's core.

The BOA Nomination Study provides a detailed analysis of existing conditions and potential opportunities in the proposed BOA, with an emphasis on strategic sites that could be catalysts for economic growth. A Framework Plan illustrates a strategy for a mixed-use, mixed-income Hillside neighborhood that would reconnect Newburgh's downtown to its waterfront. Complementary development with entertainment and recreational uses along the waterfront; commercial, cultural, and community uses along the Broadway and Grand corridors; and multimodal and open space enhancements throughout would support both community and economic development. In addition, a series of planning and policy recommendations outline a redevelopment strategy that is equitable and transformative for the city and its residents.

The BOA Nomination Study was completed with funding from the New York State Department of State (NYSDOS) over a two-year period with broad public and stakeholder input, including involvement from Urban Renewal descendants. The study was led by the City of Newburgh Planning and Development Department and a local steering committee with support from a consultant team and the New York State Department of State (NYSDOS). Anticipated community benefits resulting from revitalization of the BOA include job creation, private and public sector reinvestment, increased tax revenue, and increased property values.

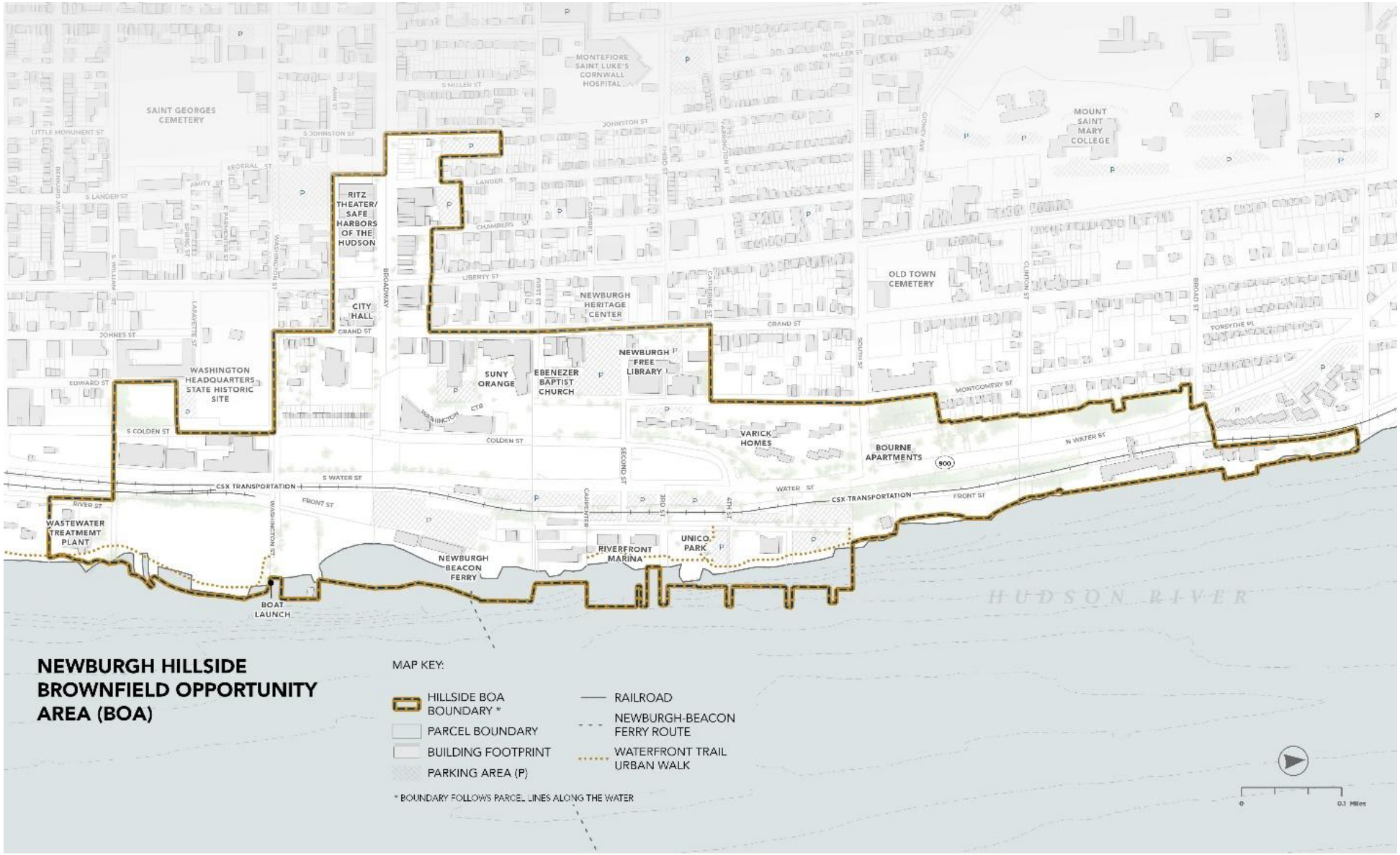
> "**Brownfields**" are properties where expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.
>
> A "**Brownfield site**" is a legal term for any real property where a contaminant is known to be present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by the department that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations (New York Consolidated Laws, Environmental Conservation Law - ENV § 27-1405).

I. COMMUNITY OVERVIEW

The City of Newburgh is a major urban center in Orange County, NY, within the Hudson Valley region. Newburgh is on the west bank of the Hudson River on a mile-wide bay about 60 miles north of New York City. The municipality includes approximately 3.8 square miles of land and 1.25 square miles of surface water on the Hudson River, with 2.3 miles of shoreline. In 2020, the city had a population of 28,856 (U.S. Census Bureau).

The proposed 147-acre BOA is centered on "the Hillside" between the Hudson River and Newburgh's downtown commercial corridors. The Hillside BOA includes a majority of the city's waterfront and a portion of the Broadway corridor. The Hillside was once the commercial heart of the city and was the epicenter of Urban Renewal activities that demolished approximately 1,300 buildings and displaced thousands of residents between 1958 and 1970.

The Hillside BOA has many vacant and underutilized properties, including 22 brownfields with the potential to be redeveloped for a mix of uses. The area's natural and geographic features provide an attractive and highly marketable setting. The BOA has 1.5 miles of shoreline, a deepwater port, and sloping terrain with panoramic views of the Hudson Highlands. Large, developable properties are available in a highly walkable, urban area between a historic downtown district and a waterfront district with a variety of restaurants, businesses, anchor employees, community services, and other amenities. The BOA is well-connected to the surrounding region by air, water, metro, road, and rail.



SOURCE: ORANGE COUNTY PLANNING, 2025; NYSGIS CLEARINGHOUSE 2025; ESRI 2025; OPENSTREETMAP CONTRIBUTERS 2025

II. COMMUNITY VISION AND GOALS

The following vision statement and goals for the Hillside BOA were developed with the community.

VISION STATEMENT

The Hillside Brownfield Opportunity Area is a walkable, mixed-use, downtown district that inspires a sense of community, belonging, and pride in Newburgh. A vibrant Hillside neighborhood has a variety of housing types interspersed with plazas and parks for people to gather, recreate, dine, and quietly take in the view. Anchor institutions, retail shops, and small businesses along Broadway and the Hillside provide local jobs, services, and shopping. Accessible connections effortlessly integrate the downtown and waterfront. Thoughtful urban design adds beauty and interest to the cityscape, while celebrating Newburgh's unique history, architecture, and culture.

The district is a favorite spot for locals and visitors. Diverse activities, including cultural, educational, recreational, and culinary attractions, take advantage of the riverfront location and serve the surrounding neighborhoods and youth. An active waterfront includes public parks and docks, eateries, picnic areas, family amusements, trails, natural features, fishing, and watercraft from kayaks to cruise ships.

GOALS

Equity - Implement innovative and balanced models of community and economic development that build the wealth of the local community and city at large, address the history and injustice of Urban Renewal, increase homeownership, and protect human and environmental health.

Unity - Design an inclusive district with space for everyone, where locals feel at home and visitors feel welcome, with housing, businesses, and services that meet the needs of residents, and places that bring the community together.

Pride - Redevelop the Hillside BOA to reflect the vision, diversity, and history of the people of Newburgh, creating a desirable place to live, experience, and do business that inspires community pride and is well-connected to and patronized by the broader region.

Growth - Shape the Hillside BOA District to be a social and economic growth engine for the city, with quality jobs and community services, resources for youth and workforce development, and enterprises that support the local economy and tax base.

III. PUBLIC PARTICIPATION PROCESS

Extensive input from the public and local stakeholders informed the findings and recommendations in this Nomination Study. Participants in the BOA planning process included residents, Urban Renewal descendants, new Americans, leaders of local institutions and

community organizations, local and regional officials, and business and property owners. As summarized below, a variety of outreach methods engaged a wide range of community members and harder-to-reach groups. Public engagement activities included steering committee meetings, stakeholder interviews, focus groups, open houses, and community meetings. Events and project updates were advertised through conventional and social media, community mailing lists, print flyers, a project mailing list, and a dedicated project website.

More than 40 engagement opportunities were organized, resulting in over 1,200 comments on the existing conditions and future potential of the BOA.

COMMUNITY ENGAGEMENT ACTIVITIES

Community Participation Plan, October 2023. A plan was developed with the city and steering committee to guide inclusive community engagement at the outset of the project.

Immersion Tour, October 2023. The Project Team conducted an immersive walking tour with stops at key sites and presentations by local experts.

Steering Committee, August 2023-May 2025. A steering committee comprised of 12 local community representatives guided the development of the nomination study. Seven meetings were held, which were open to the public and included a public comment period.

Stakeholder Interviews, November 2023-January 2025. The Project Team conducted sixteen interviews with local experts and community leaders.

Community Outreach Day 1, January 13, 2024. Five outreach events were held at different times and locations throughout the city to solicit input in English and Spanish on the vision for a revitalized Hillside Neighborhood.

Visioning Survey, January 13 – February 29, 2024. An online survey gathered input from community members on their vision for the study area.

Focus Groups, April and October 2024. In response to community interest, the Project Team organized a focus group to discuss the views of Urban Renewal descendants and another to discuss environmental concerns for the BOA.

Community Outreach Day 2, November 14, 2024. Two public Open House sessions, each with a livestreamed presentation, were held at the Heritage Center to give an update on the BOA planning process and gather input on draft recommendations. Those unable to attend could submit comments via an online form between March 1 and 17, 2025.

Community Meetings, January 2024 – March 2025. The Project Team met with local community organizations to discuss the BOA project and gather feedback. Meetings were held with the NAACP Newburgh/Highland Falls branch, the Strategic Economic Development Advisory Committee, the Newburgh Arts and Cultural Committee, and the Newburgh Ministerial Fellowship.

City Council Meetings, January and May 2025. The Project Team presented the draft BOA recommendations to the Newburgh City Council during a working session in January 2025. A public hearing on the BOA was held during a regular session on May 12, 2025 and [the study was accepted during a regular session on May 17, 2025.]

Comment submissions, August 2023 to May 2025. Community members used online forms and in-person comment cards to share general ideas and to respond to requests for input throughout the planning process.

IV. Existing Conditions and Opportunities in the Hillside BOA

REDEVELOPMENT CHALLENGES

Vacant, underutilized, and brownfield properties

Urban Renewal left lasting impacts on the Newburgh community. Historic and landmark buildings were destroyed, creating brownfields with known or suspected contamination and potentially unstable demolition fill. The uncertainty and potential costs of redeveloping these sites have further discouraged investment, contributing to Newburgh's socio-economic decline. Today, the Hillside BOA contains over 21 acres of vacant brownfields on former Urban Renewal land and another 30 acres of vacant, brownfield, and/or underutilized property. Large vacant properties on the Hillside separate the waterfront from the Broadway corridor, limiting the ability for these commercial areas to support each other.

The BOA analysis identified 22 brownfields covering 56 parcels and 52.05 acres (35%) of the study area. These properties do not pose an immediate threat to the public but may need an Environmental Site Assessment (ESA) and/or remediation prior to redevelopment. Six brownfields are known to be contaminated, based on Phase II ESAs. A review of prior uses and activities on the remaining 16 brownfields indicated that 4 have a low possibility of contamination and 12 are potentially contaminated. Phase I and/or Phase II ESAs are recommended for these 12 brownfields to determine potential cleanup needs. The city owns most brownfields on the Hillside but is ineligible to receive federal cleanup funds for former Urban Renewal properties.

Community needs

Newburgh's population and economy have stabilized in recent decades, but the city remains behind compared to the surrounding region. Newburgh housing and rental prices are affordable for the region, but unaffordable for most residents. The median household income in Newburgh is half that of Orange County, despite low unemployment and comparable workforce participation rates. Twenty-seven percent of the population lives below the poverty level, including one in three children. Lower educational attainment rates further reduce residents' earning potential, many of whom work in service, transportation, or production jobs. The impact on Newburgh's Black community has been particularly noticeable, as evidenced by lower rates of homeownership and upward mobility within the community.

Despite its central location, the Hillside BOA has limited housing options; no lodging; few recreational, park, and entertainment areas; and a lack of community amenities like grocery stores. Many residents commute outside of the city for work. The BOA is well connected to regional transportation networks, but transportation options within the BOA are limited in practice by inadequate service hours and the lack of accessible, multimodal connections between the waterfront and Broadway.

Redevelopment in the Hillside BOA will need to address the environmental, social, and economic harms caused by Urban Renewal and offer opportunities to return brownfields to productive use while addressing community needs, building local wealth, and fostering economic growth.

Other development considerations

Natural and historic features in the BOA may pose additional redevelopment challenges. The city's historic districts provide a unique sense of place, but development in these areas may require additional investment to protect and maintain historic resources. Sloping terrain along the Hillside could limit certain development without proper engineering. Flood hazards and sensitive habitats in the Hudson River could impact the design needs along parts of the waterfront. Finally, adherence to the city's Long Term Control Plan to reduce combined sewer overflow events may dictate certain stormwater runoff controls.

HILLSIDE BOA REDEVELOPMENT OPPORTUNITIES

City planning and infrastructure

Prior planning processes and public investments in the City of Newburgh provide a strong foundation to guide future development in the BOA that advances the community's vision. The community has been highly engaged in designing recommendations for the area, including potential public and nonprofit implementation partners. Modern, form-based zoning districts provide flexibility for various uses in the Hillside BOA, with overlays, design standards, and site review provisions to protect the area's scenic and cultural assets. Robust public infrastructure and utilities are ready to support new development. Public spaces and rights-of-way, including recent improvement projects on the waterfront, provide a framework for future multimodal connections and enhanced recreational amenities.

Most vacant land in the Hillside BOA is publicly owned, providing more local control over redevelopment decisions and opportunities for creative urban design.

Real estate market

Newburgh has recently seen an expansion in new businesses and redevelopment of historic properties in and adjacent to the downtown. Several large-scale private developments are in the planning or permitting phases. Newburgh's Land Bank has also commenced work on approximately forty downtown buildings.

The Hillside BOA contains over 50 acres of vacant and underutilized property, much of it prime real estate on the Hudson River. Slopes on the Hillside could support denser, multi-story development that preserves scenic views across the district. The BOA analysis also identified six key buildings for their strategic location and/or adaptive reuse potential: the Regal Bag Building,

Dutch Reform Church, City Club, 112 Broadway, Kreisel's Furniture Building, and the Public Safety Building.

Interest in the BOA from developers specializing in different types of development is high, including mixed-use, commercial, and residential. There is market demand for all housing types, including apartments, affordable housing, and multi-family homes. The retail and hospitality real estate markets may also present an opportunity for future development.

Privately owned sites in the BOA, if admitted into the Brownfield Cleanup Program (BCP), could be eligible for standard BCP tax credits as well as additional tax credits due to the site's location in a BOA, Environmental Zone, and disadvantaged community. Further BCP tax credits may be available for affordable housing developments. Historic properties may also be eligible for historic preservation tax credits. These funds could make redevelopment of brownfield and historic properties more financially feasible.

Community profile

Newburgh has a young, diverse, and multinational population to support an active and vibrant Hillside neighborhood with a strong sense of place that is uniquely Newburgh.

Local employees commuting to Newburgh may represent a market for housing within a mixed-use neighborhood in the BOA. This neighborhood could generate employment opportunities and additional housing options for residents who commute to jobs outside the city. More residents living and working in Newburgh would increase the customer base for local businesses and promote a more walkable environment. Adding these residents and employees to the city could also help to diversify the local economy and tax base without creating competition for existing jobs or housing.

V. Strategic Sites

The BOA analysis identified ten strategic sites whose redevelopment could serve as a catalyst for area-wide change. The strategic sites comprise 32 parcels and 19.2 acres, or 35% of the total BOA. All of the sites are vacant, brownfield properties with a high potential to advance the community's vision for the BOA. All are in highly visible and/or valuable locations and all but one are publicly-owned. Strategic sites one through eight are on former Urban Renewal land. Redevelopment of sites four through eight would improve connectivity between the waterfront and downtown.

These sites may require additional upfront costs to develop; however, their revitalization could have a significant, positive impact on the Hillside neighborhood and broader Newburgh community. Many of the sites are adjacent to one another, creating an opportunity to redevelop multiple sites in tandem and/or with complementary uses.

If accepted into the Brownfield Cleanup Program (BCP), sites under private ownership could be eligible for standard BCP tax credits as well as additional tax credits due to the sites' location in a BOA, an Environmental Zone, and a disadvantaged community. Strategic sites owned by an

eligible public or non-profit entity may be eligible for U.S EPA Brownfield cleanup funding, provided the owner is not responsible for the contamination. This provision disqualifies the city from directly accessing U.S. EPA funding to clean up Urban Renewal sites. Ownership would have to be transferred to another eligible entity to access either U.S. EPA funding (public/non-profit) or BCP tax credits (private).

Strategic Site 1 - Hillside North 1

35 Broad Street

35 Broad Street is a privately owned, 2.59-acre site on former Urban Renewal land with partial Hudson River views. The site is zoned Residential Low Density and is located in a residential area walkable to jobs, office space, transit, community amenities, and the waterfront gateway. The property slopes downward from east to west and could potentially accommodate multi-story buildings. Site cleanup may be required prior to redevelopment, based on potential contamination from petroleum products, hazardous substances, urban fill, and/or construction and demolition fill.

35 Broad Street is attractive for residential use, potentially with some neighborhood-scale amenities such as a café or bakery.

Strategic Site 2 - Hillside North 2

215, 209, 207, and 207-rear Water Street and the Clinton Street right-of-way

The Hillside North 2 strategic site comprises five parcels owned by the City of Newburgh. The site covers 1.83 acres of former Urban Renewal Land and has partial Hudson River views. Hillside North 2 is zoned Residential Low Density and is located in a residential area walkable to jobs, office space, transit, the waterfront gateway district, and community amenities, including a school and the Newburgh Free Library. The site slopes moderately downward from east to west and could potentially accommodate multi-story buildings. There is a small informational wetland on site. Site cleanup may be required prior to development based on potential contamination from prior uses and/or construction and demolition fill.

Hillside North 2 is attractive for residential use, potentially with some neighborhood-scale amenities and a small community green space surrounding the wetland area.

Strategic Site 3 - 110 Grand Street

110 Grand Street

110 Grand Street is a 1.71-acre parking lot with a beautiful view of the Hudson River. The city-owned site is zoned Downtown Neighborhood (DN) and East End Historic (EEH) District Overlay and is within two historic districts. The parking lot is situated within a cultural corridor that features a variety of academic facilities, historic sites and churches, and community services. Neighboring properties include the former City Club, several historic churches, the Heritage Center, and the Newburgh Free Library. The property slopes downward diagonally from south to

north and west to east and could potentially accommodate a multi-story building(s) with a level for parking without obstructing existing, protected views. Site cleanup may be required prior to redevelopment based on potential contamination from prior uses and demolition fill.

110 Grand Street is particularly attractive for community services including civic, cultural, and institutional uses. The site could also be suitable for hospitality, mixed-use, or commercial uses. The location offers an opportunity for creative architectural design that takes advantage of the slope and views.

Strategic Site 4 - Hillside at 2 Montgomery Street

2 Montgomery Street

2 Montgomery strategic site is a 1.82-acre, city-owned property on former Urban Renewal land with clear views of the Hudson River. The property is zoned Waterfront Gateway and is walkable to the waterfront, the Broadway Corridor, and transit connections. The site is adjacent to residential, religious, and institutional uses, and two vacant strategic sites. A portion of the site is within the Montgomery-Grand-Liberty Streets Historic District. The property has a moderately steep slope that could potentially accommodate multi-story buildings and underground parking without obstructing existing views. Site cleanup may be required prior to redevelopment based on potential contamination from prior uses and demolition fill.

2 Montgomery Street is particularly attractive for uses that capitalize on its location in a cultural corridor with Hudson River views, including community services, mixed-use development, and/or recreational uses. The site could also be suitable for certain residential or commercial uses.

Strategic Site 5 - Hillside and 4th Street at **81 Water Street** (1.47 acres)
Strategic Site 6 - Hillside and 2nd Street at **57 and 1 Water Street** (1.81 acres)
Strategic Site 7 - Hillside and Broadway North at **2 Colden Street** (2.66 acres)
Strategic Site 8 - Hillside and Broadway South at **94 South Water Street** (2.1 acres)

Known collectively as "the Hillside", strategic sites five through eight are situated on steeply sloping former Urban Renewal land with beautiful, open views of the Hudson River. They total 8.06 acres of city-owned, vacant land between Newburgh's downtown and waterfront districts. The sites are zoned Waterfront Gateway and are a short walk to businesses, jobs, transit, community amenities and services, public parks, entertainment, restaurants, and popular visitor attractions. Prior to Urban Renewal, these Hillside sites contained a dense downtown district with multi-story residential, commercial, and mixed-use buildings. The sites could potentially accommodate similar development once again, while preserving some existing views and incorporating underground parking.

A Phase II ESA was conducted on each of the Hillside sites in 2024 as part of a U.S. EPA assessment grant. The assessments found that past uses and subsequent building demolition impacted the surface and subsurface soil with contamination and urban fill that is potentially unsuitable to support structures. Cleanup and/or geotechnical needs will likely need to be addressed prior to redevelopment of these sites.

The Hillside sites are attractive for a variety of uses and medium- to high-density development that would comprise a walkable, mixed-use downtown district. The community envisions a variety of housing types, commercial businesses, and community services, interspersed with parks, open spaces, recreational uses, and accessible, multimodal transportation connections.

Strategic Site 9 - 1 Lafayette Street

1 Lafayette Street

1 Lafayette Street is a 1.44-acre, fenced-in, asphalt lot with partial views of the Hudson River. The property is not on former Urban Renewal land. The owner is the public New York-New Jersey Palisades Interstate Park Commission. The site is adjacent to the Washington's Headquarters State Historic Site, but is not itself a historic or park site. The northern third of the property, which neighbors the historic site, is within the East End Historic District.

The site is zoned Downtown Neighborhood (DN) and East End Historic District Overlay. Other neighboring uses include the Foundry apartments (adaptive reuse), multi-family townhomes, Newburgh Brewing Company, and ABC Supply Company. The area is walkable to jobs, residential neighborhoods, the Broadway and Liberty Commercial corridors, and the waterfront. The property slopes gently toward the water, and multi-story development may be possible without obscuring protected views. Site cleanup may be required prior to redevelopment based on potential contamination from prior industrial uses and fill materials.

1 Lafayette Street is attractive for residential and related uses, such as community services, mixed-use with neighborhood commercial, and recreational uses.

Strategic Site 10 - Mid-Broadway

132, 136, 138, 140, 142, 142a, 144, 146, and 148 Broadway; 6, 8, and 14 Lander Street; 6, 10, 12, 14, 16, and 18 Johnston Street

The Mid-Broadway strategic site is comprised of 18 adjacent parcels totaling 1.8 acres at the corner of Broadway and Lander. The parcel at 14 Johnston Street is privately owned with a three-story commercial shell building. All other parcels are vacant properties owned by the city. The parcels fronting Broadway are zoned Broadway Corridor and those fronting Johnston and Lander are zoned Downtown Neighborhood. The entire site is within the East End Historic District and Zoning Overlay.

Mid-Broadway is within a mixed-use commercial district, with a residential neighborhood to the north, and several community services uses nearby. The site is walkable to jobs, restaurants,

Montefiore St. Luke's Cornwall Hospital, community services and institutions, and the waterfront. Site cleanup may be required prior to redevelopment based on potential contamination from prior industrial uses and fill materials. Site cleanup may be required for some or all of the site based on potential soil and groundwater contamination from spills, tanks, and prior uses associated with 8 and 14 Lander Street. This site is not on former Urban Renewal land and may be eligible for a U.S EPA Brownfield cleanup grant.

Mid-Broadway is attractive for infill development with commercial uses, residential uses, mixed-use, community services, and/or public services.

VII. Key Findings and Recommendations

FRAMEWORK PLAN

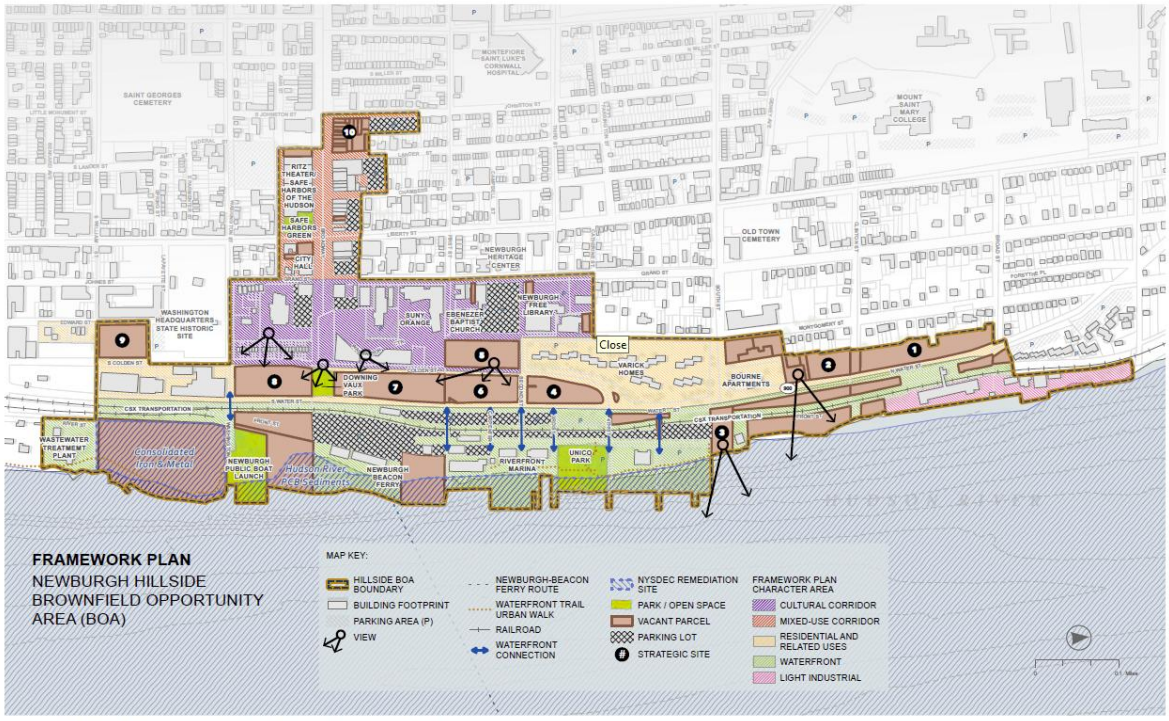
The Hillside BOA Framework Plan provides a graphic overview of redevelopment recommendations for the study area. The BOA is shaded with five character areas, which generally match the zoning districts.

The "Active Mixed-Use" Hillside area between Colden and Water Street is appropriate for a variety of uses, with the opportunity to pair complementary uses and sites. A mixed-use, mixed-income district could increase housing and employment options for existing residents and employees, create more demand for local services and retail, and attract new residents and businesses to bolster the local tax base. A mixed-use Hillside neighborhood would also reconnect Newburgh's downtown to its waterfront, creating a more attractive destination for residents and visitors, and increasing the customer base for businesses throughout the BOA.

Prime vacant and underutilized real estate along the "Waterfront" is suitable for entertainment, recreational, and commercial uses as well as public parks, trails, and amenities. Waterfront development should emphasize water-enhanced uses, increase connections to the Hillside, and provide attractions for tourists as well as residents.

Continuing to promote dense, mixed-use development that serves the needs and interests of the community is recommended for the "Broadway Mixed-Use Corridor." Development that complements the cultural and historic character of the "cultural corridor" is recommended for the area between Colden Street and Grand Street. Transitioning to "residential and related uses" is recommended for properties to the north and south of the active mixed-use Hillside area.

Framework Plan ***placeholder, pending final edits**



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

FRAMEWORK PLAN

The BOA planning process resulted in a series of planning and policy recommendations based on the findings of the Hillside BOA analysis and extensive community input. These recommendations, summarized below, are intended to advance the vision and goals for the Hillside BOA.

Land Use and Policy

1) Prepare a Comprehensive Hillside Neighborhood Master Plan to Guide Redevelopment of the Hillside.
    a. Establish a Community Working Group that includes Urban Renewal descendants.
    b. Research national models and case studies that advance equitable development.
    c. Formulate a redevelopment model and policy/governance structure.
    d. Conduct a needs assessment for the Hillside neighborhood.
    e. Prepare a Physical Master Plan.
    f. Define an implementation strategy to enact the plan.
2) Establish clear mechanisms for community engagement as Hillside redevelopment progresses, continue to partner with descendants and religious institutions
3) Review and update zoning based on detailed master plan results.
4) Incorporate the Waterfront in redevelopment planning.
5) Recognize the history and heritage of urban renewal as part of the Hillside redevelopment.
6) Conduct a Phase 1A Cultural/Archeological Study of the Hillside.
7) Review important viewsheds and incorporate preservation of visual resources.
8) Leverage publicly owned parcels and rights of way to direct development.

9) Partner with SUNY Orange (OCCC) to better integrate the campus into the community.
10) Prepare a reuse feasibility study of the Newburgh Public Safety Building site at 55 Broadway
11) Redevelop parking lot(s) on the Waterfront.
12) Consider methods to incentivize developers to implement as many BOA recommendations as feasible within each project.

Economic Development

13) Identify sites that maximize economic development opportunities.
14) Expand local tourism opportunities through the redevelopment of the Hillside.
15) Seek grants from New York State to support redevelopment goals.
16) Identify vocational training and workforce development opportunities.
17) Incorporate business incubator spaces into the BOA.
18) Integrate small-scale retail to support new growth in Hillside redevelopment.
19) Consider small-scale specialty manufacturing opportunities.
20) Invest in infrastructure and complete public space improvements to attract new development.
21) Develop sustainable tax incentive policies to encourage development

Parks, Open Space, and Transportation

22) Expand and augment a wide variety of parks and open spaces within the Hillside and along the waterfront.
    a. Incorporate neighborhood parks, courtyards, squares, pocket parks, gardens, and other public spaces into the Hillside Master Plan.
    b. Improve public access to the waterfront, including by (1) implementing and connecting to the new deepwater Newburgh Landing Dock (2) evaluating Unico Park for enhancements (3) enhancing public boat launch infrastructure, and (4) utilizing rights of way on the waterfront to increase direct public access to the shoreline.
    c. Continue to work with private developers on the waterfront to integrate publicly accessible greenspace and public access to the water (per zoning).
23) Prepare a Hillside BOA Bicycle/Pedestrian Connectivity Master Plan.
    a. Conduct a walk-audit of the Hillside Neighborhood.
    b. Re-establish linkages and some of the old urban form.
    c. Consider a landmark centerpiece connection extending down from Broadway to the waterfront.
    d. Improve pedestrian connections to Newburgh Landing Dock and Unico Park.
    e. Improve pedestrian infrastructure in the BOA.
    f. Create bicycle infrastructure.
    g. Explore opportunities for new trail connections and sidewalk improvements.
    h. Collaborate with NYSDOT to implement more traffic calming on Water Street.
24) Expand indoor and outdoor active recreational facilities in the BOA.
25) Create a signage and wayfinding program for the Hillside BOA.

26) Incorporate public art installations and an Art corridor.
27) Prepare parking plan for waterfront lands.
28) Conduct a multiuse corridor study of Broadway.
29) Identify and implement connections to regional systems.

Environment and Infrastructure

30) Conduct a geotechnical analysis on the Hillside and other sites with demolition fill.
31) Advance cleanup and redevelopment of publicly owned brownfields and strategic sites.
32) Advance clean up and redevelopment of privately-owned brownfields and strategic sites.
33) Conduct a redevelopment feasibility study for the Consolidated Iron Site.
34) Bury utility lines as sites and corridors are redeveloped.
35) Create a consolidated stormwater management plan.
36) Incorporate green infrastructure design standards.
37) Update the 2007 Shoreline Condition Assessment
38) Consider resilient infrastructure/design upgrades to marinas and docks.
39) Assess and remediate invasive species and provide native plants and habitat.
40) Consider incorporating requirements to minimize light pollution.

City of Newburgh
Hillside Brownfield Opportunity Area

Nomination Study

Section 1 – Project Description and Boundary

MAY 2025

1.1 PROJECT OVERVIEW AND DESCRIPTION

Lead Project Sponsor

The City of Newburgh was awarded a grant administered through the New York State Department of State (NYSDOS) for the preparation of a Hillside Brownfield Opportunity Area (BOA) Nomination Study in 2022. The City of Newburgh led the Newburgh Hillside BOA Nomination Study with support from the City Council and staff from the Department of Planning and Development. The city was advised by a Steering Committee comprised of local community members and development entities and supported by a consultant team and the NYSDOS.

Project Overview and Description

The Hillside BOA Nomination Study provides a detailed analysis of existing conditions within the study area and provides recommendations for redevelopment, with a focus on strategic sites that can serve as a catalyst for revitalization and investment. The study was guided by a local Steering Committee with extensive public input and consultation.

The Hillside BOA is in the City of Newburgh in Orange County along the western bank of the Hudson River. The BOA includes approximately 1.5 miles of shoreline and 147.7 acres of land on sloping terrain. The study area is centered on former Urban Renewal properties known as "the Hillside" in the City of Newburgh, between the Hudson River and Newburgh's downtown commercial corridors (Figure 1-1). The Hillside was once the commercial heart of the city and is well-known as the epicenter of Urban Renewal programs that demolished much of Newburgh's historic downtown waterfront district between 1958 and 1970. The BOA includes commercial, residential, community, and industrial uses as well as 50 acres of vacant land, most of which the city owns.

The BOA contains 22 brownfields covering 56 parcels and 52.05 acres (35%) of the study area. An active mixed-use, mixed-income neighborhood is envisioned for vacant, brownfield lands on the Hillside that would reconnect Newburgh to its waterfront. Redevelopment in the BOA would seek to provide needed housing, along with community and recreational spaces, and small-scale commercial uses, including local retail and services, that prioritize the needs of the community that once lived there. The district would also support local economic development, adding entertainment, recreation, and tourist amenities on the waterfront. Multimodal connections, public art, and cultural amenities could be incorporated along with programming to support local community development. The master plan and redevelopment model for the Hillside neighborhood will be developed collaboratively with the community, guided by the BOA Vision and Goals.

> *"Brownfields" are properties where expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.*

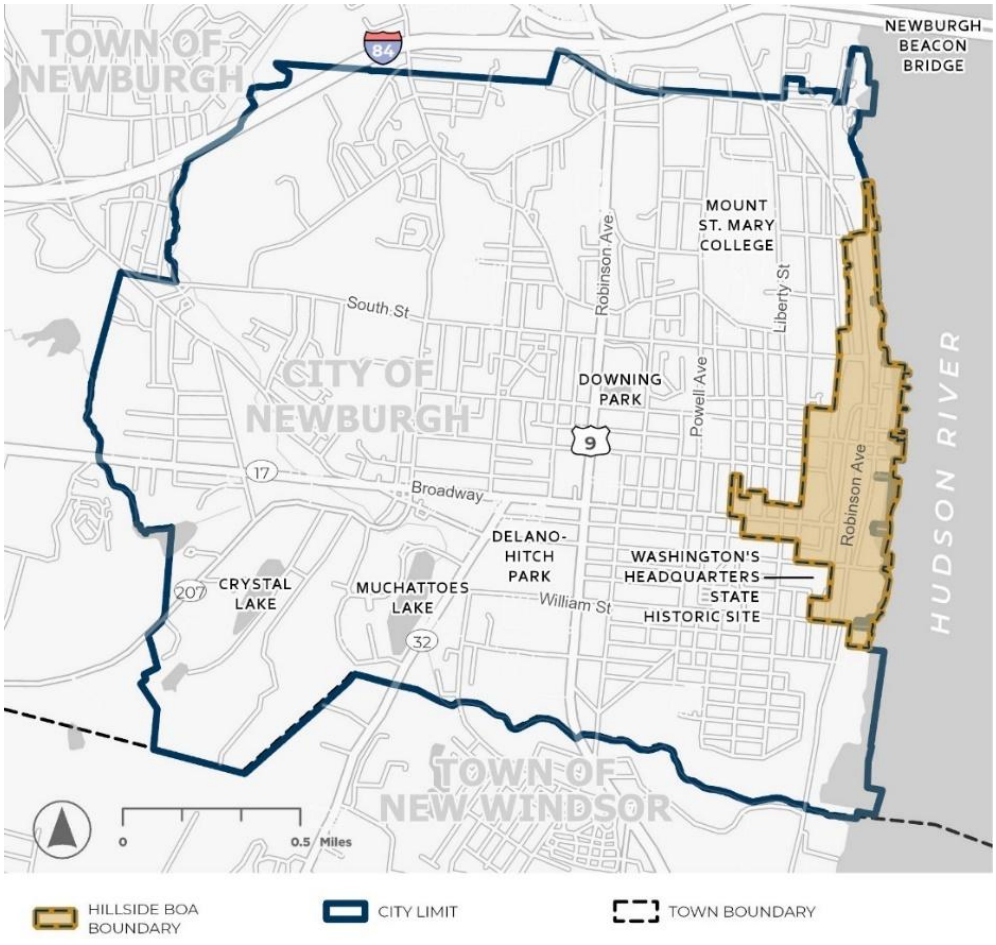


Figure 1-1. Study Area Context Map

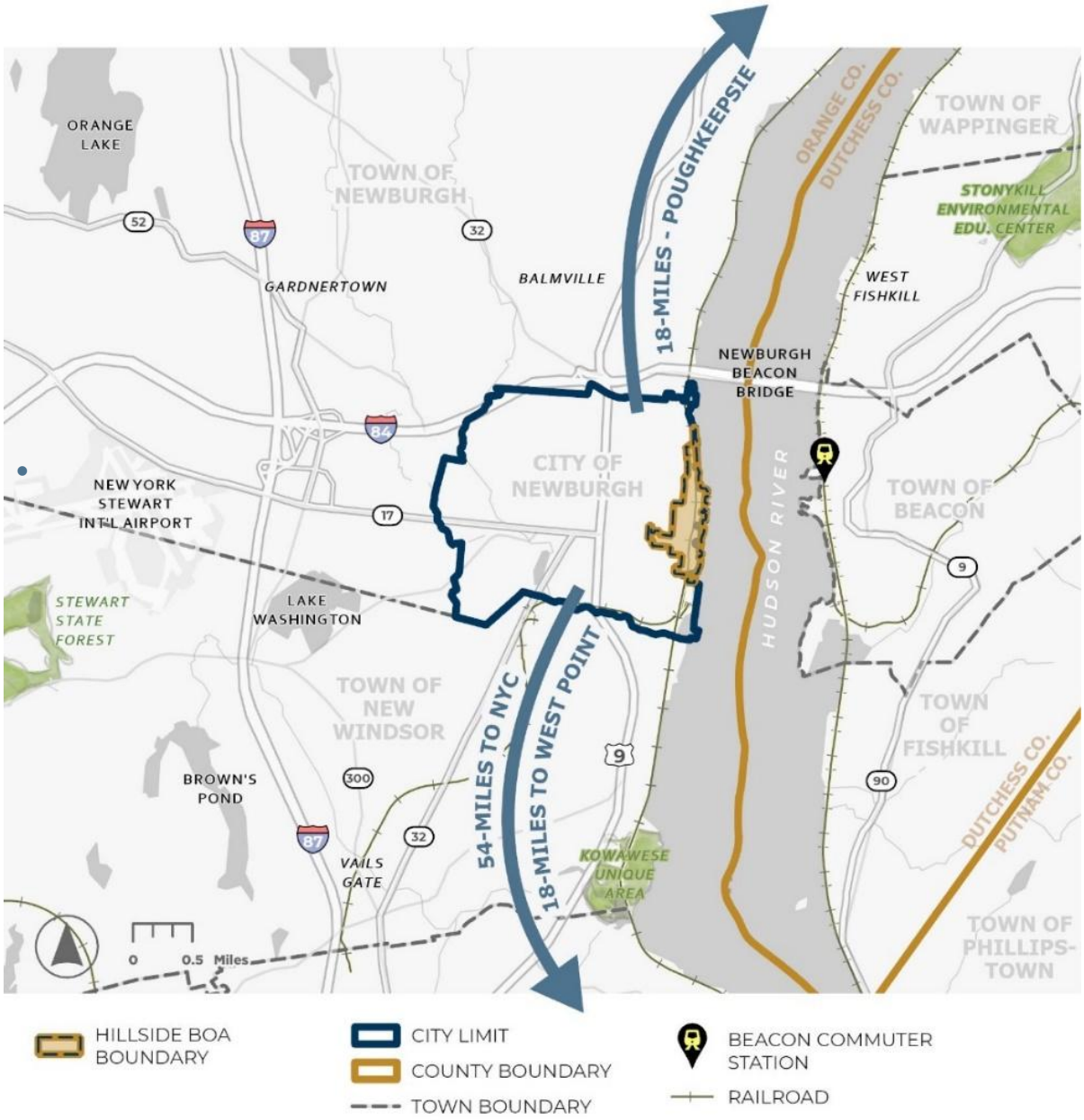


Figure 1-2. Community Context Map

1.2 PREVIOUS PLANS AND STUDIES

The Newburgh Hillside BOA builds on the Newburgh Waterfront Design Charette (2007), Plan-it Newburgh Sustainable Master Plan (2008) and Future Land Use Plan Addendum (2011), Newburgh Complete Streets Project (2015), EPA Infill Development Strategies Next Steps Memo (2016), Hudson River Estuary Program Climate Summary (2016), and the Newburgh Local Waterfront Revitalization Plan (LWRP) (2017).

The Newburgh Waterfront Design Charette, 2007 (Leyland Charette)

Often referred to as the "Leyland Charette," the Newburgh Waterfront design charette developed by the Leyland Alliance with extensive community input focuses on mixed-use development, public space, and recreational amenities within a 120-acre study area, largely covering the same area as the Newburgh Hillside BOA. The key project parcels cover 35 acres, and the development is largely water-focused, including the development of a marina. The document identifies preferred architectural styles, street designs, lot and street grid layouts, parking, pedestrian connections, viewpoints, and historic and culturally significant sites to consider in future development decisions. On the Hillside, the plan restores diagonal Colden Street and Clinton Square. The plan expands waterfront views valued by residents with C-shaped buildings and waterfront trails. The plan also recommends a focus on market-rate apartments and condominiums with a walkable street life for young residents and plans for Broadway to include further mixed-use with a tree-lined median.

The results of the Newburgh Waterfront Design Charette informed the Newburgh 2011 future land use plan and subsequent zoning ordinance update.

Plan-It Newburgh Sustainable Master Plan, 2008 (Comp Plan)

Adopted in 2008, Plan-It Newburgh focused on a community vision of growth and development that contributes to the health and well-being of city residents. The city has experienced fluctuations in population, peaking at 31,956 in 1950 and dropping to 23,438 by 1980, with a gradual increase from 1980 to 2000. Health concerns include limited healthcare options, reliance on St. Luke's Hospital, childhood poverty, and a history of lead contamination. As a result, the city envisions revitalizing underutilized areas, particularly along the Broadway corridor, to stimulate growth without displacement, and upgrading mass transit for better regional connections. Key goals include enhancing community health through better access to services and infrastructure, poverty reduction, improving quality of life for older adults and people with disabilities, strengthening the public school system, and increasing neighborhood safety through measures like better lighting, while increasing community engagement.

The city has advanced many of the targets identified in the Master Plan. For example, the city has reduced unemployment, expanded affordable housing options, remediated local brownfields, expanded the creative economy, and improved wastewater treatment infrastructure. The city has also revised local stormwater, transport, and housing policies to align

with the Master Plan. The Plan was further codified in the 2011 Future Land Use Plan and 2015 zoning ordinance update,

Future Land Use Plan – Addendum to "Plan-It Newburgh," 2011

The future land use plan supports the goals outlined in the 2008 Master Plan. In the BOA study area, the plan calls for mixed land uses and water-enhanced uses interspersed with small parks, plazas, and public spaces. The plan envisions the Hillside as a destination neighborhood, with two "gateway" entrances—one on the hillside just south of Broadway and another at the Colden Street and Water Street intersection. The plan calls for the inclusion of Broadway as an important connection for the area, with potential for increased density and transit. Approximately 11% of existing land was vacant in 2011, a significant opportunity for redevelopment, with city-owned land presenting a unique opportunity.

The Future Land Use Plan was the basis for the City of Newburgh's 2015 zoning update.

Newburgh Complete Streets Project, 2015

"Complete Streets" is a multimodal approach to transportation planning and policy that considers the safety of all users. Newburgh's Complete Streets Project focuses on the development and implementation of short- and long-term plans for transportation infrastructure on Broadway – Newburgh's "Main Street." The plan evaluates parking capacity, traffic counts, walkability, and transit viability, among other aspects of the transportation system. The final project established design recommendations and standards, cost estimates, maintenance practices, policy recommendations, and public outreach/educational priorities.

Several recommendations from the plan have been implemented along the Broadway corridor, including pedestrian crossings and bump outs to improve walkability. The city adopted streetscape standards in 2016 and a complete streets policy in 2019.

Climate Summary for Newburgh, 2016

A Climate Summary was prepared by the Hudson River Estuary Program for the City of Newburgh to inform local land-use planning and decision making. The summary highlights anticipated climate impacts in the Hudson Valley, including increased flooding, heatwaves, and drought. By 2100, temperatures are expected to resemble current conditions in South Carolina, and the number of days above 90°F is expected to more than triple by 2050. Precipitation will increase, but there will be more dry days, leading to fewer, yet more intense rainfall events. The summary recommends improving climate resilience, for example, by adopting community heat emergency plans, enhancing tree coverage, and adding green infrastructure to absorb heat and minimize impervious surfaces. Green infrastructure such as bioswales, bioretention ponds, and green roofs can be used in place of conventional "gray" stormwater infrastructure to reduce runoff while providing co-benefits such as cooler temperature and improved air quality. The study also suggests implementing water conservation and reuse programs, completing flood vulnerability assessments, and adjusting stormwater infrastructure for future climate conditions.

The city has continued to implement stormwater management improvements as part of its Combined Sewer Overflow (CSO) Long Term Control Plan, including green infrastructure improvements. The city completed a shoreline assessment in 2017 and is also pursuing restoration of the Quassaick Creek to mitigate flood risk and storm surges.

EPA Infill Development Strategies Next Steps Memo, 2016

The memo identified development strategy opportunities for Newburgh, including environmental assessments as a key priority to address concerns about potential hazardous materials like asbestos and lead. With city control over the property and a focus on strategic, block-by-block redevelopment led by local developers and nonprofits, development can be tailored to the needs of the area, particularly in relation to the waterfront and the allocation of land. The challenges identified for redeveloping the Hillside in the memo included high development costs and the costly sewer line relocation, estimated at $20 million. The sewer upgrades were completed in 2024. Phase I and phase II environmental assessments for some Hillside properties were completed in 2024 and further assessments are planned for the near future.

Newburgh Local Waterfront Revitalization Program (LWRP), 2017

Locally adopted in July 2017, the plan identifies existing assets and development opportunities for the Hudson River waterfront. The LWRP Waterfront Revitalization Area (WRA) study area fully encompasses the BOA with 537 acres. The BOA is located primarily in the WRA sub-area B, with some parts of sub-area C. The LWRP highlights significant areas of vacant and underutilized land on the waterfront resulting from Urban Renewal. Minimal flood risk was identified along the shoreline and WRA; however, heavy rainfall causes sewer overflow into the Hudson River, and sewer capacity increases will be needed for new development. The LWRP also states that many waterfront area sites will need environmental cleanup prior to development. The city completed a sewer improvement project in 2024 to increase the wastewater capacity of the Hillside and has advanced assessment and remediation of brownfields along the waterfront.

The LWRP emphasizes enhancing connections to the waterfront from Broadway, encouraging pedestrian activity through infill development, and integrating water-dependent uses and public access points integrated into new projects. Improvements in landscape, streetscape, pedestrian amenities, and architectural design were recommended across the WRA, and private development that aligns with public uses. The LWRP supports the proposed designation of thematic corridors from the Hudson riverfront up from the city's waterfront upland to the city's downtown area. In this approach, Washington Street would be developed for its historic destinations, Broadway for its commercial destinations, Second Street for its cultural resources, and South Street for its residential neighborhood destinations.

1.3 COMMUNITY VISION AND GOALS

The vision and goals were developed by the community during the Hillside BOA planning process to guide future development.

VISION

The Hillside Brownfield Opportunity Area is a walkable, mixed-use, downtown district that inspires a sense of community, belonging, and pride in Newburgh. A vibrant Hillside neighborhood has a variety of housing types interspersed with plazas and parks for people to gather, recreate, dine, and quietly take in the view. Anchor institutions, retail shops, and small businesses along Broadway and the Hillside provide local jobs, services, and shopping. Accessible connections effortlessly integrate the downtown and waterfront. Thoughtful urban design adds beauty and interest to the cityscape, while celebrating Newburgh's unique history, architecture, and culture.

The district is a favorite spot for locals and visitors. Diverse activities, including cultural, educational, recreational, and culinary attractions, take advantage of the riverfront location and serve the surrounding neighborhoods and youth. An active waterfront includes public parks and docks, eateries, picnic areas, family amusements, trails, natural features, fishing, and watercraft from kayaks to cruise ships.

GOALS

Equity - Implement innovative and balanced models of community and economic development that build the wealth of the local community and city at large, address the history and injustice of Urban Renewal, increase homeownership, and protect human and environmental health.

Unity - Design an inclusive district with space for everyone, where locals feel at home and visitors feel welcome, with housing, businesses, and services that meet the needs of residents, and places that bring the community together.

Pride - Redevelop the Hillside BOA to reflect the vision, diversity, and history of the people of Newburgh, creating a desirable place to live, experience, and do business that inspires community pride and is well-connected to and patronized by the broader region.

Growth - Shape the Hillside BOA District to be a social and economic growth engine for the city, with quality jobs and community services, resources for youth and workforce development, and enterprises that support the local economy and tax base.

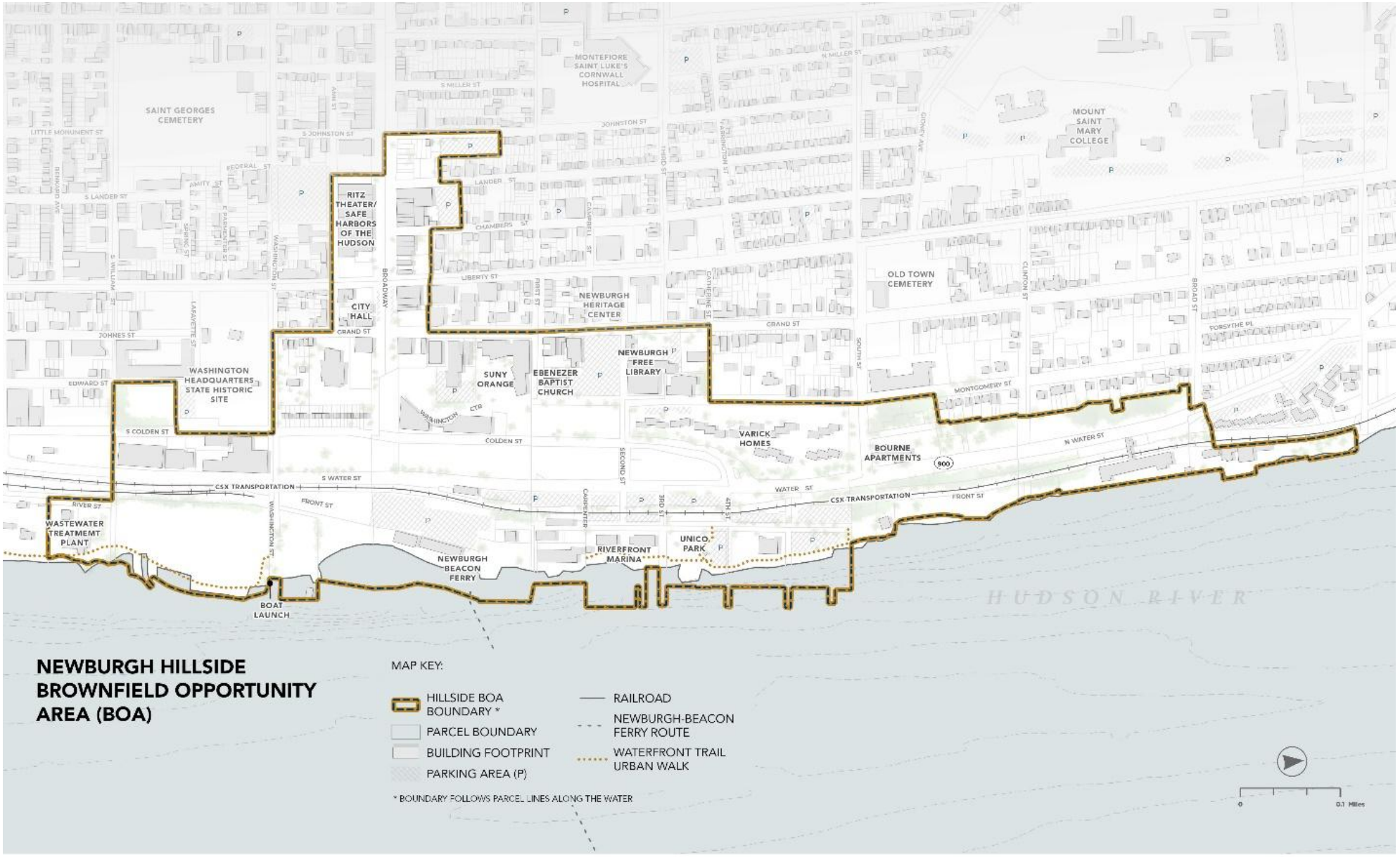
1.4 BOA BOUNDARY DESCRIPTION AND JUSTIFICATION

The Hillside BOA is in the City of Newburgh in Orange County along the western bank of the Hudson River. The BOA includes approximately 1.5 miles of shoreline and 147.7 acres of land. The Newburgh Hillside BOA Study Area encompasses 22 brownfield properties on or near former Urban Renewal land in Newburgh's historic downtown waterfront neighborhood. The brownfields cover 56 parcels and 52.05 acres (35%) of the study area.

The Hillside area is a rare concentration of vacant, urban land on the Hudson River waterfront with beautiful views of the Hudson Highlands. Redeveloping these properties in accordance with the community's vision and goals would address social, economic, and environmental harms caused by Urban Renewal; invest in an environmental justice community; and help Newburgh reestablish a vibrant waterfront district that would catalyze broader investment in the city.

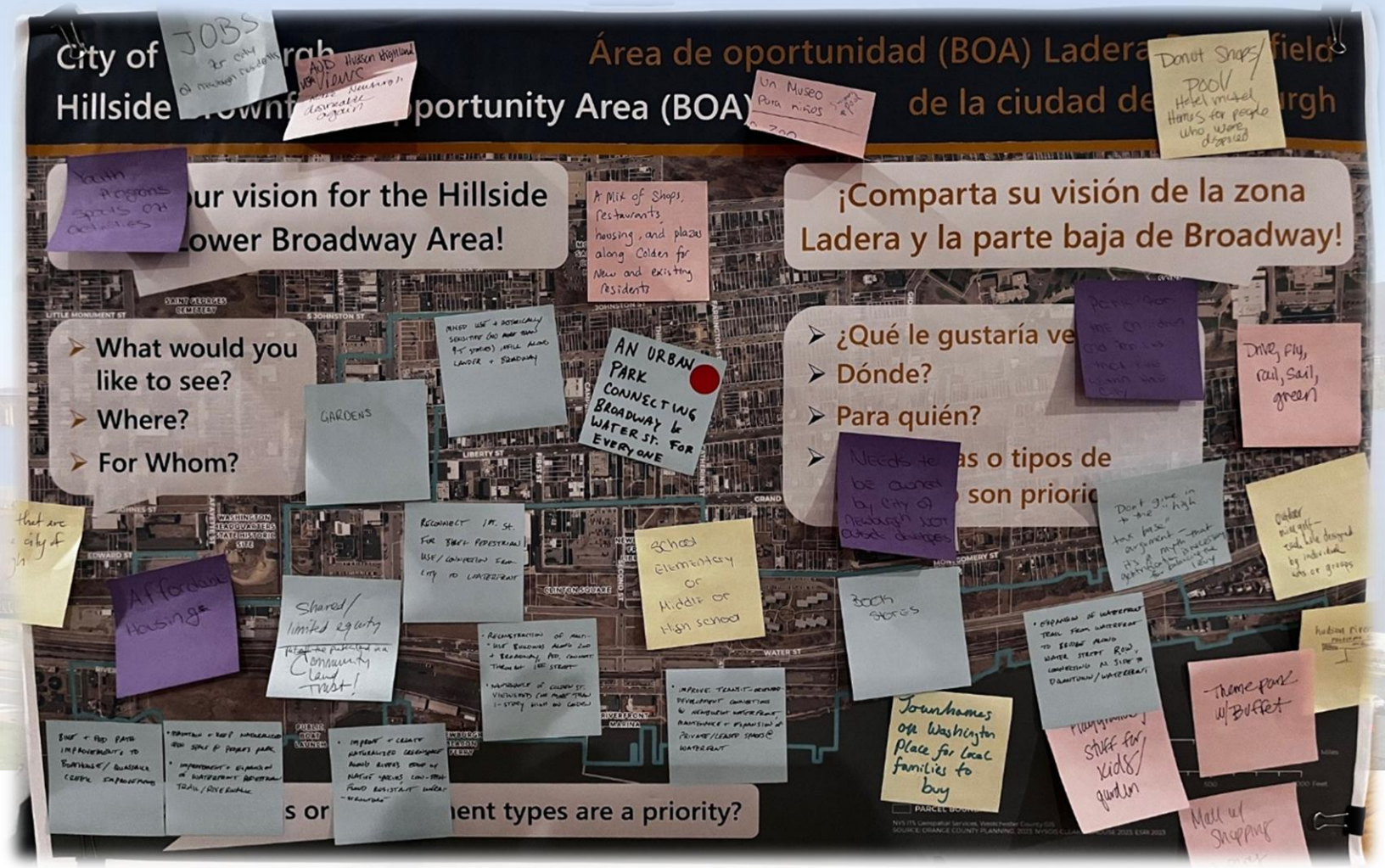
The boundary of the Hillside BOA is illustrated in Figure 3. The area generally includes the Newburgh waterfront from the Historic Steam Mill properties on the north edge of the BOA to the Wastewater Treatment Plant and parcels surrounding the former Consolidated Iron site on the southern edge. The area encompasses vacant Urban Renewal lands on Water Street between Broad Street and Washington Street and extends along the Broadway corridor to Johnston Street. Vacant and underutilized properties between Broadway and Catherine Street east of Grand Street are also included in the BOA.

A detailed description of the setting and characteristics of the Hillside BOA is provided in Section 3.



SOURCES: ORANGE COUNTY PLANNING, 2025; NYSGIS CLEARINGHOUSE 2025; ESRI 2025; OPENSTREETMAP CONTRIBUTERS 2025

Figure. 1-3 BOA Boundary Map



Section 2: Community Participation

2.1 COMMUNITY PARTICIPATION OVERVIEW

Community participation and buy-in are critical to successfully revitalize the Newburgh Hillside BOA. Extensive input from the public and local stakeholders informed the findings and recommendations in this Nomination Study. A concerted effort was made to engage a wide range of community members and harder-to-reach groups in order to gather feedback and garner excitement about redevelopment opportunities. Participants in the BOA planning process included residents, Urban Renewal descendants, new Americans, leaders of local institutions and community organizations, local and regional officials, and business and property owners.

This section summarizes the community outreach and engagement methods used to develop the City of Newburgh Hillside BOA Nomination Study. Copies of public comments and event reports are provided in the appendices.

Community Participation Plan

At the outset of the BOA Nomination Study, a Community Participation Plan was created with the city and steering committee outlining an approach to fully involve the community in the planning process. Engagement included targeted outreach to harder-to-reach populations such as low-income residents, working families, and Spanish speakers. The Project Team collaborated with local community organizations on events and outreach and employed a variety of online and in-person formats. Care was taken to use accessible formats by choosing Americans with Disabilities Act (ADA)-compliant venues and Spanish-translated outreach materials.

Outreach by the numbers

1 Community Survey
1 Public Hearing
7 Community Outreach Events over two days
7 Community and Focus Group Meetings
7 Steering Committee Meetings
16 Stakeholder Interviews
170 Mailing List Subscribers
1,200+ comments

Community Outreach Goals:

- Foster dialogue and interaction between the public, stakeholders, the City of Newburgh, applicable regulatory agencies, and the Project Team during the planning process.
- Gather information from the community to inform decisions.
- Build ownership and support for the process and outcomes.

Outreach Approach:

Provide opportunities for the public and stakeholders to:

- Learn about the BOA nomination process.
- Voice concerns and opportunities related to the project.
- Contribute their vision and ideas for BOA development.

The community engagement process built on public input from past planning efforts within the study area, such as the 2007 Newburgh Waterfront Design Charette, 2008 Plan-it Newburgh Sustainable Master Plan, 2015 City of Newburgh Zoning Update, and 2017 Newburgh Local Waterfront Revitalization Plan (LWRP).

2.2 STEERING COMMITTEE

A steering committee was created to guide the development of the BOA Nomination Study. The committee was comprised of a range of interests (Table 2-1), including lifelong residents and leaders of community groups, regional institutions, and planning and community development entities.

Table 2-1. Newburgh Hillside BOA Steering Committee Members (alphabetical by last name)

Name	Organization
William Barham	Local Real Estate Broker
Alexandra Church	City of Newburgh Director of Planning and Development
Steven Gross	Orange County Economic Development Director
Ray Harvey	NAACP/Community Representative
Jill Marie	Habitat for Humanity of Greater Newburgh Executive Director
Jason Morris	City of Newburgh Commissioner of Public Works and City Engineer
Omari Shakur	City of Newburgh Council, At Large Member
Lisa Silverstone	Safe Harbors of the Hudson Executive Director
Ralph Staples	Strategic Economic Development Advisory Committee (SEDAC) & Urban Renewal Legacy Representative
Bishop Jeffrey Woody	Newburgh Ministerial Representative
Joy Young	Urban Renewal Legacy Representative
Kristine Young	SUNY Orange President

The responsibilities of the BOA steering committee were as follows:

- Provide input and advice on the Nomination planning process, existing conditions, potential opportunities, recommendations, and draft documents.
- Collect ideas and input from the public as well as key stakeholders and experts.
- Keep the public informed and engaged throughout the planning process.

Table 2-2 provides a list of the steering committee meetings and their agendas.

Table 2-2. Summary of Steering Committee Meetings

No.	Date	Agenda
SC-1	8.14.2023	Introduction to the BOA program; discussion on the BOA study area, overview of the project scope, schedule, steering committee role, and public engagement process.
SC-2	11.13.2023	Initial inventory findings; discussion on the vision and goals for the study area and the public participation plan.
SC-3	3.06.2024	Findings from the inventory and analysis, outcomes of public engagement to date, and discussion on the EPA Assessment Grant.
SC-4	4.16.2024	Vision and goals, environmental conditions assessments, discussion on BOA recommendations (part 1) and strategic sites.
SC-5	5.20.2024	Discussion on BOA recommendations (part 2) including the framework plan, strategic sites, and policy and planning recommendations.
SC-6	10.16.2024	Updates on environmental site assessments, recommendations development, and outreach updates.
SC-7	1.21.2025	Outreach updates, working session on the implementation matrix and strategic site opportunities.

2.3 STAKEHOLDER ENGAGEMENT

The Project Team worked with the steering committee and the City of Newburgh to identify and engage key stakeholders through presentations, interviews, focus groups, and/or community meetings. Stakeholders included government officials, technical experts, community and not-for-profit organizations, and private sector representatives. Stakeholders were invited to share their unique perspectives and expertise on key issues such as the history of the Hillside, community development needs, complete streets, public infrastructure and utilities, natural resources, inclusivity, business, and real estate development.

Immersion Tour

An Immersion Tour was arranged on October 26, 2023 to give the Newburgh Hillside BOA Project Team a sense of the existing conditions and future potential of the study area. The Project Team, city staff, and steering committee members undertook a walking tour covering the full BOA. The tour included stops at key sites, field presentations by expert stakeholders, a presentation by the city historian, and a group discussion at the Heritage Center. The tour also allowed for observation of how the community uses public spaces for discussion of initial ideas regarding the study area.



Stakeholder Interviews

The Project Team identified key individuals in the community involved with revitalizing and redeveloping the study area. From November 2023 to January 2025, one-on-one interviews were held to understand issues, concerns, and ideas for redevelopment.

Stakeholder Interviewees

- **Corey Allen**, Urban Renewal Legacy Representative and Community Advocate
- **William Barham**, Local Real Estate Expert
- **Steven Gross**, Orange County Economic Development Director
- **Jill Marie**, Habitat for Humanity of Greater Newburgh Executive Director
- **Lisa Silverstone**, Safe Harbors of the Hudson Executive Director
- **Kristine Young**, SUNY Orange President
- **Jason Morris**, City of Newburgh Commissioner of Public Works and City Engineer
- **Jerrod Lang**, **Ed Lawson**, and **Noah-Lee Andre**, Blacc Vanilla Café/Community Foundation
- **Bishop Jeffrey Woody**, Cathedral Community Development Foundation
- **Nick Citera**, Cosimo's Restaurant Group
- **Keith Libolt**, Affordable Housing Concepts
- **Joseph Bonura**, Bonura Hospitality Group
- **Sean Kearney**, Kearney Realty & Development Group
- **Kelly Libolt**, Planning Consultant

Themes

Stakeholders were asked about their vision for the study area and potential barriers or opportunities. A variety of themes emerged.

Several interviewees discussed the opportunity to drive community and economic development through commercial, residential, and mixed-use redevelopment of the BOA. They noted that increased housing and business diversity would increase economic opportunities for residents while bringing more business and tax revenue to the city. Stakeholders noted a market for restaurants and potentially hospitality uses (e.g., hotels). They observed a strong demand for apartments, mixed-income housing, and affordable housing, including for families. Several called for the city to create a cohesive housing plan.

Other interviewees emphasized the need to increase Black homeownership and advance toward a more equitable Newburgh. Several stakeholders saw the redevelopment of the BOA as an opportunity to help heal the community and address harm caused by Urban Renewal. They called for policies and actions to provide restitution for Urban Renewal descendants and advance equity. In a similar vein, some shared ideas for projects that could rebuild community in the Hillside neighborhood, such as active public spaces, community gardens, and public art showcasing Newburgh's history and culture. Other ideas included reclaiming rights of way as pedestrian-only thoroughfares, fostering a strong local arts industry, and building a vibrant college-age student community. Flood hazards and parking needs were raised as potential issues to consider.

Focus Groups

In response to community interest, the Project Team organized two focus groups to gather additional information on environmental concerns and the views of Urban Renewal descendants.

Environmental Focus Group

April 29, 2024

The Project Team met with representatives from the Greater Newburgh Parks Conservancy, Conservation Advisory Council, Riverkeeper, Newburghcares, Newburgh Transportation Advisory Committee, the Newburgh Clean Water Project, and Newburgh Habitat for Humanity.

The group identified access to green spaces and the waterfront as top priorities. They recommended that redevelopment plans follow a walkable "15-minute city" design with green spaces, waterfront parkland and boardwalks, river views, and beautiful pedestrian corridors. Participants pointed to the mixed-use, mixed-income neighborhood and street network that existed before Urban Renewal as a model. They also advocated youth and age-friendly designs and opportunities to benefit Urban Renewal descendants who lost generational wealth.

The group provided suggestions for incorporating sustainability practices into new infrastructure and buildings to reduce emissions and increase resilience to heat and flooding. These included the use of green infrastructure, green multimodal transportation networks, parking maximums, street trees, and energy-efficient design. Participants also discussed the use of policies and incentives to support sustainable development. One idea was to use a scaled response checklist for new development, with points for environmental features (e.g., green spaces, green or solar

roof, LEED, remediation, etc.). Another idea was to use development fees or Community Benefit Agreements (CBAs) to fund sustainability initiatives.

Urban Renewal Focus Group

October 22, 2024

The city and Project Team met twice with a group of community members and advocates for those directly impacted by Urban Renewal. The group's priorities included indemnification for Urban Renewal descendants and representation of descendants in official discussions on redevelopment of Urban Renewal lands. The group envisioned a non-gentrified process for redeveloping the BOA that would build wealth within the community. They suggested using tools such as PILOTs (payment in lieu of taxes) and developer fees to benefit the community.

When discussing physical improvements, the group preferred mixed-use development in the study area, with a mix of homeownership and rental units, and affordable units. They suggested buildings of medium height and density with a variety of community and neighborhood amenities. Ideas for amenities included a grocery store, workforce development center, family attractions, and an improved, electric transit system.

Community Meetings

The Project Team met with local groups and community organizations throughout the project to discuss the goals and progress of the BOA and to gather feedback. These discussions were organized as part of the groups' regularly scheduled meetings.

NAACP Branch Meeting

January 11, 2024

The Project Team gave a presentation to the NAACP Newburgh/Highland Falls Branch on the BOA planning process, including an overview of the project, study area, and public engagement opportunities. The presentation shared what to expect at the first outreach day event. The presentation was followed by a discussion on the vision for the BOA and challenges facing redevelopment.

Strategic Economic Development Advisory Committee

May 1, 2024 and March 5, 2025

The Project Team first met with the Strategic Economic Development Advisory Committee (SEDAC) to share an overview of the BOA project and collect their input on the vision and potential redevelopment scenarios for the BOA. The Project Team met with SEDAC a second time in 2025 to discuss the draft BOA recommendations and environmental assessments of Hillside sites.

SEDAC members noted that redevelopment in the BOA should meet community needs while also generating revenue for the city and its residents. The group envisioned a mixed-use, mixed-

income area. They suggested focusing on the Broadway corridor for local amenities and services (e.g., grocery stores, laundromats, affordable restaurants) and revitalizing the Hillside and waterfront area as a family-oriented, income-generating destination for visitors that is also accessible and attractive for city residents year-round. The group discussed potential infrastructure improvements such as a pedestrian bridge with an elevator to connect the Hillside to the waterfront, and a rehabilitated Newburgh Landing pier. They also shared ideas for incorporating green space, providing more indoor and outdoor activities, and creating a stronger sense of place. Expanding ownership, hospitality uses, water-based activities, and visitation by Hispanic community members were seen as potential opportunities for the BOA.

Newburgh Arts and Cultural Committee

December 2024

The city met with the Newburgh Arts and Cultural Committee to present the draft BOA recommendations and discuss how art has a place in the redevelopment of the study area.

Newburgh Ministerial Fellowship

February 1, 2025

The city presented the draft BOA recommendations to a meeting of the ministerial fellowship.

2.4 COMMUNITY-WIDE OUTREACH

Community Outreach Day 1

The Project Team hosted its first Community Outreach Day on January 13, 2024, to talk about the vision for the Hillside study area with the Newburgh community. The outreach day consisted of pop-up activities in five locations:

- Newburgh Armory Unity Center, 10 a.m. to 12 p.m.
- Newburgh Farmers Market at Safe Harbors, 10 a.m. to 12 p.m.
- Newburgh Free Library, 1 p.m. to 2:30 p.m.
- Blacc Vanilla Café, 1:15 p.m. to 2:15 p.m.
- Safe Harbors Lobby at the Ritz, 3 p.m. to 4:30 p.m.



The Project Team engaged with people of all ages. Many of the outreach attendees were active in the community and had some knowledge about the project and/or Hillside neighborhood, including being displaced or descendants of people displaced by Urban Renewal.

Community members were asked about their vision for a revitalized Hillside neighborhood and the Project Team collected 135 written comments. Results were summarized and shared with the steering committee and public. Key themes included:

- Increase homeownership and diverse housing options.
- Create activities/services for the community and to increase tourism.
- Generate activities/education for kids.
- Enhance the visual and pedestrian experience.
- Become a destination for art and culture.
- Create more green space and/or open space.



Online Survey

In conjunction with Community Outreach Day 1, the Project Team launched the City of Newburgh Hillside Brownfield Opportunity Area (BOA) Survey. The survey opened on January 13, 2024, and closed on February 29, 2024, and received a total of 162 detailed responses. The survey consisted of written response questions that focused on participants' vision, goals, and preferred development for the study area. Key themes from the surveys included the need for affordable housing, mixed-use development, creating or preserving green and open space, investing in workforce development, and enhancing the pedestrian experience.

Community Outreach Day 2



The Project Team hosted its second Community Outreach Day on November 14, 2024 at the Heritage Center. The outreach day consisted of an afternoon session from 2 p.m. to 4 p.m. and an evening session from 5 p.m. to 7 p.m.

The sessions were organized in an Open House format and included a brief, livestreamed presentation on the BOA planning process with a question-and-answer period. The presentations were held at 2 p.m. and 6 p.m.

Participants could provide feedback on the draft recommendations for the Hillside BOA, which had been created based on previous community input. Participants could also review a list of community needs and complete a visual preference survey to identify desired building styles for the BOA. The event included interactive elements to visualize recommendations and share ideas.

Attendees indicated their support for the draft recommendations and provided over 75 written comments.



Feedback was positive regarding the draft recommendations and community needs. Comments focused on the following themes:

- Workforce development and affordable housing
- Enhanced walkability
- Transportation improvements
- Preservation efforts
- Environmentally conscious efforts
- Adhering to local architectural standards

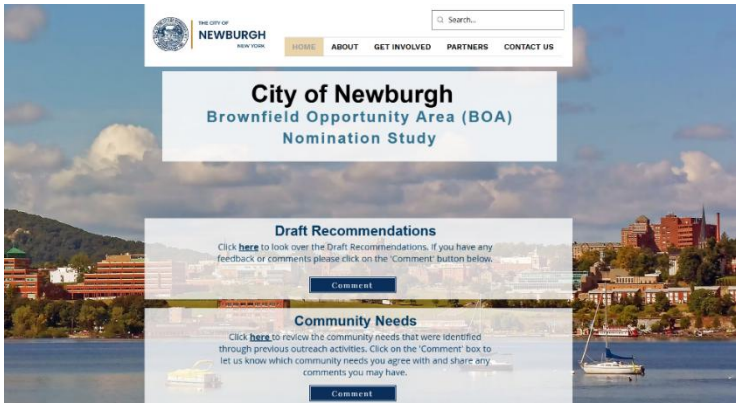
Online Form

An online comment form was posted on the project website for community members who could not attend Community Outreach Day 2. The form allowed community members to submit comments on the draft recommendations and community needs list. This form was posted on March 1, 2025, and closed on March 17, 2025. Comments focused on rectifying the harms of Urban Renewal, preserving Newburgh's historic architecture, including open space, and adding new attractions.

Public Hearing and Meeting

The Newburgh City Council held a public hearing on May 12, 2025 to receive public comments on the Hillside BOA Nomination Study.

The City Council held a second public meeting on May 27, 2025, and approved the BOA Nomination Study and designation request.



Project Website

The Project Team maintained a website with information about the project and how to get involved between 2023 and 2025. Project announcements, documents, and engagement opportunities were posted to the website. The public could use the contact forms on the website to submit comments at any time or to subscribe to the project mailing list.

Promotion



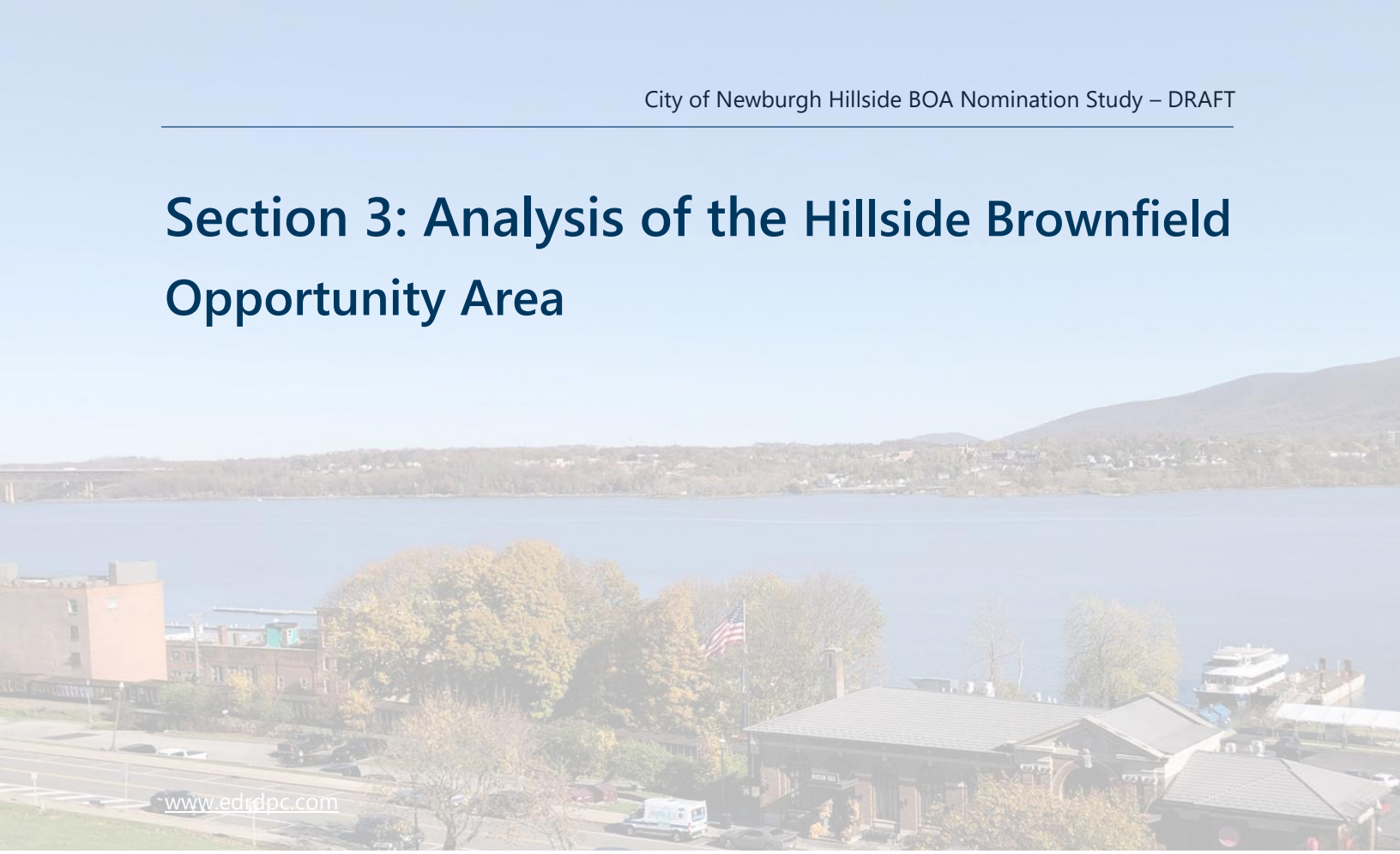
A variety of channels were utilized to publicize project updates and ensure broad public participation. Traditional and digital outreach methods were used in collaboration with the city and local organizations. Methods included:

- Press releases to local media outlets
- Emails to the project mailing list
- Targeted emails to stakeholder mailing lists
- Promotion on city social media accounts
- Flyers distributed to local businesses and at pop-up events.

Notices of public events were posted in advance and distributed widely. Outreach took place in accessible venues and included Spanish-translated materials.

Additional information on public outreach is available in the appendices.

Section 3: Analysis of the Hillside Brownfield Opportunity Area



3.1 COMMUNITY AND REGIONAL SETTING

Geographic Context

The City of Newburgh is a major urban center on the northeastern edge of Orange County, New York, within the Hudson Valley region. Newburgh is situated along the western bank of the Hudson River on a 1-mile-wide bay approximately 60 miles north of New York City. The municipality includes roughly 3.8 square miles of land and 1.25 square miles of surface water on the Hudson River, with 2.3 miles of shoreline. The city's prime riverside location, deep-water port, and naval yards have historically contributed to Newburgh's significance as a center of manufacturing, trade, and commerce. The city's accessibility to major transportation infrastructure, including Interstates 84 and 87, Stewart International Airport, and a ferry to the Metro-North rail line, enhances its connectivity. Additionally, the area is renowned for its natural

and scenic resources, which include the Hudson Highlands and Storm King State Parks to the south and the Shawangunk Ridge to the northwest.

Key Findings:

- Newburgh grew from a small settlement to major city between 1709 and 1865 and played a key role in the early history of the United States.
- Newburgh and the Hillside area was a trade, manufacturing, and retail shopping center between the mid-nineteenth and mid-twentieth century.
- Industry and jobs declined after 1950, and much of the historic downtown waterfront was demolished under Urban Renewal between 1958 and 1970.
- Many historic buildings remain east of the Hillside.
- Newburgh's population peaked at 32,000 in 1950, declined to 23,000 in 1980, and has since stabilized at 28,500.

History of Newburgh

The City of Newburgh is situated within the former territory of the Algonquin-speaking people of the Lenape tribe. At the time of contact with Europeans in the seventeenth century, the Lenape people lived along the lower Delaware and Hudson River valleys. The first Europeans to settle in what is now modern-day Newburgh were German immigrants arriving from the Palatinate territory of Germany in 1709. The settlement consisted of 12 families, each promised a land patent between 100 and 300 acres that extended west from the Hudson River approximately one mile. Soon to follow were English immigrants who, by 1750, were in the majority (Headley, 1908). By 1752, the settlement had been renamed "The Parish of Newburgh" and consisted of 43 real-estate leaseholders.

Newburgh played a critical role in the American Revolutionary period. Two companies of militiamen were organized in Newburgh to support a Continental Army regiment formed in southern Ulster County. Due to Newburgh's strategic location on the Hudson, the local militia "never slept" and were called to arms over 300 times. Newburgh served as the Continental Army's headquarters between April 1782 and August 1783. George Washington's stay at the home of Colonel Jonathan Hasbrouck marked the longest tenure for any of Washington's headquarters. While Newburgh avoided any direct conflict, many soldiers from the area were killed or captured defending strategic forts along the Hudson River. The conclusion of the Revolutionary War initially left many in poverty due to the depreciated value of continental currency, but by 1790, Newburgh was beginning a period of prosperity, with an expanded population of 2,365 inhabitants (Ruttenber and Clark, 1881; Headly, 1908).

Newburgh was incorporated as a village in 1800 and became a prominent shipping port on the Hudson. Owing to its geographic location and naturally deep harbor, manufacturing and trade became a focal point of the local economy, enough to be assigned a federal customs house.

Updated transportation routes became a necessity (Historical Society of Newburgh & The Highlands). With a capital investment of $125,000, the Newburgh and Cochecton Turnpike was incorporated in 1801. The new turnpike provided a more direct route between the Delaware River and the Hudson River via Newburgh and contributed to the growth of the village. New turnpikes and railroads continued to connect Newburgh to the further reaches of New York State, including a connection to Buffalo, a 65-hour journey billed around the 1830s as "the shortest and most expeditious route from the Hudson to the western country" (Headley, 1908).

Newburgh continued to grow and was incorporated as a city in 1865. Due to new transportation routes connecting the western part of the state with the Hudson River, manufacturers began to open new production facilities in Newburgh. One such company was Sweet, Orr & Co., a manufacturer of overalls and other work garments. Looking to expand their manufacturing capabilities, Sweet, Orr & Co. opened two new production facilities on Broadway and Concord Street in 1880. Towards the close of the nineteenth century, electricity reached Newburgh. In 1881, the Orange Woolen Mill installed an Edison generator to provide the factory with 126 electrically powered lamps. By 1883, Thomas Edison entered a partnership with Highland National Bank president Moses Belknap and formed the Edison Electric Illuminating Company of Newburgh. This business venture would bring electricity to the City of Newburgh via a generating facility that is still located at the corner of Third and Montgomery Streets (Barrett, 2000).

At the turn of the twentieth century, there were more than 100 manufacturing plants in Newburgh, and the city has also become a major retail shopping center in the Hudson Valley. The Hillside BOA contributed to this prosperity with its densely developed multi-story brick row buildings, which included a wide variety of retail stores and manufacturers, as well as townhomes and apartment flats. Interspersed throughout the district were attractions and amenities such theaters, union halls, social clubs, bars, restaurants, recreation centers, churches, hotels, laundries, and public services. On the waterfront were shipbuilding yards, rail and freight

yards, and mills, as well as retail and entertainment uses. By 1950, the city's population had reached a peak of 32,000 residents (Historical Society of Newburgh & The Highlands).

The development of the NYS Thruway, I-84, and Newburgh-Beacon Bridge in the mid-twentieth century created easier access to neighboring communities and led to the growth of Newburgh's suburbs. The new highway infrastructure bypassed the City of Newburgh and its waterfront, which reinforced the trend towards shipping via trucks rather than waterways. This shift, and the national decline in American industry contributed to the decline of Newburgh's industrial economy and waterfront area. Fewer jobs led to fewer residents and visitors, the closure of retail businesses, and an increase in vacant properties. In 1970, the nearby Stewart Air Force Base was deactivated, resulting in the loss of another 6,000 jobs.[1]

The city's response to this decline was to implement an aggressive Urban Renewal program supported by new federal subsidy programs, which resulted in the demolition of much of the waterfront district (see Urban Renewal).

Key Findings:

- The Hillside BOA is within the oldest part of the city and served as the Continental Army headquarters during the Revolutionary War.
- The area has beautiful views of the Hudson River and Hudson Highlands.
- There are 1.5 miles of waterfront in the BOA with direct access to the shoreline and a deepwater port.
- The BOA is a few hours north of New York City and well connected to air, water, metro, rail, and highway transportation networks.
- The Hillside BOA was the epicenter of Newburgh's Urban Renewal, which demolished the historic downtown waterfront and displaced entire communities, including many Black and minority residents, resulting in further decline and disinvestment.
- Today, there are over 21 acres of vacant, Urban Renewal brownfields in the BOA and another 30 acres of vacant, brownfield, and/or underutilized land.

Newburgh's population continued to decline through the 1980s to a low of approximately 23,000, before gradually increasing through the 1990s. Unemployment remained significantly higher than the New York State average. Since 2000, the population has stabilized at roughly 28,5000 and unemployment has improved to more closely track the state average. The city's population has also grown more diverse, with more Hispanic and multi-racial residents. A more detailed socioeconomic analysis of Newburgh today is provided below (U.S. Census Bureau, decennial census data).

[1] The base was reopened as the New York State Stewart Air National Guard Base in 1980.

Urban Renewal

Beginning in the 1950s, the city began acquiring properties in the waterfront and East End districts by purchase, tax foreclosure, or eminent domain seizure. These included many homes and businesses as well as churches, community buildings, and iconic historic buildings such as the Palantine Hotel. Between 1958 and 1970, the city demolished over 25 blocks in its historic downtown waterfront district, which included a vibrant residential neighborhood and several historically significant buildings. Approximately 1,300 buildings were demolished, and 10 streets were buried, displacing dozens of businesses and thousands of residents. Black families, immigrants, and other minorities were targeted and disproportionately impacted by the loss of their homes, businesses, and community.

Activists in Newburgh responded to the devastation of losing much of Newburgh's historic core by organizing to halt the demolition and preserve the city's remaining unique assets. In the 1970s, volunteers cataloged over 4,000 historic buildings in the East End, and the area was declared a National Historic District in 1973.

> *"Destroying the unique character of the neighborhood" for a parking lot or a supermarket would "ultimately cost the city money, not to mention the impoverishment to the spiritual and intellectual life of the community."*
> *---- George Tatum, President of The Society of Architectural Historians, in a letter to Newburgh's Urban Renewal director in 1967*

Although many revitalization plans have been drafted over the intervening decades, most of the Urban Renewal land remains vacant and under the ownership of the city. Only a small portion has been redeveloped for residential, institutional, and some commercial uses. A series of community planning and visioning efforts have set the stage for future revitalization, but further work is needed to assess community needs and define a redevelopment strategy for the Hillside.

Hillside BOA Setting

The Hillside BOA is 147.7 acres in the center of Newburgh's waterfront with approximately 1.5 miles of Hudson River shoreline. The sloping terrain provides some of the best views of the Hudson Highlands. There is direct access to the shoreline, with several connecting streets running above and below the CSX railroad that runs the length of the Newburgh riverfront The waterfront is free from major highway infrastructure and contains a commuter ferry to the east bank of the Hudson River.

The Hillside BOA is in the oldest part of the city and was the epicenter of the city's Urban Renewal demolition program. Environmental contamination associated with petroleum products, metals, asbestos, polychlorinated biphenyls (PCBs), lead paint and more are potentially

present on these sites given the demolition practices at the time. Today, approximately 21 acres of Urban Renewal land on the Hillside remains vacant and abandoned and is surrounded by large parcels of underutilized properties on the waterfront, including the Consolidated Iron superfund site. Investment in this area has been limited, and the needs of this community have been historically neglected. The vacant Hillside remains as a painful reminder for many residents of the community that was destroyed for a "renewal" that never materialized.

Socioeconomic Context

Population

According to the decennial census, the total population of the City of Newburgh was **28,856** in 2020. This is only 10% lower than the city's peak population of 31,956 in 1950 and 23% higher than the city's low of 23,438.

The Newburgh community is relatively young, with 31.6% of residents under the age of 19 and only 10% over the age of 65, compared to 23% and 16.9%, respectively, for New York State.[2] The average household size in Newburgh is 2.78 persons.

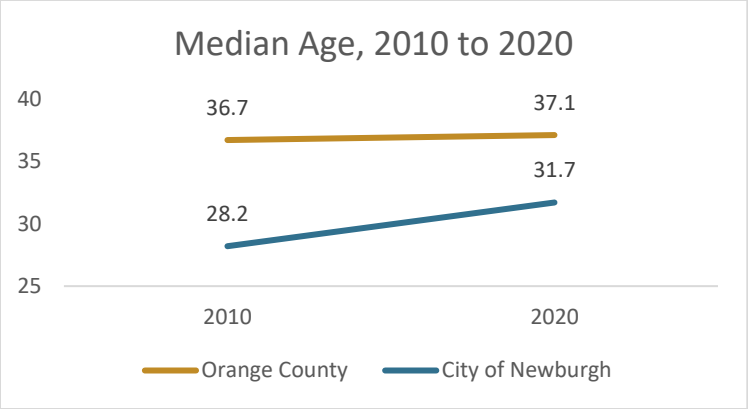
Median age in Newburgh is 31.7, compared to 37.1 for the county and 39 for the state. However, the median age in Newburgh is increasing faster than in the surrounding county, suggesting ages may be slowly trending upward toward the regional norm (Figure 3-1).

Key Findings:

- Newburgh's population is stable at approximately 28,800, only 10% below its peak population in 1950.
- Newburgh has a relatively young population, with almost a third of residents below the age of 19, though the median age is trending upward.
- The city has a large Black community (28%), and the majority of residents identify as a race other than white.
- Over half of the population is Hispanic or Latino, and 42% speak Spanish.
- More residents rent than own. Homeownership rates are exceptionally low among Black residents.

Figure 3-1 Change in Median Age, Newburgh and Orange County 2010 -2020

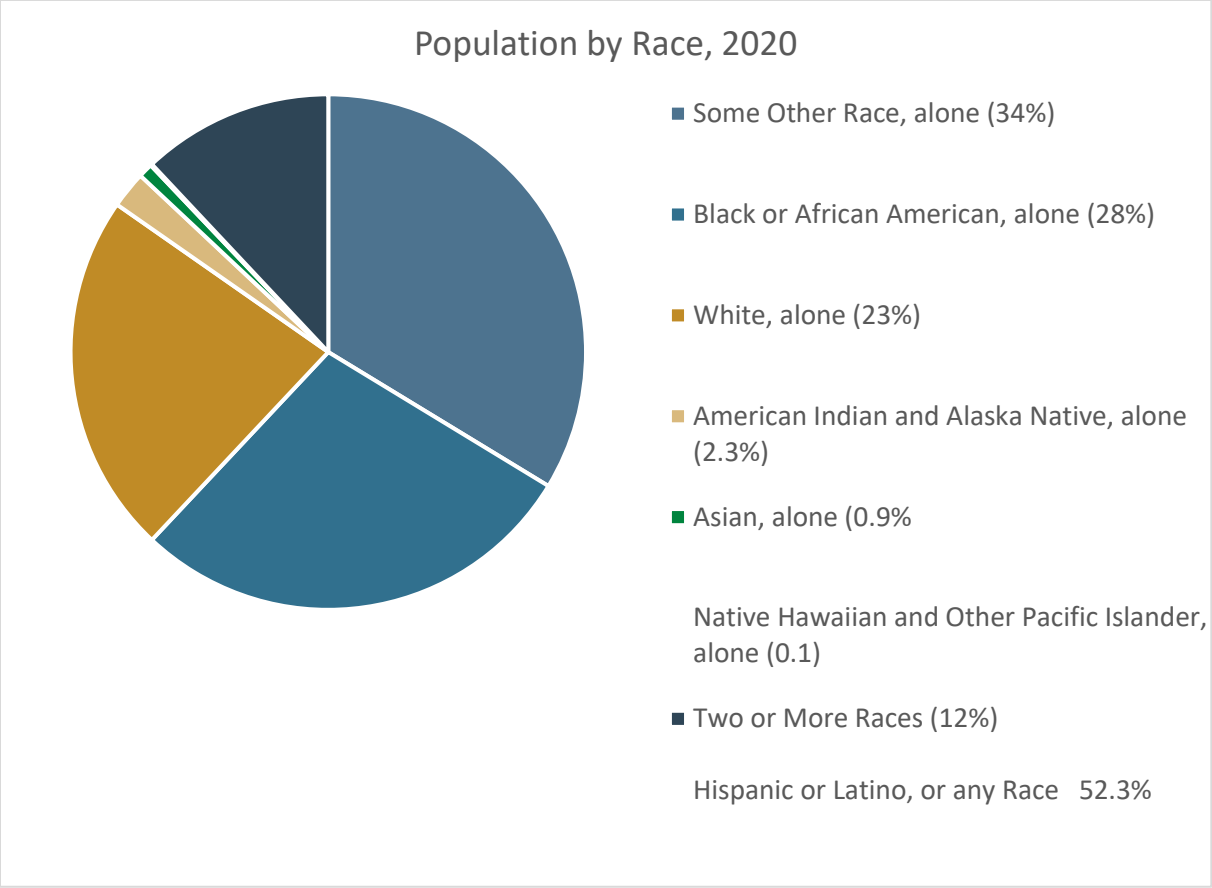
[2] 28.6% and 14.3% for Orange County. Average household size in 2020 was 2.82 for the county and 2.52 for the state



U.S. Census Bureau, Decennial Census 2010 and 2020

Newburgh has a relatively diverse population, with 28% of residents identifying as Black, 22.7% as White, 33.7% as Some Other Race, and 12% as Two or more races. Over half (52.3%) of the population identifies as Hispanic or Latino, an increase of 4.4% since 2010 (U.S. Decennial Census, 2010 and 2020).

Figure 3-2 Population by Race



Source: U.S. Census Bureau, Decennial Census 2010

According to 2020 U.S. Census American Community Survey (ACS) 5-year estimates, Newburgh has 15,076 Hispanic/Latino residents. Approximately 40% have Mexican origins, followed by 20% Puerto Rican, 18% Central American (including Honduran [10%] and Guatemalan [5%]), and 10% South American (including Ecuadorian [4.5%] and Peruvian [4.4%]).

Unsurprisingly, Newburgh has a high population of people who speak a language other than English, with almost half of the population speaking another language in 2020 (46.7%), and 42.9% of the population speaking Spanish.

The 2020 Decennial Census listed 11,099 housing units in the city, 88% of which were occupied. This occupancy rate is slightly below the county (92.4%) and state (90.9%). A high proportion of houses in Newburgh are rented, with 69.8% rented and only 30.2% owned. This is the inverse of the county, where 65.2% of housing units are owned and 34.8% are rented, and different from the state, with 51.3% of housing units owned and 48.7% rented.

A higher proportion of rental properties is typical in urban areas, especially those with younger populations. However, because homeownership is a way for individuals and families to build

wealth, low ownership rates can indicate less wealth and lower economic resilience in a community. Table 3-1 shows housing tenure by race and Hispanic or Latino origin in 2023. Strikingly, 83% of Black householders rent, compared to 61% of householders of Hispanic or Latino origin and 53% of White householders. Homeownership in Newburgh has increased in recent years to an estimated 35.3% in 2023, according to the U.S. Census ACS 5-year data. The growth appears to reflect more homeowners of Hispanic or Latino origin and of "Some Other Race."

Table. 3-1. Housing Tenure by Race and Hispanic or Latino origin in Newburgh, 2023

Race or Origin of Householder	Total householders	% Own	% Rent
All (occupied housing units)	**10,335**	**35.3%**	**64.7%**
White alone, not Hispanic or Latino	3,009	47%	53%
Black or African American	2,900	17%	83%
Some Other Race	2,223	39%	61%
Hispanic or Latino Origin	4,106	39%	61%

U.S. Census Bureau, ACS 5-Year estimates, 2023

Education and Earnings

Newburgh's population has low educational attainment relative to Orange County. According to 2023 U.S. Census ACS 5-year data, approximately 18% of Newburgh's population 25 years and older has a bachelor's degree or higher compared to 32% in the county. The percentage with a high school degree or higher is close to 80%. Table 3-2 shows minority groups have lower high school graduation rates than white students, to varying degrees. The city also has a significant share of the population (approximately 10%) with an educational attainment less than ninth grade.

Educational attainment can have an impact on future earning potential. In 2023, the median annual earnings for Newburgh residents with a graduate degree or higher was $74,000 compared to $53,500 for residents with only a bachelor's degree, $36,800 for those with only a high school diploma, and $29,000 for less than high school (U.S. Census 2023 ACS 5-year).[3]

Table. 3-2. High School Graduation by Race and Hispanic or Latino origin in Newburgh, 2023

Race or Origin of Student	Total	% High School Graduate
All Students	**22,470**	**77.6%**
White alone, not Hispanic or Latino	4,557	90.2%
Black or African American	4,449	82.3%

[3] Based on median earnings in the past 12 months in 2023 inflation-adjusted dollars for the population 25 years and older

Some Other Race	4,956	70.0%
Hispanic or Latino Origin	8,508	72.8%

U.S. Census Bureau, ACS 5-Year estimates, 2023

In 2023, the unemployment rate in Newburgh was the same as in Orange County (3.4%) and below the state average (3.9%). The percentage of the population in the workforce (61.1%) closely mirrored the county (63.5%) and state (63%) as well. However, Newburgh workers earned significantly less than those in the surrounding region. In 2023, the median household income in Newburgh was $51,006, compared to $96,497 for the county and $84,578 for the state. The percentage of people living below the poverty level was also twice as high in Newburgh (27%) than in the state and county (13%). In other words, the employment rate in Newburgh is the same as the region, but more residents in Newburgh do not earn enough to meet their needs. Further, one in three children under 18 live below the poverty level in Newburgh, compared to one in five in the county (U.S. Census ACS 5-year).

The income difference is reflected in the types of jobs held by Newburgh residents. Newburgh has a higher percentage of the workforce in service occupations (28%) and transportation or production occupations (17%) as compared with the county and state (about 18% and 10%). The percentage of people working in management, business, science, and arts occupations (24%) is half that of the county (40%) or state (45%).

Key Findings:

- Despite low unemployment and average workforce participation rates, Newburgh households earn half as much as households in the surrounding region, contributing to an affordability crisis.
- 27% of the population lives below the poverty level, including one in three children.
- Relatively low educational attainment further reduces residents' earning potential.
- Many residents work in service and transportation or production jobs. Relatively few work in management, business, science, or the arts.
- 90% of residents in the workforce commute out of the city. Meanwhile, 90% of employees working in Newburgh do not live in the city.
- Many industries in the county have shown positive growth in the past decade, except Retail Trade.
- Offering attractive, in-person shopping experiences can entice consumers away from online stores.
- Consumers within a 10-minute drive of the BOA spend the most on apparel, food, computers, household goods, and childcare.
- Newburgh's higher income in-commuters may represent a market for a mixed-use neighborhood in the BOA, which could in turn create local service and retail jobs for current residents.

Industry Analysis

Existing industries in the Newburgh area play an important role in identifying areas for economic opportunity within the Hillside BOA. The largest employment sector in Orange County is Government, accounting for 32,463 jobs (19% of all primary employment). Health Care and Social Assistance is the second largest, with 24,494 employees (14%). Retail Trade is the third largest sector, with 21,091 employees (12.5%).

In addition, each of the following sectors employed 8,700-11,000 people in the county (5-6%) and experienced positive growth between 2012 and 2022: Manufacturing, Construction, Wholesale Trade, Transportation and Warehousing, Administration and Waste Management, and Accommodation and Food Services.[4] Growth in these industries may provide opportunities for Newburgh's existing workforce, including younger workers and high school graduates. While retail continues to be a major employer, it is in decline, employing 14.1% fewer people in 2022 than in 2012, the largest decrease in any employment sector during that time period. Meanwhile, the largest increase was in Transportation and Warehousing (74.7%).

[4] Source: Lightcast (uses QCEW, American Community Survey, NY Dept. of Labor Data, CES)

Table 3-3 Orange County Industry

Table. 3-3. Industries in Orange County, New York, 2022					
NAICS Code	**Industry**	**2012 Jobs**	**2022 Jobs**	**2012-2022 Change #**	**2012-2022 Change %**
11	Agriculture, Forestry, Fishing and Hunting	1505	1929	424	28.2%
21	Mining, Quarrying, and Oil and Gas Extraction	52	72	20	38.5%
22	Utilities	539	611	72	13.4%
23	Construction	5971	8753	2782	46.6%
31	Manufacturing	7608	9079	1471	19.3%
42	Wholesale Trade	7248	6381	-867	-12.0%
44	Retail Trade	24548	21091	-3457	-14.1%
48	Transportation and Warehousing	5585	9757	4172	74.7%
51	Information	2377	2266	-111	-4.7%
52	Finance and Insurance	3399	3418	19	0.6%
53	Real Estate and Rental and Leasing	1714	2066	352	20.5%
54	Professional, Scientific, and Technical Services	6234	7457	1223	19.6%
55	Management of Companies and Enterprises	786	816	30	3.8%
56	Administrative and Support and Waste Management and Remediation Services	6529	9195	2666	40.8%
61	Educational Services	2418	3692	1274	52.7%
62	Health Care and Social Assistance	20754	24494	3740	18.0%
71	Arts, Entertainment, and Recreation	2392	3051	659	27.6%
72	Accommodation and Food Services	9258	11567	2309	24.9%
81	Other Services (except Public Administration)		7537	749	11.0%
90	Government	32798	32463	-335	-1.0%
99	Unclassified Industry	409	886	477	116.6%
	Totals	148,912	168,313	19,401	13.0%

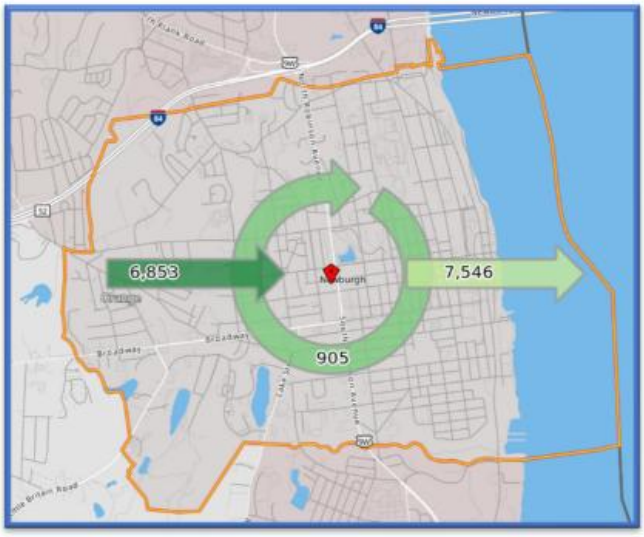
Source: Esri

Consumer spending trends show that to compete with online shopping, a brick-and-mortar retail store must offer an attractive experience that can only be achieved in-person.[5] For example, the store could be in an interesting setting that makes the trip worthwhile, or offer shopping paired with experiences, such as a wine tasting or live music ("experiential retail"). A review of spending patterns in the local trade area indicates that residents within a 10 minute drive of the BOA spent the most on apparel, food, computers, and household goods, plus childcare.[6] Retail destinations that can capitalize on existing spending patterns and offer experiences to draw in consumers from outside the local trade area offer an opportunity to sustain or grow the retail sector.

Commuting Patterns

According to commuting data from CES OnTheMap (2020), Newburgh has a net out-commuting population: 7,546 workers commute from Newburgh to other places for work, whereas only 6,853 workers commute to Newburgh for work. Only an estimated 905 workers both live and work in Newburgh.

Figure 3-4 Commuting Patterns



Source: CES OnTheMap

The City of Newburgh has several major employers, including St Luke's Cornwall Hospital (1,247 employees), Newburgh Enlarged City School District (approx 1,700, including 350 in the city), The Arc of Orange County (525), Mount Saint Mary College (350), Unitex Textile (233), and SUNY Orange (100).[7] The commuter data estimates only 905 residents are employed within the city, indicating that those employed by the major businesses in the city may primarily reside outside of the city boundaries. This finding is consistent with the occupational data for the city, described above, which shows a relatively low percentage of residents in management, business, science, and arts occupations, and lower median incomes compared with the county.

[5]https://www.forbes.com/councils/forbesfinancecouncil/2021/11/16/10-savvy-ways-brick-and-mortar-stores-can-compete-with-e-commerce/

[6] The Local Trade Area encompassed a ten-minute drive time from a central point in the BOA near City Hall.

[7] Orange County Partnership Center of Economic Development, Directory of Major Employers, accessed March 2025 from https://www.ocpartnership.org/resources/major-employers.aspx . *Based on employer address, some jobs may be outside of the city. SUNY Orange lists 300 employees across both the Newburgh and Middletown campus; CCD public school district data for the 2023-2024 school year; City of Newburgh planning staff

The large number of commuters into Newburgh, including many in relatively higher- paying jobs, presents an opportunity for future development in the Hillside BOA if the neighborhood can offer homes and amenities that would attract the commuters to both live and work in Newburgh. These commuters might be attracted to purchase homes in a new, mixed-use neighborhood near their places of employment. The increased demand for local neighborhood services and retail could provide local jobs for existing residents working in these sectors. More residents living and working in Newburgh would increase the customer base for local businesses and promote a more walkable environment. Adding these residents to the city could also help to diversify the local economy and tax base without creating competition for existing jobs or housing.

3.2 REAL ESTATE MARKET ANALYSIS

Real estate market trends provide valuable insight into the types of buildings and facilities that would be best suited for development in the Hillside BOA. Vacancy rates and changes to supply and demand over time indicate where there are gaps and opportunities in the market.

This section summarizes real estate opportunities for the Hillside BOA. The full Economic and Market Analysis report prepared as part of this study is included in the appendices.

Key Findings:

- Newburgh has a diverse housing stock of single and multi-family homes and apartments.
- Newburgh housing and rental prices are affordable for the region, but unaffordable for most residents.
- There is demand for all housing types in Newburgh, including apartments, affordable housing, and multi-family homes.
- Stakeholders recommended a cohesive housing plan that promotes mixed-use, mixed-income development to drive a competitive market that can support the city's affordable housing needs.
- New development should be paired with efforts to rehabilitate aging units to ensure current residents can maintain affordability.
- The retail and hospitality real estate markets may present an opportunity for future development in the BOA.

Housing Market

More than half (58.5%) of the city's housing stock was built prior to 1939. As described above, the proportion of owner-occupied housing units in the city is considerably less than that of the county. However, the city offers more diverse housing options. Most housing units in the county are single-family detached homes (62.4%). The city has a significant number of two-family (20.5%) and three-to four-family homes (21.7%) in addition to single-family units (29.1%) (U.S. Census 2023 ACS 5-Year).

Based on common affordability metrics, an annual household income of $64,120 in 2023 was needed for homeownership based on the median home price in the city. However, over half of city households earn below this threshold. As a result, though city homeownership is more affordable relative to the county and the region, Newburgh residents do not necessarily find it affordable. Existing homeowners also noted a jump in property taxes as a barrier to homeownership.[8]

Table 3-5 Owner Occupied Housing Affordability

Table. 3-4. Housing Affordability – Owner Occupied Housing in Newburgh, 2022 - Median Income 2023			
Category	**City of Newburgh**	**Orange County**	**Mid-Hudson Region**
Median Home Value – 2022	$205,126	$355,908	$465,511
10% Down Payment	$20,513	$35,591	$46,551
Remaining Balance	$184,613	$320,317	$418,960
Average Mortgage @7% for 30 Years	$1,228	$2,131	$2,787
Estimated Monthly Mortgage Costs	$1,603	$2,723	$3,597
Household Income Threshold	$64,120	$108,920	$143,880
Median Household income (2023 ACS)	$51,006	$96,497	$84,578

*Estimated additional costs include Zillow estimated insurance, PMI, and taxes.
U.S. Census Bureau, ACS 5-Year estimates, 2023
Esri; Zillow Mortgage Calculator; MRB Group

Table 3-6 Renter Occupied Housing Affordability

Table. 3-5. Housing Affordability – Renter Occupied Housing in Newburgh, 2022			
Category	**City of Newburgh**	**Orange County**	**Mid-Hudson Region**
Median Contract Rent	$994	$1,194	$1,359
Household Income Threshold	$39,760	$47,760	$54,360

Esri; MRB Group

[8] U.S. Census ACS 5-year 2021, Esri, stakeholder interviews

The lasting effects of Urban Renewal and the removal of hundreds of housing units from the market have made housing an ongoing concern in Newburgh. According to CoStar real estate data and local developers interviewed during the Hillside BOA planning process, there is a strong demand for apartments and an even stronger demand for affordable housing in the city. In addition, multi-family housing supply cannot keep up with demand. Since 2015, vacancy rates for multi-family houses have continued to decrease in the city, despite four new developments that added 600 units to the market. These units were rented for an average of $1,649 per month in 2023, higher than the average monthly rent for the county.

Meanwhile, median home sale prices in Orange County continue to rise, matching state-wide trends, creating investor interest and putting pressure on middle-market and market-rate buyers (CoStar and Esri, 2023).

The residential market analysis and stakeholder input pointed to a need for mixed-income development. Local developers also indicated the need for a cohesive city housing plan to facilitate housing progress.

Commercial Real Estate

The vacancy rate for commercial office real estate in Newburgh hovered at 7.4% between 2018 and 2023. Demand for office space in Newburgh changes each year, but does so in a reliable manner, indicating a stable market where demand is met (CoStar, 2023).

Retail space in Newburgh is more volatile, with greater variance in the vacancy rate, which sat at 5% in 2023. However, the sharp growth of vacancy rates coincided with the Covid-19 pandemic timeline. In 2019, the vacancy rate sat around 3%, then increased to over 5% in 2021 before dropping to about 2% in late 2022 and early 2023. This was the lowest vacancy rates had been since 2018. Despite a shrinking retail trade sector, the past demand and the moderate to low vacancy rate for retail space in the city suggests that there is some unmet demand for retail space, presenting an opportunity for the city to build on historic strengths. Interviews with local developers about the potential of retail space revealed that while parking space may be adequate, parking efficiency issues could be improved to fully capture the potential of retail and office space in the city (CoStar, 2023).

Another opportunity for the city exists in the hospitality market. Key performance indicators for the hospitality real estate market in CoStar in 2023 reveal improving conditions: hotels in the surrounding Town of Newburgh and New Windsor have been able to increase the occupancy rate in the past ten years while also charging more per room per night than the 10-year average of $100.52. Developers also suggested hotels as a potential development concept for the Hillside BOA.

Industrial Real Estate

Industrial real estate in Newburgh has been relatively robust over the past decade. Vacancy rates steadily decreased until mid-2021, and several new projects are planned in the city. However, the spaces in demand are simply too large to locate in the BOA.

3.3 PHYSICAL CHARACTERISTICS OF THE BOA

Natural Resources and Environmental Features

Slope and Soils

Key Findings:

- Moderate to steep slopes along the Hillside could make certain development challenging without proper engineering.
- Steep slopes mean that projected impacts from sea level rise affect only a small area of the BOA.
- Maintaining shoreline protections and adding green infrastructure will help increase resilience to flood risks and climate change.
- The BOA is adjacent to some sensitive habitats in the Hudson River.

As the name suggests, the Hillside BOA is situated on sloping land that rises from the western shoreline of the Hudson River. The north-south roads and lands are relatively flat, and the steeper slopes occur from east-to-west, and are more accentuated where some development has occurred and creates a "step" feature moving down the hill towards the water.

The waterfront area is nearly level, with slight rise toward the CSX railroad, which is on a raised track. The gentle grade continues across Water Street, where it steepens to a 10 to 20 degree grade across the vacant Hillside parcels, is level at Colden Street, then rises steeply again to Montgomery Street before gradually easing into a very gentle slope that continues west throughout the Broadway/downtown area. See Figure 3-5 for more details.

The Hillside BOA has four different soil types. Table 3-6 and Figure 3-6 show that the main type is Mardin gravely silt loam, with three different slope ranges. The largest size is Mardin gravelly silt loam with 8 to 15% slopes (MdC), which accounts for 83.2 acres (56.3%) of the BOA. The other two Mardin gravelly silt loam soil types are 15 to 25% slopes (MdD), which comprises 8.3 acres or 5.6% of the BOA, and 3 to 8% slopes (MdB), which accounts for 4.5 acres or 3.0% of the BOA. The remainder of the BOA is the Urban land soil type (Ur), which includes 39.8 acres or 26.9% of the BOA. Urban land soil type refers to areas that have been significantly altered by human activity. They commonly contain mixed materials from previous development including rubble, debris, pavement, or fill. These soils typically lack natural horizons, have poor drainage,

and low fertility. The Urban land soil type is common in built-up environments like historic cities and towns.

The biggest challenge to development with respect to slopes and soil types in the BOA is the presence of moderate to severe slopes in certain areas. In general, the Mardin gravelly silt loam soil type is a deep, moderately well-drained, medium-textured soil with varying slope features. The 8.3 acres of MdD that are 15 to 25% slope would present development challenges. The area where these steep slopes are located is in the northern area of the BOA along Water Street (see Figure 3-5). Figure 3-5, which is based upon topography data, has the vacant lots within the BOA outlined. There are several vacant parcels along Water Street that have slopes that could present development obstacles.

Table 1-6 USDA Soil Types in the BOA

Soil Type	Soil Type Description	Acreage	% of total
MdB	Mardin gravelly silt loam, 3 to 8 percent slopes	4.5	3.0%
MdC	Mardin gravelly silt loam, 8 to 15 percent slopes	83.2	56.3%
MdD	Mardin gravelly silt loam, 15 to 25 percent slopes	8.3	5.6%
Ur	Urban land	39.8	26.9%
W	Water	12.0	8.1%
Total		**147.7**	**100%**

Water Resources and Habitats

The BOA is located along the Hudson Riverine Estuary which is defined by NYSDOS as a Coastal Zone due to its immense depth and brackish tidal waters. As the progenitor of Newburgh and neighboring communities, the Hudson River Valley is a designated National Heritage Area. This was done to encourage public stewardship of cultural and natural resources. The program is managed by the State sponsored Hudson River Valley Greenway (HRVG), which develops regional strategies for Hudson Communities.

According to the United States Fish and Wildlife Service's (USFWS) National Wetland Inventory (NWI) maps, the BOA's coastline fringe is entirely comprised of "Estuarine and Marine Deepwater wetlands." While federally designated, the New York State Department of Environmental Conservation (NYSDEC) recognizes and regulates no freshwater wetlands in the BOA.

There are very few documented instances of submerged vegetation within the BOA as of the 2022 New York State NYSDEC Submerged Aquatic Vegetation (SAV) survey. This is in large part due to human activity.

There are no state designated fish spawning areas within the BOA. However, the Hudson is home to the federally endangered shortnose sturgeon (scientific name *Acipenser Brevirostrus*) which spawns in nearby waters. The BOA is near to the Hudson Highland Coastal Fish and Wildlife protection area and also directly across the Hudson from the Fishkill Creek freshwater tributary.

Flooding and Erosion

Due to the Hudson River's estuarine nature, both coastal flooding and riverine flooding events are potential hazards in the BOA. Future sea level rise and increased rain fall could impact shoreline development.

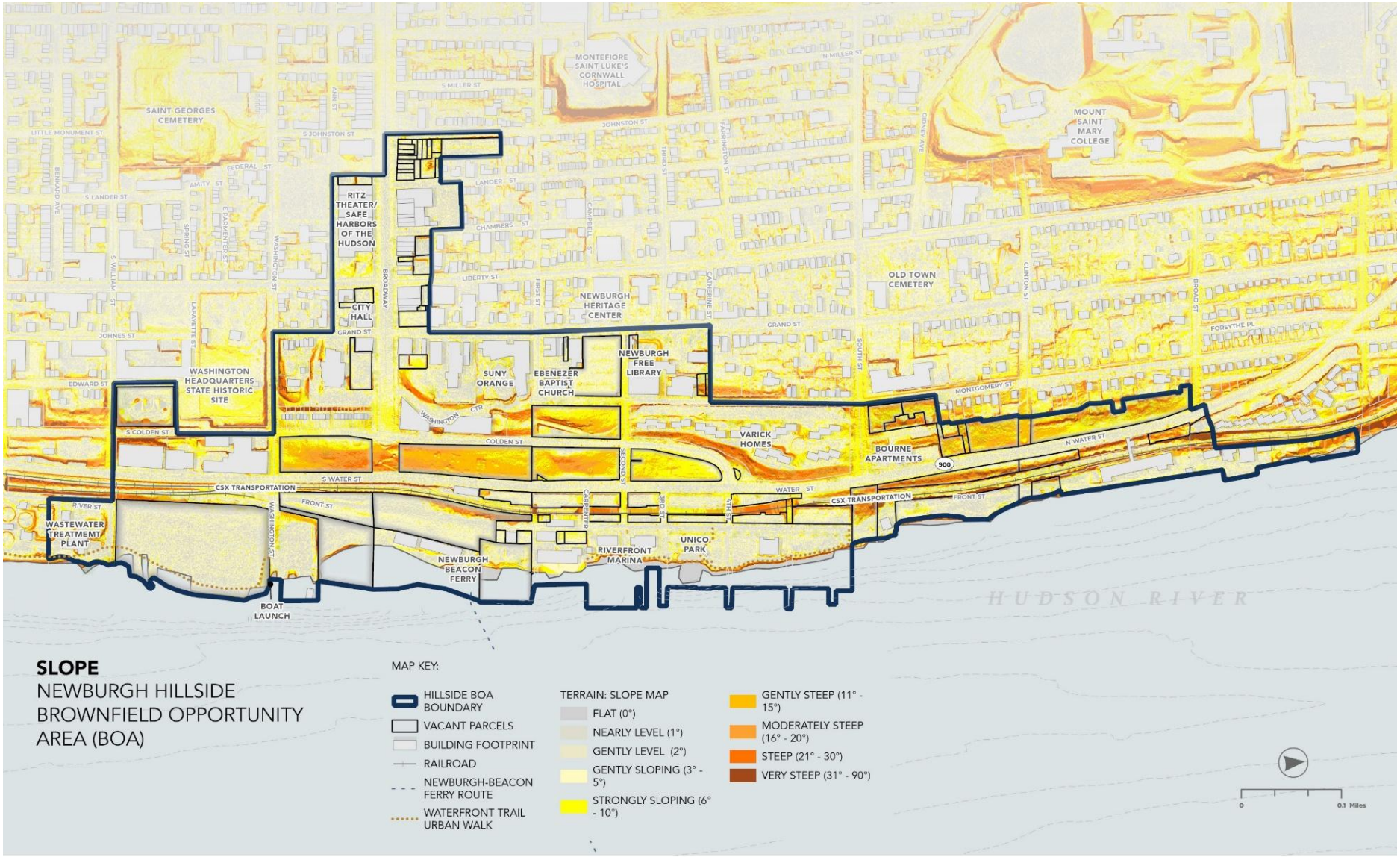
The BOA includes public recreational areas, marinas, and commercial facilities, all of which are protected by a variety of shoreline defenses. Steel sheet pile bulkheads and floating timber docks are prevalent, providing robust protection and functionality for public boat launches and floating restaurants. These structures are generally in good condition, requiring minimal intervention under current land use. Marina facilities, while adequately protected by timber wave screens and flat-bottom barges, show signs of wear, with missing timber slats indicating a need for maintenance to ensure continued effectiveness against wave action. Areas on the edges of the BOA rely on riprap shore protection and rubble to prevent erosion. Overall, the BOA's shoreline is relatively stable and well-protected during normal conditions as long as targeted maintenance addresses structural wear and debris accumulation (2009 shoreline study).

Regarding future land development, the lowland areas of the shoreline are increasingly vulnerable to the impacts of sea level rise and king tides, according to NYSDEC projections. Based on tide gauge readings, the Hudson River has risen about 0.25 inches annually since the year 2000. The entire lower Hudson region, including Newburgh, is predicted to see a 6" to 13" inch sea level rise in the near term by the 2030s, which by the 2050s could reach 12" to 23" inches. If those projections are realized, 1.71 to 2.43 acres of land along Newburgh's waterfront could be submerged by mid-century and about double that figure would be at new risk of coastal flooding. This would exacerbate the damage caused by king tides, which are already a problem for the low-lying BOA areas by the public boat launch, the waterfront park, marina, and a restaurant at 26 front Street. These areas are particularly at risk because they have historically flooded during annual peaks in wave action events. Incorporating flood resilient practices in these areas is relevant for future development. Clearing river debris and maintaining the marina's timber wave screen and rip rap by the waterfront park will help protect these resources. Due to the steep grade of the BOA, the flood hazard area is a relatively small veneer along the shoreline. Thus, flooding is generally not seen as a major risk to BOA development.

Other Climate Change Hazards

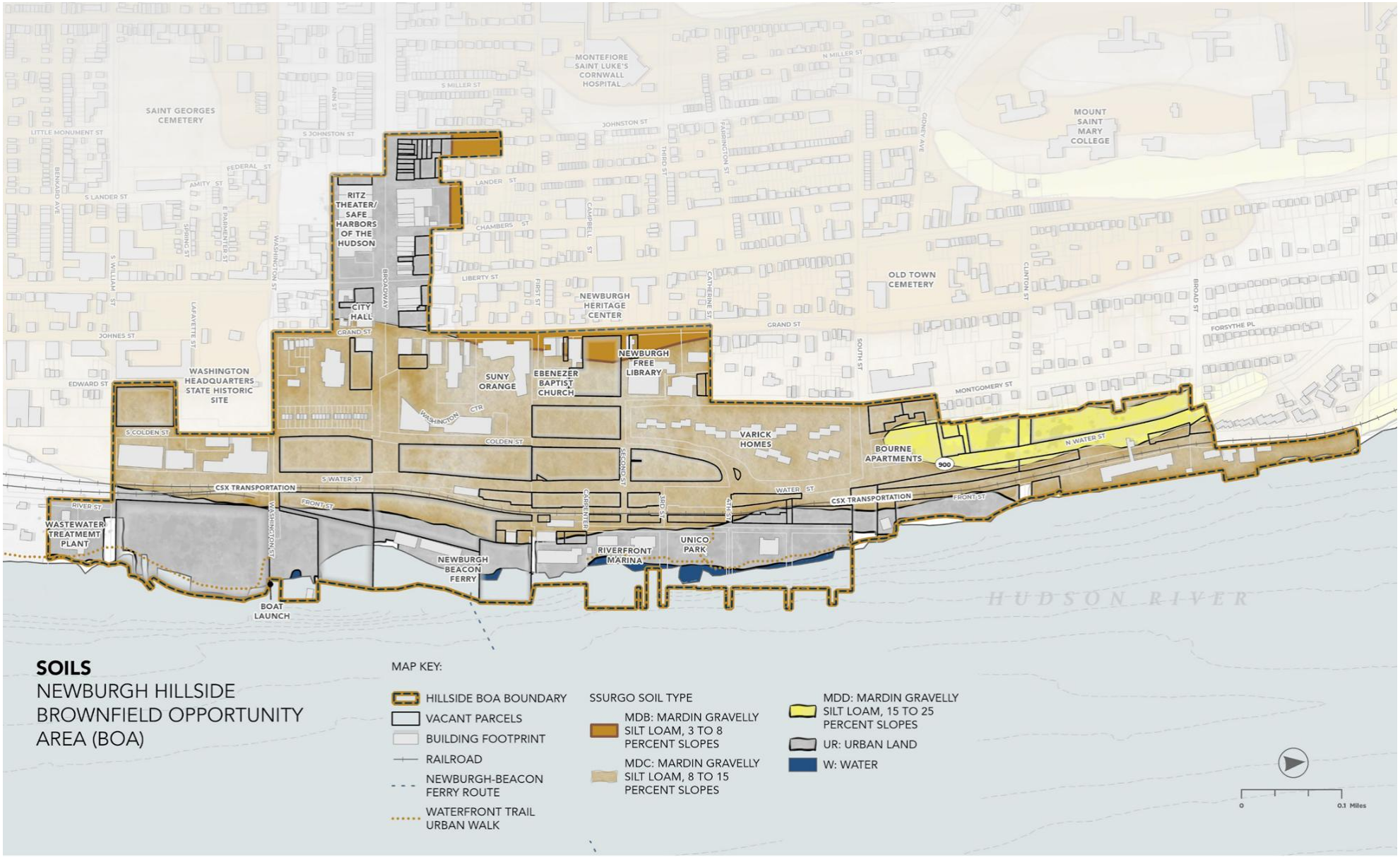
Climate change is expected to lead to more frequent and intense storms in the Hudson Valley region, including hurricanes and nor'easters. These storms can bring heavy rainfall, strong winds, and storm surges, which can exacerbate flooding and erosion along the Hudson River shoreline. The increased wind and wave action can damage existing shoreline protections, such as bulkheads and wave screens, leading to higher maintenance costs and the need for more robust infrastructure. Additionally, stronger storms can cause power outages and disrupt transportation networks, impacting the community's resilience and emergency response capabilities.

Global climate change is also causing more extreme temperatures, including in the BOA, which will exacerbate existing conditions. The BOA is high in building count and asphalt pavement and low in relative tree density, leading to an Urban Heat Island Effect. Planting trees, encouraging green roofs, and using sustainable building practices (e.g., LEED, energy-efficient or passive design) are ways to increase resilience to urban heat, extreme temperatures, and dependence on climate control energy.



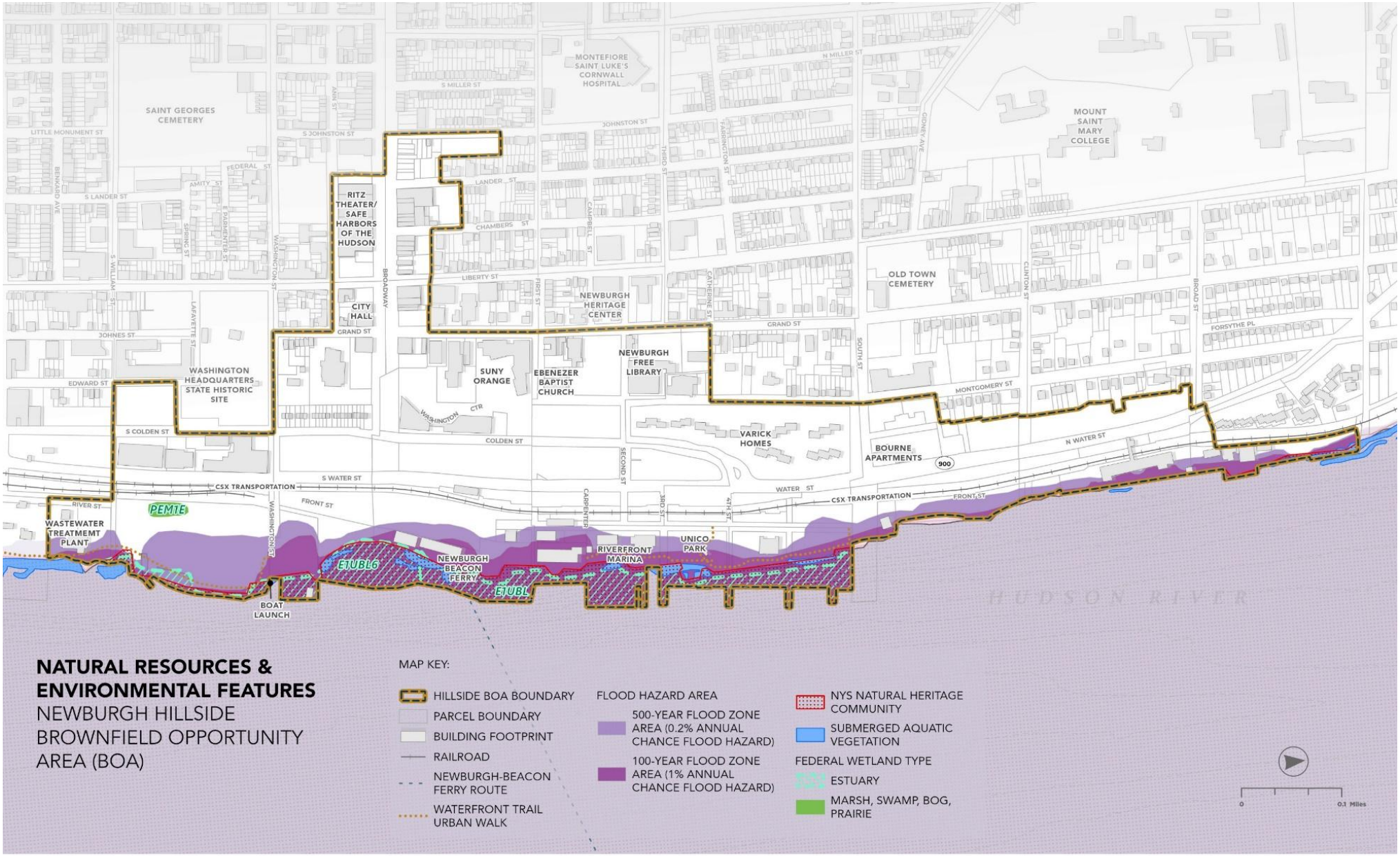
Airbus,USGS,NGA,NASA,CGIAR,NCEAS,NLS,OS,NMA,Geodatastyrelsen,GSA,GSI and the GIS User Community
SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 3-5 Steep Slopes Map, Hillside BOA



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; USDA SSURGO 2023

Figure 3-6 Soils Map, Hillside BOA



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; FEMA 2009 - FIRM Panels: 36071C0144E and 6071C0332E; USFWS NWI 2000; NYSDEC 2018

Figure 3-7 Wetlands and Floodplains Map, Hillside BOA

Existing Land Use

Understanding existing land use patterns is critical to identifying appropriate redevelopment opportunities for an area. To analyze land use, the New York State Department of Taxation and Finance property type classification codes were used as a standard measure to assess the area in acres and overall percentages of different land use classifications in the Hillside BOA.[9] There can be some variation in actual use and the classification code, and a few adjustments were made for major differences in the BOA. Existing land uses may or may not conform to the current zoning for that parcel (see Zoning).

As illustrated in Table 3-7, the Hillside BOA is a 147.7-acre, urban environment featuring a mix of uses. Roads and transportation rights of way account for one-fifth of the area, which is typical for a city.

Vacant land, including parking lots, is the most common classification, applying to 49.2 acres, or one-third of the BOA. The second most common use (after rights of way) is Commercial. Commercial properties include various businesses, offices, and retail stores, as well as mixed-use where commercial and other uses (e.g., residential, non-profit services) share a building. Approximately 10% of the BOA is classified as Community Services, which includes cultural and educational institutions, Orange County services, and religious and benevolent uses. Land classified as Residential alone, not including mixed-use, accounts for 8% of the BOA and applies to single and multi-family homes and apartment buildings. Public Services uses including utilities and the CSX railroad cover approximately 10 acres (6.8%). The remaining 10% is split between legacy industrial uses and parks, recreation, and green space.

Key Findings:

- Vacant land is the dominant land use within the BOA, covering 50 acres or one-third of the study area.
- Vacant land on the Hillside isolates the waterfront from the Broadway corridor, limiting the ability for these commercial areas to support each other.
- There is a concentration of Community Services along the Grand Street corridor.
- There is a lack of residential uses in the BOA, apart from some housing developments on Urban Renewal land adjacent to the hillside.
- There is no connection between Broadway and the waterfront over the CSX railroad. Vacant land and oversize parking lots occupy prime waterfront property in areas without a crossing. Connections over the tracks could be possible in these locations.
- There are very few park, recreation, and entertainment areas in the BOA.
- A few light industrial uses remain on the edges of the waterfront.

[9] Data note: In practice, there can be instances where the current actual use varies somewhat from the official classification. The classification codes have implications for property taxes and are the preferred standard dataset for land use analysis.

Table 3-2 Existing Land use in the Hillside BOA

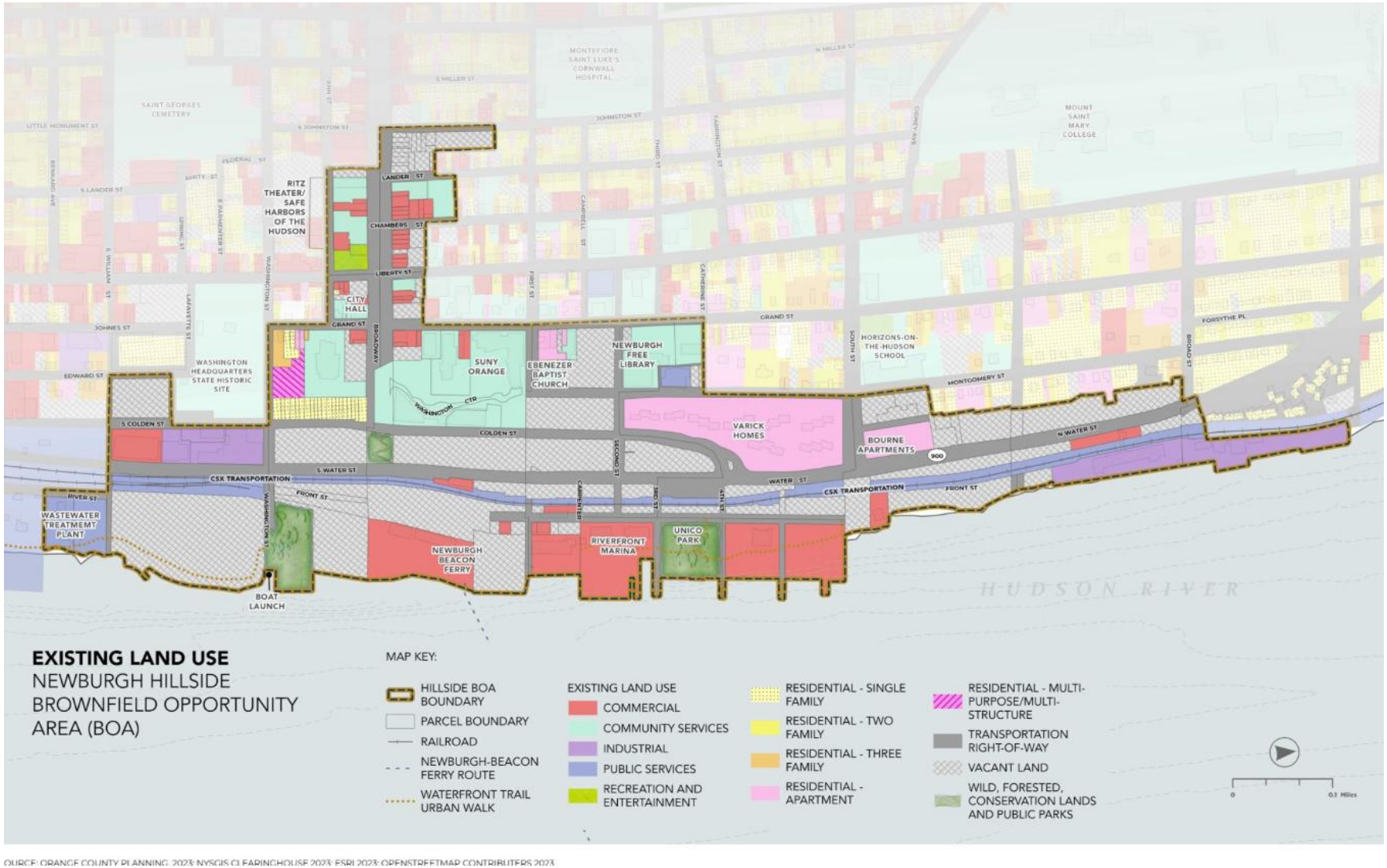
Land Use Classification	Parcels	Acres	% of BOA
Vacant land	79	49.2	33.3%
Transportation Right-of-way	20	31.2	21.2%
Commercial	44	18.2	12.3%
Community Services	17	15.6	10.6%
Residential	38	12.3	8.0%
Public services	13	10.0	6.8%
Industrial	5	6.8	4.6%
Wild, forested, conservation lands and public parks	3	5.0	3.4%
Recreation and entertainment	2	0.5	0.3%
Total	**223**	**147.7**	**100.0%**

Commercial

Commercial land uses are the predominant non-vacant land use within the BOA. Commercial uses account for 44 parcels totaling 18.2 acres and 12.3% of the total BOA (Figure 3-7). Commercial uses are predominantly clustered along Broadway and the Hudson River waterfront. Waterfront commercial uses are primarily a mix of retail and restaurants. They are intermixed with marinas, parks, and vacant land. Many of these uses also include large adjacent parking areas (classified as vacant land). Commercial land uses along Broadway include restaurants, retail, professional offices and services, and some mixed-use. Notably, 37 of the vacant parcels are located in commercial areas.

Community Services

Community Services comprise approximately 15.6 acres, or 10.6% of the BOA. They are concentrated along a cultural corridor on Grand Street and interspersed along Broadway. Uses include SUNY Orange, the Newburgh Free Library, churches, Safe Harbors of the Hudson, and Orange County services. Also included in this category are civic uses such as Newburgh City Hall and the City of Newburgh Police and Fire Departments.



OURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 3-8 Existing Land Use Map, Hillside BOA

Residential

Residential development is limited in the Hillside BOA, accounting for only 12.3 acres or 8% of the area. There are four clusters of residential land. The largest residential use is Varick Homes, a cluster of 23 apartment buildings on former Urban Renewal land bounded by Montgomery, South, Water, and Colden Streets. Varick Homes provides apartments primarily for senior citizens and includes several low-income units. Adjacent to the north is Bourne Apartments, a Low-Income Housing Tax Credit (LIHTC) apartment complex with 205 low-income units. LIHTCs incentive builders and developers to provide affordable housing. The maximum rent charged is based on the Area Median Income.

The other residential areas are located between Broadway and the Washington's Headquarters Historic Site. Along Washington Place are twenty attached single-family rowhouses overlooking the Hillside with a clear view of the Hudson River. Behind these rowhouses to the east is a large multi-purpose/multi-family residential parcel and a mix of single-family and multi-family homes on Grand Street. 6.2 acres of vacant land are classified as vacant residential.

Public Services

There are 10 acres (7%) of Public Service land in the BOA, including the Newburgh Wastewater Treatment Plant on the waterfront, the Montgomery Street Substation (Central Hudson Gas and Electric) by the library, and the active CSX rail line.

The CSX rail line runs parallel to the waterfront to the east of Water Street. There is an at-grade crossing at Water and Washington Street. The line then drops below Water Street and runs along an elevated wall past the former train station (now restaurants), and then rises steadily until it is level with Water Street once again near 19 Front Street. There are no crossings for this entire stretch opposite the Ferry landing to the east and the Broadway corridor to the west between Washington Street and Carpenter Street. Bridges between buildings on either side of the tracks once provided those connections, but those buildings have since been demolished . The waterfront is least developed in this area. Between 19 Front Street and Varick Homes, Water Street drops below the rail line and is connected via four local roads that pass under the railroad to waterfront shops, restaurants, and the Newburgh Landing Dock. The railroad is briefly level with Water Street again by Varick Homes, then continues below grade between two stone walls north through the remainder of the BOA. There are no crossings along this stretch except for the Regal Bag building bridge. The waterfront in this area is vacant.

Industrial

There are five parcels of Industrial land comprising 6.8 acres (4.6%) of the study area. Two are the former Steam Mills / Regal Bag properties at the extreme northern end of the BOA along Front Street on the shoreline. The uses within this area can be considered light industrial in nature and include art studios. On the southern end of the BOA at Water and Washington Street are three more adjacent (light) Industrial land uses with large building footprints, including a supply company and the Newburgh Brewing Company.

Public Parks

Wild, Forested Conservation Lands and Public Parks account for three parcels and five acres (3%) of the BOA owned by the city. They include Unico Park in the central waterfront area, a public boat launch area off Washington Street, and the Downing Vaux Park stairs and greenspace connecting Broadway to Water Street.

Recreational and Entertainment

The two adjacent Recreation and Entertainment land use parcels are the greenspace owned by Safe Harbors of the Hudson next to the historic Ritz Theatre on Broadway.

Transportation

Transportation lands are 21% (31.2 acres) of the total Hillside BOA. The transportation category is comprised of undesignated parcels within the BOA and primarily includes the area's road network.

Vacant Land

Large, multi-acre tracts of vacant land are found in the central part of the BOA boundary (See Figure 8). Almost 50 acres of the BOA (33%) is Vacant land. The largest contiguous area of vacant land spans the undeveloped Urban Renewal land on the Hillside, including four parcels between Water and Colden Street, one parcel between Colden and Montgomery Streets, and a parking lot to the south of the library. Together, these six city-owned parcels total 11.6 acres of vacant and underutilized land in the urban, waterfront core. This steep expanse of vacant land acts as a barrier between the waterfront and downtown Broadway area, effectively isolating these commercial corridors from each other.

The second largest vacant area is the 8.4-acre former Consolidated Iron remediated superfund site on the waterfront. The third is 4.17 acres of vacant Urban Renewal land (and a 0.23 acre right-of-way) on Water Street across from the Regal Bag building.

Other vacant land includes large, paved areas along the waterfront, 1 Lafayette Street, a cluster of sites on Johnston Street and Broadway, and other individual parcels along Broadway.

According to the NYS Property Assessors manual, the vacant parcels present in the BOA include:

- 6.1 acres (or 16 parcels) of vacant residential;
- 0.2 acres (1 parcel) of residential land with small improvements;
- 15.1 acres (27 parcels) of vacant lands located in commercial areas;
- 16.6 acres (8 parcels) of vacant commercial with minor improvements; and
- 11 acres (22 parcels) designated as parking lots.

Additional information on vacant land within the BOA is provided in the Land Ownership section.

Reducing the number of currently vacant and unproductive properties and attracting developers to return abandoned properties to productive use is a priority for the Hillside BOA program.

Zoning

The City of Newburgh adopted a new Zoning Code in 2015 to implement the recommendations contained in the 2008 "*Plan-It Newburgh*" Sustainable Master Plan and the 2011 City of Newburgh Future Land Use Plan. The new Code is a hybrid code with both traditional zoning districts and form-based districts. Newburgh's zoning, found in Chapter 300 of the city Code, is up-to-date and compatible with the objectives of the BOA program. Articles IV through VII establish various land use, historic, and other overlay districts, while Article XV establishes the form-based code and associated districts.

Zoning within the BOA generally reflects and is supportive of existing land use patterns in this area of the city. A flexible mix of uses are allowed, particularly in the form-based districts. Design standards, site review, and overlay districts apply in many areas of the BOA to preserve Newburgh's character and scenic, natural, and cultural resources. Table 3-8 summarizes each of the districts, including their intended character and allowable use.

Key Findings:

- Zoning in the BOA generally supports existing land use patterns and allows for flexible redevelopment that fits the City's traditional urban fabric particularly in the form-based districts which cover nearly all of the BOA.
- Most developable land in the BOA is zoned Planned Waterfront District (40%) or Waterfront Gateway (33%) with some in the Broadway Corridor and Downtown Neighborhood. These form-based districts encourage a mix of active uses with provisions to ensure redevelopment aligns with the community's vision and character.
- Overlay districts provide an extra layer of protection for historic resources in the East-End Historic District and natural resources along the Hudson River.

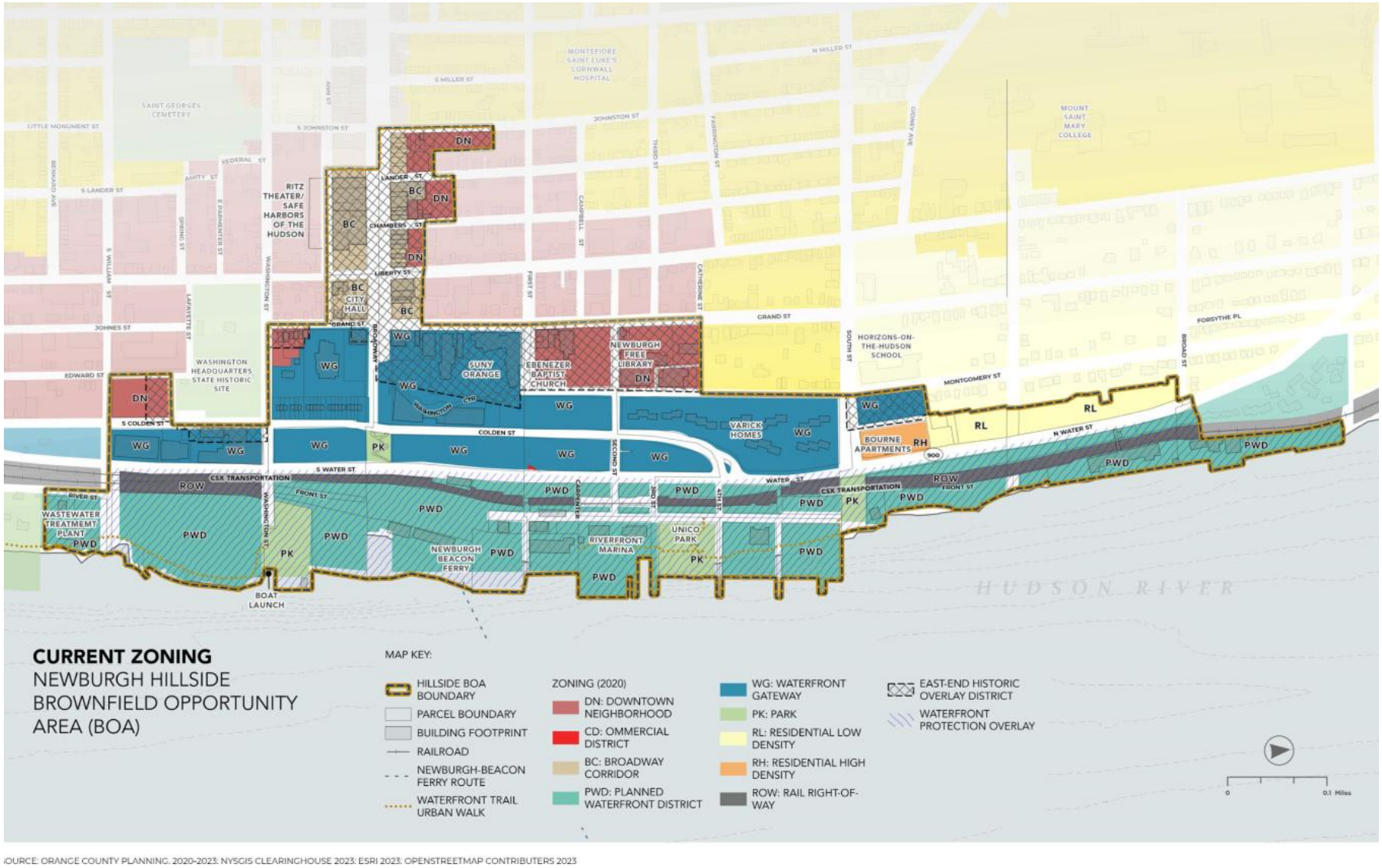
Zoning Districts in the BOA

Table 3-3 Zoning District Descriptions, Hillside BOA

District	District Intent
Traditional Zoning Districts	
Park (PK)	Areas owned or used by the city, state, or other government entity for the purpose of being used as parkland, playgrounds, recreation areas, nature preserves, or open space.

Residential Low Density (RL)	Zone characterized by detached, single-family dwellings per lot, with allowances for two- and three-family dwellings and other housing types, facilities and services that meet the needs of the community and residents, provided they are at a scale and density compatible with the landscape character in the zone.
Residential - Medium-Density (R-Med) **adjacent to the BOA*	Zone characterized by one- to four-family structures and limited commercial uses that are functionally compatible with intensive residential use.
Residential High Density (RH)	Zone characterized by structures that accommodate large numbers of residential dwelling units in limited space in areas within easy pedestrian access to commercial areas and public facilities within the city.
Right-of-Way (ROW)	Property over which pedestrians or vehicles may legally pass over or through for purposes of public travel. These areas are not part of the City of Newburgh's zoning code, but the ROW district was created to address the gaps between zoning data parcels.
Form-based Districts	
Planned Waterfront District (PWD)	The Planned Waterfront District (PWD) is the area generally between Water Street and the Hudson River. It is the historic heart of Newburgh and has been, and is expected to be, a catalyst for revitalization. The district encourages water-dependent and water-enhanced uses. A broad mix of uses, including housing, commercial, cultural, and open space are allowed subject to design standards and site review. New construction must obtain site plan approval from the Planning Board and meet open space and public access standards.
Waterfront Gateway (WG)	The Waterfront Gateway (WG) Zone is suited for the most dense and tallest development in the city. The Zone promotes three- to eight-story, dense, mixed-use development with civic anchors. It includes areas to the north and south of Broadway between Grand Street and Water Street. The district permits mixed-use and most residential, institutional, and commercial uses, subject to design standards and site review. Industrial and larger scale uses (e.g., hospitals, shopping centers) are not permitted. The code includes provisions for preserving significant upland scenic views.
Downtown Neighborhood (DN)	The Downtown Neighborhood (DN) Zone generally encompasses the most urban neighborhoods to the north and south of Broadway. The district is intended to protect the quality of downtown neighborhoods. Mixed-use and most residential, institutional, and commercial uses are permitted, subject to design standards and, in some cases, site review. New infill development shall respect the pattern and scale of existing urban development. Buildings can be two- to six-stories. The code includes provisions for preserving significant upland scenic views.
Broadway Corridor (BC)	The Broadway Corridor (BC) Zone applies generally to lots along Broadway from West Street to Grand Street. The purpose of the zone is

	to focus commercial activity along this main thoroughfare and promote a vibrant, pedestrian-oriented, mixed-use district with three- to five-story buildings. Mixed-use, higher density residential and almost all commercial and institutional uses are permitted, subject to design standards and, in some cases, site review. One-family residential is not permitted.



SOURCE: ORANGE COUNTY PLANNING, 2020-2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 3-9 City of Newburg Zoning Map, Hillside BOA

Figure 3-9 illustrates the zoning for the BOA and Table 3-9 provides a breakdown of each zoning district in the BOA. Of the 147.7 acres of land within the BOA, 30.0% are east of Water Street within the Planned Waterfront District (PWD). The next largest district covered within the BOA is the Waterfront Gateway District (WG), which encompasses 24.7%, and includes Hillside upland parcels between Water Street and Grand Street. Much of this area is currently vacant.

The Downtown Neighborhood (DN) district regulates 7.5% of the BOA, covering land to the north and south of the Broadway Corridor zoning district along Broadway. Residential properties north of South Street are designated Residential High Density (RH) (Bourne Apartments) and Residential Low Density (RL) (vacant residential land). Parks have their own designated district.

Table 3-4 Zoning, Hillside BOA

Zoning Class	Acres	% of BOA
Planned Waterfront District (PWD)	44.35	30.0%
Waterfront Gateway (WG)	36.45	24.7%
Road Right-of-Way (Road ROW) [a]	31.24	21.2%
Downtown Neighborhood (DN)	11.13	7.5%
Right-of-Way (ROW)[b]	7.28	4.9%
Broadway Corridor (BC)	6.05	4.1%
Park (PK)	5.33	3.6%
Residential Low Density (RL)	4.58	3.1%
Residential High Density (RH)	1.30	0.9%
Total BOA	**147.7**	**100%**

Source: City of Newburgh, *ecode360.com*
Notes: [a] The Road ROW zoning layer is not in the City of Newburgh's zoning code but was added to account for gaps between zoning elements and cover the entirety of the BOA. [b] Follows the Railroad Corridor.

East-End Historic Overlay District

The Newburgh City Council designated the East End Historic District in 1977, then in 1985 the district was enlarged and added to the National Register of Historic Places. Development within the district is guided by the East End Historic District Guidelines, which were adopted by the City Council by Ordinance No 2-2008. The East End Historic District overlaps the BOA by 32.5 acres primarily within the inland (western portions) of the BOA.

Waterbody Protection Overlay District

The Waterbody Protection Overlay was established to provide protection to the city's waterbodies, creeks, and stream corridors by creating and preserving vegetated stream and creek buffers, protecting water quality, preventing erosion, and enhancing habitat. This also works in combination with the city's Local Waterfront Revitalization Program (LWRP) and the

designation of the Hudson River as a National Heritage Site in the Mid-Hudson region. Therefore, the overlay district regulates land uses within or adjacent to these streams or waterbodies to better meet the purposes of the district. There are 67.4 acres of the BOA within the Waterbody Protection Overlay, which coincides with the Planned Waterfront District in the BOA.

Key Findings:

- The majority of land in the BOA is publicly owned (82 acres), with the City owning 39 acres.
- Over half of vacant land is publicly owned (49 acres). This reduces the tax base but provides more local control over redevelopment decisions on the BOA in the immediate term.
- Most waterfront land is privately-owned, with two large areas owned by the City and public access points throughout. Most of the Hillside area is publicly owned.
- The City owns most vacant Hillside sites but is ineligible to receive federal clean-up funds for Urban Renewal sites. Ownership could be transferred to another public or non-profit entity eligible to receive U.S. EPA Brownfield Grants.
- Several of these public parcels could be strategic and catalytic to potential investment in the BOA.

Land Ownership

Land ownership is an important criterion when evaluating revitalization opportunities. Lands classified as "public" are those owned by a municipality or other public agency while "private" lands are owned by one or more private entities. When land is held in public ownership, it simplifies the process for the municipality to implement its vision for the property. The "non-profit" category includes organizations that own land for operating a non-profit organization. However, maintaining a high percentage of tax-exempt public and non-profit properties can undermine the tax-base and financial well-being of a city. The tax burden is shared across fewer property owners and fewer funds are available for public services.

Table 3-10 shows the breakdown of landownership, acreage and percentage by ownership. Figure 3-10 illustrates the locations of parcels by ownership type.

Table 3-50 Total Land by Ownership Type, Hillside BOA

Ownership	Acreage	Number of Parcels	Percentage by Acreage
Public (Local)	81.8	84	55.4%
Private	64.4	127	42.2%
Non-Profit	3.5	16	2.3%
Total	**147.7**	**227**	**100%**

Source: NYS Tax Parcels Public, updated July 2023. Orange County 2023
Note: The Public (Local) ownership category includes 20 parcels, totaling 31.2 acres that are considered Transportation Roads/ROW

As illustrated in Table 3-10 and Figure 3-10, most parcels located in the Hillside BOA are held by private owners (127 of 227 parcels). Within these areas, land use decisions will be made by

private sector interests. However, a larger percentage of the overall acreage within the BOA is held in public ownership (55.4%). This publicly owned portion of the BOA is comprised of 81.8 acres across 84 parcels. Fifty-five parcels of those parcels are owned by the City of Newburgh, a total of 39.1 acres, or 26.5% of the BOA. These parcels are in addition to transportation/roadway or rights of way (31.2 acres). The remainder of the publicly owned land is owned by the City of Newburgh IDA (<0.1 acres), Orange County (8.4 acres), Newburgh Enlarged City School District (1.7 acres), and the NY-NJ Palisades Interstate Park Commission (1.44 acres).

When looking at development potential, vacant properties are attractive because they do not require demolition of existing structures. Table 3-11 provides details on vacant properties by ownership category.

Table 3-6 Vacant Land by Ownership Type, Hillside BOA

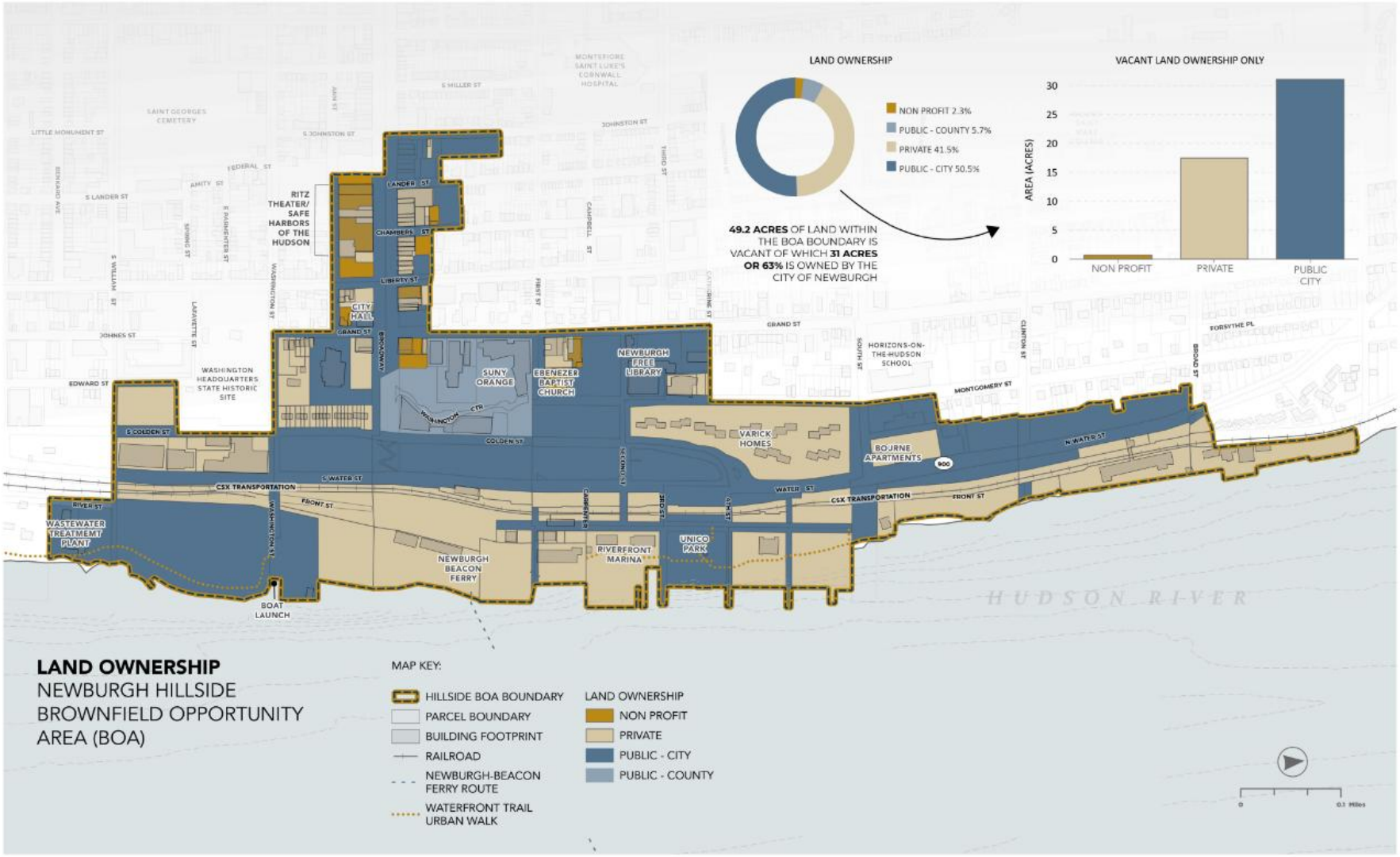
Ownership	Acreage	Number of Vacant Parcels	% by Acreage
Total Vacant Properties	**49.2**	**79**	**100%**
Public	30.0	46	61.0%
Private	18.7	30	38.0%
Non-Profit	0.7	3	1.4%

Source: NYS Tax Parcels Public, updated July 2023. Orange County 2023

When considering only vacant properties, the majority are publicly owned (46 of 79 parcels), and these parcels combine for a significant majority of the vacant parcel acreage (61%), as discussed in the Land Use section. Many of the vacant parcels are adjacent and could potentially be combined into larger redevelopment sites. Some vacant rights of way could also be leveraged, alone or in combination with other vacant sites to support the city's redevelopment objectives. The largest parcel is the 8.41-acre Consolidated Iron property owned by the City of Newburgh located along the waterfront at the foot of Washington Street and is zoned planned waterfront district / waterbody protection overlay.

Most of the vacant or underutilized land on the waterfront is privately-owned, including several adjacent parcels under common ownership that could potentially be redeveloped together. The city maintains rights of way that extend over the Hudson River that can be leveraged together with local laws (LWRP and zoning) to safeguard public access to the shoreline in privately-owned areas. The city owns the boat launch site and the former Consolidated Iron superfund site, which has been remediated and can be redeveloped in accordance with a site management plan and engineering controls (see Brownfields discussion).

Most of the Hillside area sites are publicly owned, except for 35 Broad Street, the northernmost parcel along Water Street. 35 Broad Street is under common ownership with the adjacent Regal Bag properties.



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 3-10 Land by Ownership Map, Hillside BOA

City ownership of the Hillside gives the public greater control over decisions for Urban Renewal sites. However, it also poses a potential challenge for redevelopment. As the party responsible for the contamination, the city would be ineligible to receive state or federal brownfield clean-up funds. For these sites to be eligible to receive U.S. EPA clean-up funds, the city would need to transfer ownership to another public or a non-profit entity.

Historic or Archaeological Significant Areas

Within the BOA

Vacant sites along Broadway are a mix of public and private sites. The largest cluster of public vacant land at the western edge of the BOA is not on Urban Renewal Land. The Hillside BOA overlaps with several historic and archaeological zones, including National Register of Historic Places (NRHP) districts. These historic assets give the city a unique sense of place and culture. However, many historic buildings require extensive maintenance, and developing new structures consistent with historic design guidelines may require specialized architects.

Two archaeological buffer areas overlap with the BOA. These are associated with the city's location on the Hudson River and are less likely to have a direct impact on development. Figure 3-11 depicts historic and archeologically significant areas in relation to the BOA area.

Key Findings:

- The upland portion of the BOA overlaps with two National Register of Historic Places (NRHP) districts and contains 85 historic buildings listed on the NRHP associated with these two districts.
- The Dutch Reformed Church in the BOA is individually listed on the NRHP. The Washington's Headquarters State Historic Site is adjacent to the BOA. Scenic views from these sites are protected in Newburgh's zoning code.
- Supporting developers to identify tax credits or assist them with historic design requirements may help spur investment in these historic districts and buildings.

The 1840s **Newburgh Steam Mills Building** between the Hudson River and North Water Street is located entirely within the Hillside BOA. The district is not currently listed on the NRHP but has been determined to be eligible for its inclusion. The Steam Mills manufacturing complex consisted of steam-powered cotton mills in the mid- to late nineteenth century. By 1910, textile operations ceased, and the complex was repurposed to serve as a production facility for the Coldwell Lawnmower Company and then the Regal Bag pocketbook factory.

Two NRHP historic districts are partially within the Hillside BOA boundary: the **Montgomery-Grand-Liberty Streets Historic District** and the **East End Historic District**. Each district is characterized by distinct architectural styles and settlement patterns. **Eighty-five historic buildings** listed on the NRHP associated with these two districts are located within the Hillside BOA. An additional 55 listed buildings associated with these two historic districts are located near the Hillside BOA boundary.

The **Montgomery-Grand-Liberty Street Historic District** was listed on the NRHP in 1973. It consists of approximately 250 historic structures and is characterized primarily by a nineteenth century residential neighborhood, nine churches, and various public buildings. The residential dwellings within the district are generally two to three stories and constructed of brick. However, clapboard, stucco, and shingles also adorn various dwellings. Prior to the Civil War, many of the cottages and villas within the district were characterized by Gothic elements. Notable buildings within the Hillside BOA consist of the Dutch Reformed Church located at 134 Grand Street, and the former home of the Newburgh City Library located at 100 Grand Street. Listed on the NRHP both individually as well as within the Montgomery-Grand-Liberty Street Historic District.

The **Dutch Reformed Church,** a national historic landmark, was designed by Alexander J. Davis in 1835. At the time of its listing on the NRHP in 1970 (individual listing # 90NR02316), the structure was one of four remaining buildings designed by the famed architect. The **former Newburgh City Library**, erected in 1876 and designed by John A. Wood, is characterized by the High Victorian Italianate architectural style, and was the fifth public library established in the State of New York.

The **East End Historic District** listed on the NRHP in 1985, consists of approximately 2,462 historic structures built between 1750 and 1935, which contribute to the district's listing on the NRHP. This historic district includes the core of the present city of Newburgh as well as the surrounding area, which was developed through the end of the nineteenth century. While neighborhood boundaries are fluid, the historic district contains several sub-areas characterized by unique architecture styles and settlement patterns. The center of the East End Historic District, located partially within the Hillside BOA, is situated within the civic and industrial heart of present-day Newburgh. This neighborhood is represented by multi-story commercial and civic buildings from the early twentieth century. Examples within the BOA include the finely detailed Beaux-Arts style Columbus Trust Company Bank, built in 1902, located at 72 Broadway, and the Neoclassical style Newburgh Savings Bank, built ca. 1920, and located at 94 Broadway.

Adjacent to the BOA

While the remaining neighborhoods of the East End Historic District are located outside of the Hillside BOA, it is worth summarizing their contributing significance to the historic district. North and west of the East End Historic District's center is the city's commercial zone. This section of the East End Historic District is represented by multi-story buildings adorned in brick with street level store fronts along Broadway. Architectural elements present along Broadway include styles that were popular between the 1840s and 1930s exemplified by Italianate style buildings such as the one found at 156 Broadway just a short distance from the BOA boundary. North of the commercial section of the East End Historic District are four unique residential neighborhoods. The first includes the ornate dwellings of the Montgomery-Grand-Liberty Street Historic District characterized by the picturesque architecture of the mid-nineteenth century. Next, the neighborhood of Chambers, Lander, and Johnson Streets is characterized by multi-story brick residential buildings. Similarly, the neighborhood centered on Dubois Street is also characterized by nineteenth century multi-story brick residential buildings. Finally, the neighborhood located

at the northern ends of Liberty and Grand Streets is characterized by suburban-like early twentieth century dwellings.

Washington's Headquarters State Historic Site , a national historic landmark, is also located adjacent to the Hillside BOA boundary. Obtained by the State of New York in 1850, this site was the first publicly owned and operated historic site in the nation.
Additionally, several notable structures are located a short distance from the BOA study area. The Warren House located at 196 Montgomery Street as well as the dwelling located at 222 Montgomery Street are indicative of the extravagant designs popularized after the close of the Civil War. The **David Crawford House** (NRHP #90NR02317) at 189 Montgomery Street was home to War of 1812 Captain David Crawford who leased the plot of land from the Glebe of the Episcopal Church in Newburgh in 1830. The dwelling was constructed amongst other prominent homes of the time. Lastly, the **New York State Armory** building at 145 Broadway, known locally as the "Bull Market," was erected in 1879, dedicated in 1880 and designed by prominent New York State architect John A. Wood. This building represents Newburgh's only standing representation of "castellated civic architecture."

Key Findings:

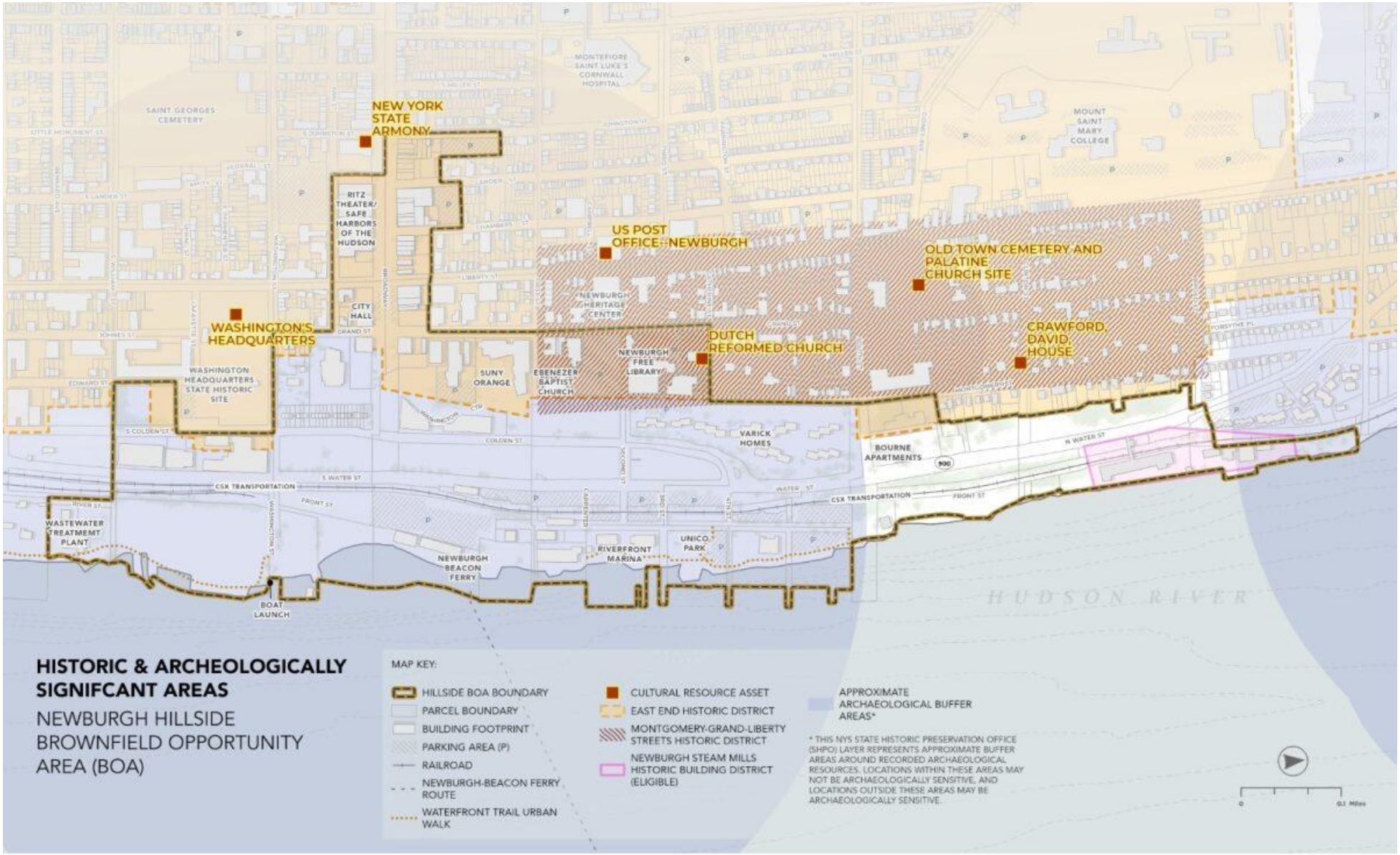
- The Hillside BOA contains approximately 135 buildings. Half were built before 1940 in more historic and sometimes ornate styles.
- Buildings built after 1954 are primarily residential developments and public facilities on Urban Renewal land.
- Six key buildings were identified for their reuse potential. The Dutch Reform Church (1835), Regal Bag Building (1844), City Club (1857), 112 Broadway (1900), Kreisel's Furniture Building (1932), and Public Safety Building (1978).

Building Inventory

The building stock in the Hillside BOA reflects Newburgh's history as an industrial riverfront city that has been partially redeveloped following Urban Renewal and a decline in manufacturing. The Hillside BOA contains roughly 135 buildings of varying ages and styles.[10] Most buildings are brick and stone construction, with some smaller, timber frame residences. Approximately half were built prior to 1940 and Urban Renewal, often in more ornate architectural styles. The remaining half were constructed after Urban Renewal, typically in simpler, modern styles.

Approximately one quarter of buildings in the Hillside BOA were built before 1900 and another quarter date from between 1900 and 1938. Most of these older buildings are located along the Broadway and Grand Street corridors, with a few on South Water Street and on the waterfront. They feature picturesque architectural styles such as Beaux Arts, Queen Anne, and Neoclassical and include both residential and commercial buildings as well as structures originally built for civic, benevolent, religious, or fraternal uses. Examples include a former city

[10] Public NYS Tax Parcels dataset hosted on the NYS GIS Clearinghouse containing 2022 parcel data from Orange County and 2022 Assessment Roll tabular data from the NYS Department of Tax and Finance's Office of Real Property Tax Services (ORPTS). Accessed January 2024.
. The year-built data and approximate building count was adjusted based on map data, staff and field observations to account for parcels with multiple buildings or double lots with one building.



SOURCE: CITY OF NEWBURGH 2023; ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; SHPO CRIS 2024

Figure 3-11 Historic and Archeologically Significant Areas Map, Hillside BOA

library, former fire station, former YMCA, former masonic temple, former labor union headquarters, labor and veterans' clubs, and the Ebenezer Baptist Church. Older buildings on the waterfront include former warehouses and mills, such as the historic Steam Mills buildings.

The other half of buildings in the BOA were built between 1954 and 2001. These are primarily large public facilities and affordable residential developments built on Urban Renewal land. They also include a few metal warehouses and restaurants on the waterfront. Examples include the Newburgh Free Library, the Public Safety Building at 55 Broadway, SUNY Orange County Community College, the high-rise Bourne Apartment building, Varick Homes (23 two-story brick apartment buildings), and the Washington Place Townhomes (20 small, timber single-family townhomes).

Key Buildings in the BOA

Buildings in the BOA were reviewed during site visits and desktop charettes for their reuse potential as well as their significance to the cultural and architectural character of the study area. Six buildings were identified as potentially underutilized properties that could be evaluated for their reuse potential.

The city-owned **Public Safety Building** located at 55 Broadway is a two-story structure built into the Hillside below Grand Street measuring approximately 25,000 gross square feet. The 1.9-acre property has onsite parking and beautiful views of the Hudson River. The building was constructed in 1978 to house the City of Newburgh Police and Fire Departments. The east side of the building continues to be used as the Newburgh Police Department headquarters (Broadway entrance) and the west side is the Newburgh Fire Department headquarters, with one story above ground on 22 Grand Street. The building was built in 1978 and is in poor condition.[11] The low height and modernist architectural style contrasts with the buildings in the surrounding district. The attractive location and river views of the property present an opportunity to repurpose the site as redevelopment in the BOA progresses. In this scenario, the police and fire departments would be relocated to a new facility in a suitable location.

The **Dutch Reformed Church** at 134 Grand Street is the oldest building in the BOA. The Greek Revival building was designed by famous architect Alexander Jackson Davis in 1835 and operated as the Newburgh Dutch Reformed Church from 1837 to 1968. Since then, the building has been vacant and the focus of various preservation and restoration efforts. The church was listed on the National Register of Historic Places in 1970, saving it from demolition under the Urban Renewal program, and was designated a National Historic Monument in 2001. Small grants have funded stabilization work throughout the years, but the structure remains in very poor condition. The property is within the East End and Montgomery-Grand-Liberty Street Historic Districts.

[11] Building condition information is based on field observations, Orange County Real Estate Property Data (accessed from Image Mate online property.data.oragnecountygov.com March 2024), and discussions with City of Newburgh staff.

At present, the property is owned by the City of Newburgh. The one-story, 55-foot-high structure is fronted by an ionic order portico with four restored, 32-foot columns. The building is 5,700 gross square feet with a large hall (sanctuary) and full basement. The property has partial views of the Hudson River and is adjacent to residential and civic uses.

The privately owned **Kreisel's Furniture Building** at 123 Broadway is a two-story attached commercial row building notable for its Art Deco façade. Built in 1932, the brick and sandstone building was a furniture store through the 1970s but has been vacant for decades. The building is approximately 15,000 gross square feet and extends to Ann Street. The building is listed in fair condition.

The former **Regal Bag Building** at 302 Water Street is a large, five-story, brick building on the shoreline of the Hudson River. The building was built in 1844 as part of the Newburgh Steam Mills manufacturing complex. The steam-powered cotton mill operated into the late nineteenth century. In 1910, the building became the headquarters of the Coldwell Lawn Mower Company. In the 1940s, the building was transferred to a handbag manufacturing company, later known as the Regal Bag Corporation. Regal Bag operated for several decades manufacturing and distributing handbags. The building is eligible for inclusion on the National Register of Historic Properties.

In recent years, the Regal Bag building has been used as studio and office space for artists, photographers, and wellness businesses, but the approximately 108,000 square feet industrial space is largely underutilized. The building is situated on Front Street on the banks of the Hudson River, with parking and loading docks at ground level, and beautiful views of the river from all floors. The main entrance is via a walking bridge over the railroad line that connects Water Street to the top floor of the building. The Regal Bag complex, including the buildings on 302 and 310 Water Street, are privately owned and were sold to a new owner in 2024.

The **City Club** at 120 Grand Street is a vacant commercial shell building constructed between 1852 and 1857. The City Club was originally the residence of local physician Dr. William A Culbert. The Second Empire style home was famously designed by architect and landscape designer Calvert Vaux in collaboration with landscape architect Andrew Jackson Downing. It is a contributing property to the Montgomery-Grand-Liberty Streets Historic District.

In 1891, the building was converted into the City Club, a gentlemen's social club. Beginning in the 1960s, the building also housed tenants, offices, and a law library. Many of the surrounding properties were demolished during Urban Renewal, but the City Club survived until 1981 when it was gutted by a fire. The fire destroyed the roof, third floor, and most of the interior. The remainder was stabilized with a steel structure and is a two-story, 7,100 gross square foot brick shell building. The property is owned by the city and used for temporary art installations. There is a strong community desire to restore the building.

112 Broadway is a commercial row building on the corner of Chambers and Broadway. The three-story brick building is approximately 7,400 gross square feet and is listed on the tax

assessment rolls in poor condition. Built in 1900, the building was the location of a popular bakery and restaurant for decades. Today, the building is vacant with boarded up windows. The property is privately owned and in 2025 was listed for sale as a weather sealed and structurally sound building with a newly framed out building that could be redeveloped for mixed use.[12]

Parks and Open Space

Key Findings:

- Parks and green space are limited in the BOA, but vacant land offers opportunities to expand recreational opportunities and green space on public and private land.
- The rehabilitation of the Newburgh Landing in Newburgh's deepwater bay offers an opportunity for expanded waterfront tourism.
- Unico Park is an important public and gateway asset on the waterfront.
- New trail connections within the BOA present opportunities to expand a local trail network with connections to local and regional attractions in the future.
- The Boat Launch parking lot is underutilized in the off-season and could potentially host other uses.
- Vacant sites are being used as unofficial green space, and future redevelopment should incorporate a diversity of green, park, and recreational areas to serve residents.

The BOA features a few public and recreational spaces. The city would like to build on these resources to enhance recreational opportunities, public realm amenities, and public access to the waterfront.

Newburgh Parks

Unico Park and Newburgh Landing Park (Dock)

Unico Park is a 2-acre, city-owned riverfront park located at 70 Front Street. It is the only developed public park on the waterfront and is considered an important recreational asset for the community. The park offers benches, picnic tables, and scenic views of the Hudson River next to the Newburgh Landing Dock. The tourism kiosk in the park posts local event flyers, provides maps and guides, and stocks information on local and regional tourist sites. Seasonal food vendors can be spotted around the park area during the warmer months. The park also acts as an outdoor flex/event space for concerts and exhibitions.

Newburgh Landing Park (Dock), a boat and fishing pier closed since 2014, has been fully redesigned and is in the final stages of securing funding for reconstruction. Once the dock is reopened, Unico Park will serve as complementary resource welcoming residents and visitors.

[12] Renaissance Realty Cons Group real estate listing on Corcoran.com

Newburgh Public Boat Launch (also known as Washington Street Boat launch)

The City of Newburgh Public Boat Launch is located at the foot of Washington Street and is open to the public from April until October. The boat launch offers the public a safe means to launch boats, canoes, and kayaks. The next closest boat launch is in Cornwall-on-Hudson and the site is very busy in the summer months. The launch has ample parking for a fee paid via an on-site meter. Daily passes are also available. Dining at nearby restaurants is also available and the site is accessible by bus. Fishing access is also provided at the site.

Starting in 2016, guided kayak tours of the Hudson River waterfront began departing from the Boat Launch. Parking for vehicles and boat trailers is provided at the boat launch, along with a sitting area. The park is open daily from sunrise to sunset. Launch hours are seasonal; a fee is charged for launching all trailered boats, but not for "car-top" vessels.

The ramp also provides access to the river for participants in Hudson River fishing tournaments and is used for emergency response, rescue and retrieval purposes by authorized agencies, including the city's Police and Fire departments. Construction of the boat launch was undertaken with state funds provided through the New York State Department of Environmental Conservation (NYSDEC).

Downing Vaux Park

Located at the foot of Broadway and Colden Street is Downing Vaux Park. In 1902, Downing Vaux, the son of noted architect Calvert Vaux, was commissioned to create a scenic oasis on the Hillside to increase pedestrian safety on the steep slope. The park is a small 0.5 acre green space with a stone staircase in the center of the Hillside area. The site includes a tree-lined green space, with benches and lighting and a walking path that provides access to Water Street. Though historic in nature, the park offers limited amenities and is only functional and not accessible

Safe Harbors Green

Safe Harbors of the Hudson is a mixed-use, non-profit housing and arts redevelopment project. The project began in 2002 with the purchase of the Hotel Newburgh, a once-proud destination that had deteriorated over the years. The Safe Harbors Green has been redeveloped into a fully accessible urban pocket park in the center of Newburgh's downtown. The Green serves as a cultural and social hub and a space for the organization's programming.

South Street Park

A new waterfront park, pending construction, has been designed and approved as a dedicated city park. The approximately 0.5-acre park is located at the terminus of Front Street. As planned, the park will contain an observation pavilion, benches, and a riverfront walkway for parkgoers to take in the Hudson River views. There will also be a seasonal dock and storage facilities for kayaks. The city recently re-opened a connection under the rail line along 5th Street near the site.

Newburgh Trails

The Hillside BOA includes trails that provide access to and across the Newburgh waterfront and connection to city parks within the BOA. A detailed description of the city's trail networks within the BOA boundary is provided below.

The Hudson River Waterfront Trail

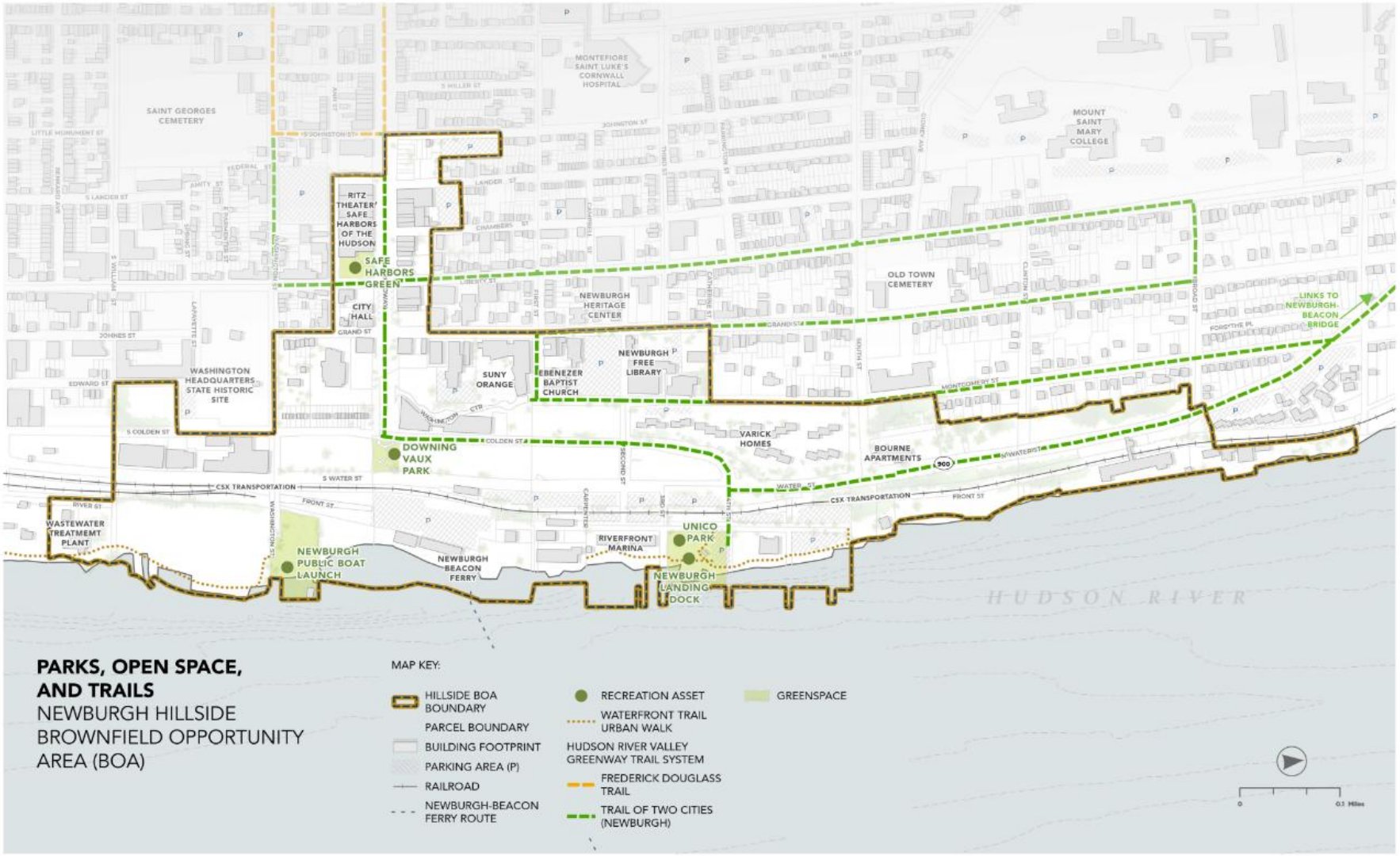
This trail runs through the BOA along portions of the Hudson River. The trail, however, is not continuous through the BOA along the riverfront. A mile-long stretch runs from Washington Street to Ward Brothers Park (see Figure 3-12). The trail then resumes at Riverfront Marina and traverses some of Newburgh's waterfront recreational areas, including Unico Park and the Newburgh Landing Dock, and then passes several commercial uses where it terminates adjacent to a large parking lot, near the future South Street Park.

Frederick Douglass Walking Trail

Part of the Hudson River Greenway Trail, a self-guided walk of sites in Newburgh steeped in African American history. The trail is mostly outside the BOA, traversing within the BOA for only several feet (see Figure 3-12) near the intersection of Broadway and Johnston Street. Outside of the BOA boundary, tour stops along the trail include the Alsdorf School of Music and Dance, AME Zion Church, and Downing Park.

Trail of Two Cities (Newburgh)

The city is part of the Hudson River Greenway and is developing the waterfront as part of the Trail of Two Cities with the nearby City of Beacon. The trail is a non-motorized link between the City of Beacon and surrounding communities connecting the Beacon train station with the Newburgh Beacon Bridge via the Trail of Two Cities and future trail networks within the Town of Fishkill. The trail length within the Hillside BOA is 1.9 miles.



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 7 Recreational Sites and Facilities Map, Hillside BOA

Transportation

Key Findings:

- Low-traffic streets, ample parking areas, and ownership of historic rights of way create opportunities for investments in bicycle and pedestrian infrastructure to increase foot traffic.
- The city contains many significant regional transportation connections that could be leveraged to develop a transportation hub in the Hillside BOA.
- Providing welcoming and accessible pedestrian connections from the waterfront to Broadway will be essential to capitalize on waterfront visitation and revitalize the broader BOA.
- Publicly owned vacant land and rights of way provide a rare opportunity to incorporate varied attractive, multimodal infrastructure.

Transportation systems in the Hillside BOA include a CSX rail line that runs along the waterfront, freight and ferry water transportation on the Hudson River, trails, public transportation routes, and a road network that accommodates vehicles, bicyclists, and pedestrians on the sidewalks. Approximately five miles west of the Hillside BOA is Stewart International Airport, which is operated by the Port Authority of New York and New Jersey.

Road Network

The road network in the Hillside BOA is a grid system. Much of the original street system of the Hillside neighborhood was removed during Urban Renewal. The City of Newburgh owns many of the historic rights of way through the Hillside BOA. Therefore, opportunities to reconnect the grid to the waterfront exist in some places, particularly for non-motorized travel.

All roads within the Hillside BOA have a speed limit of 30mph. The most heavily trafficked road in the Hillside BOA is the north-south Water Street, or NYS Route 980T, which sees nearly 25,000 vehicles per day. Trucks are not allowed on Water Street, which is commercially restricted. Broadway, which runs east-west has an annual average daily traffic (AADT) count of 15,580 vehicles between Colden St and Robinson Ave. Approximately 4% of Broadway's traffic is trucks. No other roads in the Hillside BOA have an AADT above 5,000 vehicles, indicating the road network primarily serves local traffic.

Expansive parking is currently available along Water Street and the waterfront. As redevelopment progresses, consolidating parking and/or building parking into the Hillside would free up valuable waterfront land for higher uses while providing parking for businesses.

Public Transportation

Transit Orange, which serves all of Orange County, provides bus transportation within the City of Newburgh. Bus routes in the Hillside BOA include the Newburgh Broadway West and East, Newburgh Crosstown North and South, Newburgh Northside, and Newburgh Southside. Several Transit Orange routes converge at the intersection of Broadway and Liberty Street, which acts as a transit hub within the Hillside BOA.

The Newburgh Southside Route serves as a connection to the Newburgh-Beacon Ferry and provides a direct connection to the MTA's Beacon train station. The ferry operates on weekdays during commuting hours (approximately between 5:30 a.m. and 8:30 a.m., and 6 p.m. and 9 p.m.) and serves as an important connection to the Metro North rail line to New York City. The Newburgh community is highly interested in weekend ferry service to expand tourism connections to the east bank and New York City.

Additionally, the Metropolitan Transportation Authority provides a shuttle service between the City of Newburgh, the Beacon train station, and Stewart International Airport. The shuttle makes several stops within the City of Newburgh, including a stop at the intersection of Broadway and Liberty St.

Ulster County Area Transit (UCAT) also operates a bus line from the City of Newburgh to the Village of New Paltz. UCAT makes a stop on Water Street (Colden Street) on its way to and from New Paltz. This is a useful connection for City of Newburgh residents who are also students at SUNY New Paltz.

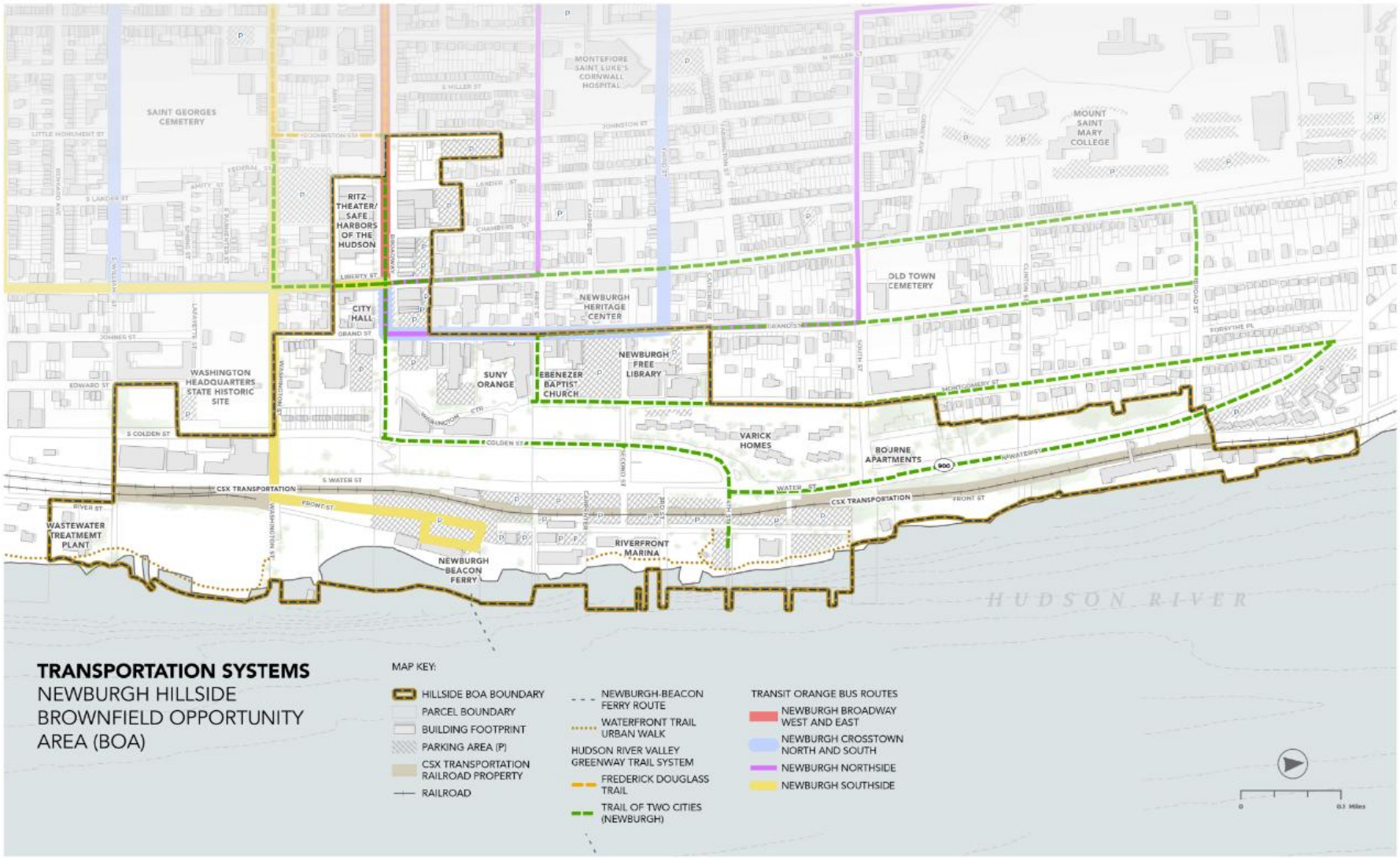
SUNY Orange also runs a shuttle between its main campus in Middletown and its City of Newburgh campus on Grand Street. The shuttle operates several times daily, Monday through Friday, during the fall and spring semesters.

Bicycle and Pedestrian Transportation

Newburgh's roads contain a robust sidewalk network to accommodate pedestrian travel. However, inconsistencies in sidewalk materials and conditions may present challenges for those with mobility issues. The city has adopted streetscape standards into its zoning, incorporating aspects of Complete Streets and Green Infrastructure as part of regular maintenance and new development. The city is actively working to improve sidewalk conditions while advancing beautification and sustainability goals. These efforts are most prominent on Broadway, where recent projects have created curb bump-outs to shorten crossing distances and improve pedestrian safety. The city has invested in improving pedestrian connections to the waterfront. By leveraging historic rights of way, the city has created new connections between Water Street and Front Street under the CSX rail line.

The Frederick Douglass Trail and Trail of Two Cities run along the sidewalk network in the Hillside BOA, guiding pedestrians past the city's many historic sites.

In addition, several pedestrian-only paths create important, low-stress connections between destinations. A footpath between Broadway and Water St through Downing Vaux Park provides a pedestrian connection with scenic views of the Hudson River. The Hudson River Waterfront Trail connects several important waterfront businesses and extends south beyond the BOA boundary.



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 3-13 Transportation System Map, Hillside BOA

Many of the city's roads have low traffic volumes which are ideal for accommodating bicycle transportation; however, there is no dedicated bicycle infrastructure. Water Street, or NYS Route 980T, is designated as NYS Bike Route 17 but lacks dedicated bicycle infrastructure. Bicycle parking areas, dedicated bicycle lanes, traffic calming, and signage should be considered to encourage bicycling within the Hillside BOA. Additionally, several regional trail projects on the east side of the Hudson River could be connected to bring visitors to the Hillside BOA. These connections would also serve commuters without vehicles that need to reach the Beacon Train Station during hours the Newburgh-Beacon ferry is not in operation.

Infrastructure

Key utility and infrastructure system components include energy supply and use, public drinking water, sewer systems, stormwater management, solid waste management, communications infrastructure and parking.

Key Findings:

- Newburgh's waterfront area has robust public infrastructure and utility systems to support future development.
- The city is under a consent order to implement a Long-Term Control Plan by 2030 to reduce combined sewer overflow events.
- Integrating green infrastructure into redevelopment can further reduce stormwater runoff.
- The North Interceptor sewer upgrade project completed in 2024 removed a key barrier to development for properties in the Hillside area.
- There is a need to bridge the digital divide in underserved areas in terms of challenges with affordability internet and wireless service.

Energy Supply and Use

As an urban and commercial/industrial area, the BOA has ample access to natural gas and electrical services. There are electrical transmission lines throughout the BOA connecting businesses to the transmission network. The Montgomery Street Substation, located adjacent to the Newburgh Free Library on Montgomery Street, is owned and operated by the Central Hudson Gas and Electric and is within the BOA. The BOA has ample energy infrastructure to accommodate increased development.

Public Drinking Water

Newburgh's water system serves approximately 30,000 people through 6,675 service connections. There are more than 75 miles of water mains ranging from 4 inches in diameter to 30 inches in diameter. There are more than 800 fire hydrants and approximately 3,500 gate valves to turn off water mains in cases of water main breaks or other emergency situations. The daily average of water treated and distributed in 2023 was 3.293 million gallons and the highest single-day production was 4.106 million gallons. The amount of drinking water delivered to customers in 2023 was approximately 1.2 billion gallons. There are no capacity or water pressure issues anticipated in the BOA.

The City of Newburgh primarily obtained its water from the city-owned reservoir at Washington Lake until May 2016, when per and polyfluoroalkyl substances (PFAS) were discovered in the reservoir water. More stringent PFOS and PFOA contaminant level goals were imposed by the United States Environmental Protection Agency and the New York State Department of Health.

Since May 2016, the City of Newburgh has relied on its backup supplies of water coming from the New York City Catskill Aqueduct tap and nearby Brown's Pond. Construction of a permanent piped connection between the Catskill Aqueduct and the City of Newburgh's pump station was completed and became operational at the end of December 2016. A fill-pipe from the Catskill Aqueduct to Brown's Pond was also installed by the NYSDEC in spring 2017, which allows the City of Newburgh to fill Brown's Pond when necessary.

Sewer System

The City of Newburgh is responsible for operation, maintenance, and repair of the city's sewer collection system. The combined sewer collection system consists of both combined sewers and separate sewers with mains ranging in size from four inches to seventy-two inches. A combined sewer collection system collects rainwater runoff, domestic sewage, and industrial wastewater into one pipe. Normally, the combined sewer can transport all the wastewater to a wastewater treatment plant to receive treatment before discharge to surface waters. However, sometimes the amount of combined stormwater flow and sanitary sewer flow exceeds the capacity of the system. Combined Sewer Outfall numbers 4 through 11, are located along the waterfront (Figure 3-15) within the Hillside BOA boundary. When combined sewer flows exceed system capacity (e.g. following heavy rainfalls or snow melts) diversion structures that were constructed in the 1960s are used to bypass excess flows to surface waters without receiving treatment. The combined sewer that discharges through these outfalls is controlled by various sewer regulator structures and diversion manholes located along the east side of the city. Diversion manholes A, B, C & F, and sewer Regulator No.'s 4, 5, 6, 7, 8, & 9 divert combined sewer to various outfalls along the Hudson River within the BOA boundary.

Combined sewer overflows are regulated by both the U.S. Environmental Protection Agency (USEPA) and NYSDEC. The city is under a consent order with NYSDEC entered into in 2016 to implement a Long Term CSO Control Plan (LTCP) which consists of a series of phased infrastructure projects required to be constructed over a 15-year timeline with the goal to reduce the frequency and duration of combined sewer overflows by 2030. Complementary green infrastructure such as rain gardens and tree lawns can also reduce stormwater runoff. Steep slopes and urban fill may reduce green infrastructure's infiltration rates in the Hillside BOA, but green infrastructure could potentially be incorporated into new development, for example, through bioswales and green roofs.

The city also owns and operates eight sewage pump stations within this collection system. The Town of Newburgh also contributes flow to the city's collection system at several metered locations. All sewer flows are directed towards the city's wastewater treatment plant (located

partially within the BOA on the southern end) for treatment before discharge to the Hudson River.

In October 2024, the city completed a $32 million North Interceptor Sewer Improvement Project that completely replaced and realigned the sewer interceptor underneath Broadway, Colden Street, and other streets in the Hillside. The project advanced the LTCP and addressed a key barrier to development in the Hillside area by updating and increasing its wastewater infrastructure and capacity. The project was supported with funding from the NYSDEC, USEPA, the federal Bipartisan Infrastructure Law and American Rescue Plan as well as the Environmental Facilities Corporation's Clean Water State Revolving Fund.

Solid Waste Management

Solid waste management includes the collection, transport, processing, recycling disposal, and monitoring of waste materials, or trash, produced by human activity. The Sanitation Division in the City of Newburgh is responsible for the collection and disposal of garbage, trash, refuse and recyclables throughout the city and within the BOA. The Sanitation Division is responsible for the enforcement of all ordinances and regulations relating to the collection, carting and disposal of garbage, trash, refuse and recyclables. There are no known solid waste capacity issues within the City of Newburgh.

Communications

Internet and wireless phone service is available throughout the City of Newburgh, including the BOA. Internet providers in Newburgh include Spectrum, Earthlink, Verizon, Hughesnet, Viaset and T-Mobile. In addition, there are many wireless service providers servicing the Newburgh area. Cable service is provided by Spectrum, Dish, Direct TV and Verizon. A challenge in Newburgh closing the "digital divide" by helping more users afford service.

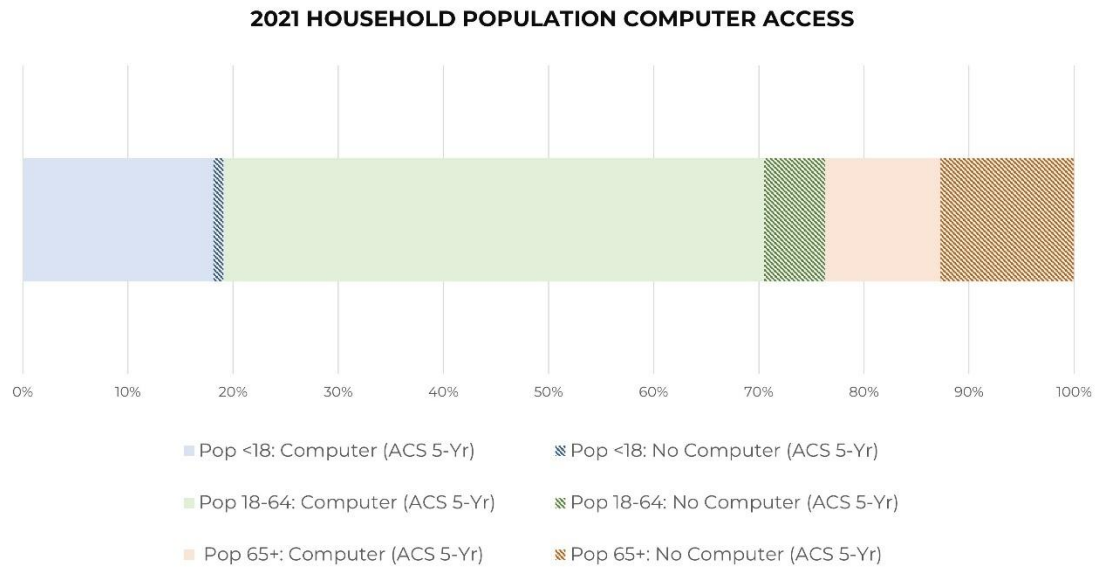


Figure 3-8 Household Computer Access

Parking

At present, parking in the Hillside BOA may be adequate. Several of the commercial properties within the BOA contain private parking areas. In addition, there are some large public surface parking areas. On-street parking is available throughout the BOA as well. In total, there are almost 11 acres utilized and designated as "parking lot" within the BOA (see Figure 3-15), which is more land than is allocated for public services within the BOA. There are many private but no public EV charging stations in the City of Newburgh.

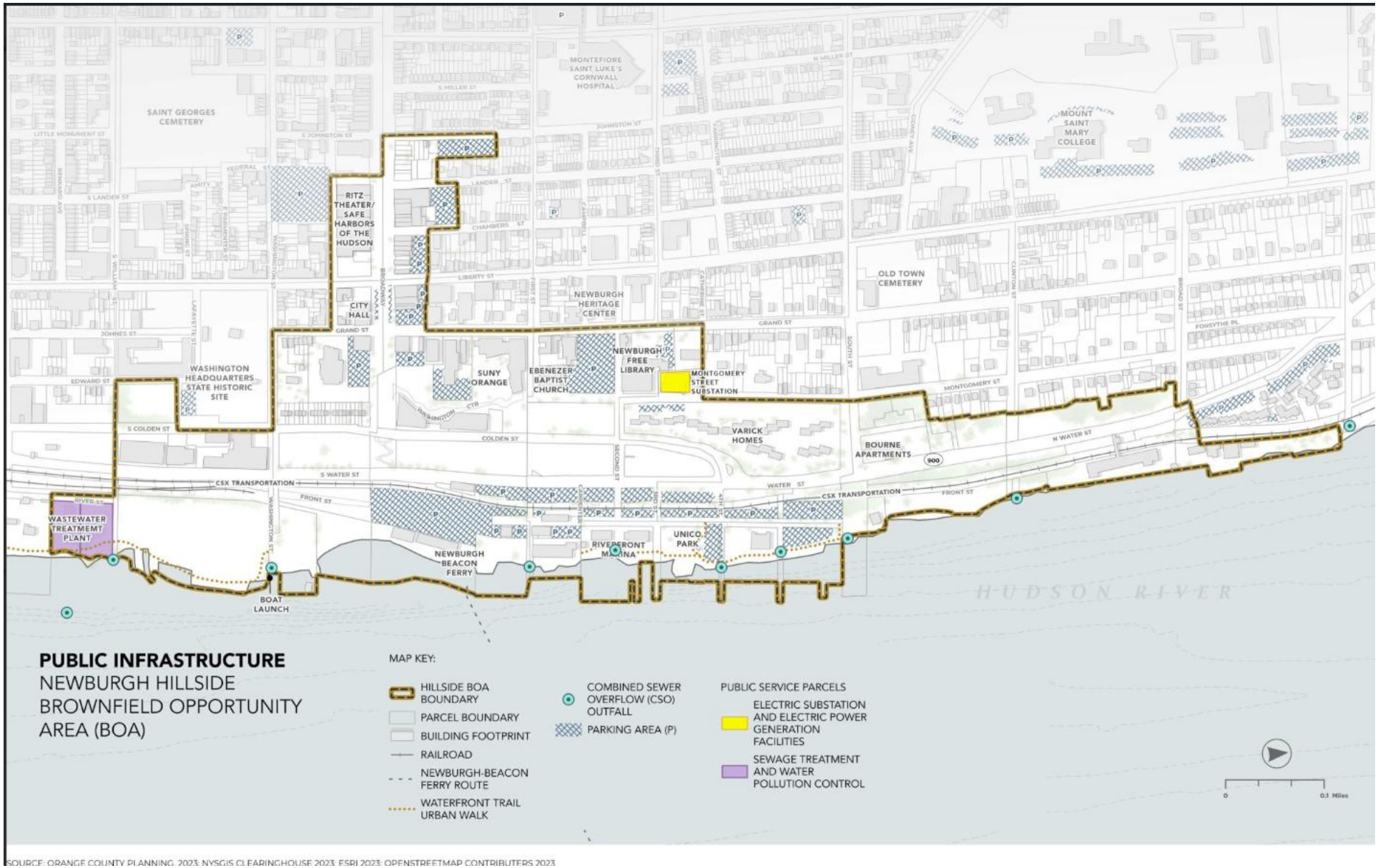


Figure 3-15 Public Infrastructure Map, Hillside BOA

3.4 STRATEGIC SITE ANALYSIS

Brownfield, Abandoned, and Vacant Properties

As discussed in Section 1, a goal of the BOA program is to reactivate abandoned, vacant, and underutilized properties, some of which might be classified as brownfields or brownfield sites.

"**Brownfields**" are properties where expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

A "**Brownfield site**" is a legal term for any real property where a contaminant is known to be present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by the department that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations (New York Consolidated Laws, Environmental Conservation Law - ENV § 27-1405).

Key Findings:

- There are 22 brownfields in the Hillside BOA, covering 56 parcels and 52.05 acres (35%) of the study area
- Phase 1 Environmental Site Assessments (ESA) of four of the brownfields found a low possibility of contamination.
- Six are brownfields with known contamination. Five of these may require clean-up prior to redevelopment and one is a remediated Superfund site that can be redeveloped for limited uses according to a site management plan.
- Phase I and/or Phase II ESAs are recommended for the remaining brownfields to determine the likelihood of contamination on site and potential clean-up needs.
- Brownfields in the Hillside BOA are potentially eligible for additional Environmental Zone tax credits through the NYS Brownfield Cleanup program (BCP).

Brownfields can deter potential investments and lead to declining property values. However, community-driven revitalization plans can play a crucial role by outlining the necessary steps for remediation, marketing, and redevelopment that aligns with the community's vision. In addition, properties within a BOA may become eligible for tax credits as well as other financial and technical support that would make redevelopment projects more viable.

The City of Newburgh and BOA project team reviewed a list of vacant and underutilized properties with known or potential contamination within the study area. The analysis identified a total of 56 individual brownfield parcels. Similar, adjacent properties that would likely be redeveloped as one site were grouped together, resulting in a total of **22 brownfields** (Figure 3-15). The 22 brownfields cover a combined area of 52.1 acres, or 35% of the Hillside BOA. These

properties do not pose any immediate threat to the public but may need an Environmental Site Assessment (ESA) and/or remediation prior to redevelopment.

A desktop analysis of brownfields was conducted during the BOA planning process by Environmental Design & Research (EDR). In addition, HRP Associates (HRP) conducted several Phase I and Phase II ESAs within the BOA in 2024 with funding from a U.S. EPA Brownfields grant administered by Safe Harbors of the Hudson. HRP and EDR partnered to share data and coordinate public outreach for the two complementary efforts through 2024 and 2025. As a result, a more in-depth level of analysis was available to inform this BOA nomination study.

The desktop and Phase I ESAs used publicly available environmental and land use records from federal, state, and local environmental records, including:

- Library of Congress Sanborn Fire Insurance Map Collection, 1884 to 1950
- U.S. EPA Cleanups in My Community Brownfield Property Profiles
- NYSDEC Spill Incidents Database, 1978 to present
- NYSDEC Remedial Site Database
- NYSDEC Bulk Storage Database
- NYSDEC DECinfo Locator
- Orange County Geographic Information Systems
- Orange County Real Property System data and tax maps
- Newburgh Heritage Collection
- Historic aerial and street photographs
- Visual surveys and interviews with city staff.

In addition, the BOA project team obtained data from Phase II ESAs completed in 2024 by HRP. The Phase II assessments analyzed soil samples from four brownfields in the Hillside BOA for harmful contaminants that could present a barrier to development. In November 2024, Safe Harbors of the Hudson, Inc. requested additional assessment funding from the U.S. EPA complete additional site assessments and prepare Hillside sites for remediation and future development.

Profiles for each brownfield were created with the land use and environmental history of each parcel, any potential contamination concerns, and the current use(s) and features of the property. The 22 brownfields were then ranked on a scale of zero to three based on the likelihood of contamination on site. A summary of the environmental assessment findings is provided below and in Table 3-12 and Table 3-13. More detailed summaries can be found in the Brownfield Profile Forms in the Appendices.

Table 3-12. Likelihood of Contamination of Brownfields in the Hillside BOA

Environmental Ranking		Brownfields in the BOA
0	No evidence of existing environmental conditions was identified in the desktop review.	Four brownfields have a low possibility of contamination based on past uses on the property. They total five parcels and 2.72 acres.
1	Potential contamination due to prior or current uses on site including industrial uses or bulk storage of petroleum and/or hazardous substances in tanks above or below ground.	Eleven brownfields were found to have potential contamination based on prior uses and activities on the property. They total 20 parcels and 30.6 acres. Phase I and/or Phase II ESAs are recommended prior to redevelopment to determine if contamination is present and if site clean-up is needed.
2	Property is associated with open or closed spills and/or leaking underground storage tanks.	One brownfield is associated with multiple open and closed petroleum spills since 1978. The brownfield is 18 parcels and 1.8 acres, however only two parcels are affected. A Phase II ESA is recommended prior to redevelopment to determine if site clean-up is needed.
3	Contaminant is known to be present at levels exceeding environmental standards. Includes superfund sites with site management plans.	Six brownfields totaling eight parcels and 16.9 acres have known contamination based on Phase II ESAs. One is a NYSDEC State Superfund site with a record of decision (ROD) that has been remediated, covered, and is subject to a site management plan.

Table 3-13. Brownfields in the Hillside BOA, by suspected level of contamination

No.	Address	Parcel No.	Acres	Notes from 2024 BOA and/or U.S. EPA Brownfields Assessment
Brownfield – 0 Environmental Ranking				
12	182 Water Street 248 Water Street	12-6-4 10-4-3	1.38	Phase I Environmental Site Assessment (ESA) conducted in 2024 indicated a low possibility of contamination on site based on historical data.
14	148 Water Street	19-7-23.1	0.40	
16	134 Grand Street	19-1-25	0.73	
19	133 Broadway	36-6-5	0.21	
Brownfield – 1 Environmental Ranking				

1	35 Broad Street	10-3-2.22	2.59	Phase I ESA conducted in 2024 indicated potential for petroleum products and/or hazardous substances on site based on prior uses and fill conditions. Phase II ESA recommended.
2	207 Water Street Rear 207 Water Street 209 Water Street 215 Water Street Clinton Street Right of Way	12-3-4 12-3-2.1 12-3-3 12-3-1.2 10-3-36	1.81	Phase I ESA conducted in 2024 indicated that prior uses and potential site-wide fill materials may have impacted soil or groundwater conditions. Phase II ESA recommended.
3	110 Grand Street	24-11-8	1.71	A desktop analysis in 2024 indicated the potential for contamination on site based on prior uses and fill conditions. A Phase I ESA is recommended.
4	2 Montgomery Street	24-10-1.2	1.82	A Phase I ESA conducted in 2024 indicated the potential for contamination on site based on prior uses and fill conditions. A Phase II ESA was conducted.*
9	1 Lafayette Street	40-4-1	1.44	A Phase I ESA conducted in 2024 indicated that past industrial uses and fill materials may have impacted soil and groundwater onsite. A Phase II ESA is recommended.
11	1 Clinton Street 2 Clinton Street 272 Water Street 304 Water Street 302 Water Street 310 Water Street	12-6-1.1 10-4-6 10-4-2 10-4-1 10-4-5 9-6-3	7.32	A Phase I ESA conducted in 2024 indicated potential metals, PAHs, and asbestos. Phase II ESA recommended.
13	137 Smith Street 140 Montgomery Street 146 Montgomery Street	12-4-4.1 12-4-10 12-4-2.1	1.14	A Phase I ESA conducted in 2024 indicated potential metals, PAHs, and asbestos. Phase II ESA recommended.
15	Parking lot on Water Street between 4th and 3rd Street	N/A	4.82	A desktop analysis in 2024 indicated possible contamination on site due to prior uses and fill. Phase I ESA recommended.
17	120 Grand Street	24-2-17	0.13	Phase I assessment conducted in 2024 indicated potential metals, PAHs, and asbestos. Phase II ESA recommended.
20	91 Broadway	37-1-1	0.23	Phase I assessment conducted in 2024 indicates potential metals, PAHs, and asbestos. Phase II ESA recommended.

21	2 Washington Street 4 Washington Street 29 S Water Street 2 Front Street	37-4-3 37-4-2 31-5-13.2 31-5-14	7.62 land (2.90 acres water)	Former Railyard. Phase I assessment indicates potential metals, PAHs, asbestos, VOCs, pesticides/herbicides. Phase II ESA recommended.
Brownfield – 2 Environmental Ranking				
10	132 Broadway 136 Broadway 138 Broadway 140 Broadway 142 Broadway 142A Broadway 144 Broadway 146 Broadway 148 Broadway 6 Johnston Street 10 Johnston Street 12 Johnston Street 14 Johnston Street 16 Johnston Street 18 Johnston Street 6 Lander St 8 Lander St 14 Lander St	30-3-24 30-3-25 30-3-26 30-3-27 30-3-28 30-3-29 30-3-30 30-3-31 30-3-32 30-3-33 30-3-34 30-3-35 30-3-36 30-3-27 30-3-38 30-3-23 30-3-22 30-3-21	1.8	A Phase I assessment conducted in 2024 found multiple open and closed petroleum spills associated with 8 Lander Street as well as historical uses and tanks associated with 8 and 14 Lander Street which may have impacted soil and groundwater. Phase II ESA recommended.
Brownfield Sites – 3 Environmental Ranking				
5	81 Water St	24-3-1.1	1.47	Known contamination. Phase I and Phase II ESAs were conducted in 2024. Past uses and subsequent demolition have impacted the surface and subsurface of the site with contamination and potentially unstable fill material that will likely need to be managed prior to redevelopment.
6	1 Water St 57 Water St	24-7-1 24-8-1	1.83	
7	2 Colden St	31-3-3.1	2.66	
8	94 S Water St	37-3-1.1	2.10	
18	10 Chambers St 151 Liberty St	30-5-21.1 30-5-21.2	0.43	Known contamination. 2018 U.S. EPA funded Phase II ESA found metals, VOCs, petroleum products in the soil and groundwater. EPA Registry ID #110070556209.
22	Consolidated Iron and Metal Site 1 Washington St	40-3-3	8.41	Known contamination. NYSDEC Site #336055 State Superfund Class 4 #B00038 ERP. U.S. EPA Superfund National Priorities List site ID #NY0002455756. Contaminated soil and groundwater. Site has a cover and management plan.

Brownfields with known contamination

The vacant **Consolidated Iron and Metal Superfund site** at 1 Washington Street was a car and scrap metal junkyard from the mid-1950s to 1999. Operations on site contaminated the soil with cadmium, lead, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), and metals. VOC contamination was also found in the groundwater. The 2006 U.S. EPA record of decision (ROD) called for the removal of six feet of contaminated soil, which would allow for limited redevelopment in accordance with a site management plan. The U.S. EPA completed remediation activities and placed a cover on site in 2010, but contamination remains. Institutional controls are in place to protect public health. These include an environmental easement and U.S. EPA site reviews every five years. The site owner must also follow a site management plan. The plan restricts excavation and construction activities as well as groundwater usage that could result in the exposure of people or the environment to harmful contaminants. Future uses are restricted to residential, commercial, and industrial use provided the Engineering and Institutional controls and the environmental easement are followed. The site is classified as properly closed, requiring management (NYSDEC Class 4) but no further remedial action (U.S. EPA Class N).

151 Liberty Street was previously a gasoline station until ownership transferred to the City of Newburgh through tax foreclosure. The site is currently vacant. A Phase II ESA completed in July 2018 through the U.S. EPA Targeted Brownfields Assessment (TBA) program found contamination from metals, petroleum products, and VOCs affecting soil and groundwater on site. The site also has four known underground storage tanks (USTs) and ground penetrating radar indicated there may be another three underground structures. The site has been remediated and is awaiting an environmental easement.

Phase II Environmental Site Assessments conducted at four sites on the Hillside in 2024 showed surface and subsurface contamination exceeding environmental standards. Prior to Urban Renewal, **81 Water Street, 57 Water Street, 2 Colden Street,** and **94 S Water Street** were part of a downtown district with commercial and mixed-use buildings. Demolition practices at the time did not follow modern environmental standards. Borings and an analysis of soil samples indicated that historical mixed-use and subsequent building demolition have impacted soil quality and clean-up would be required prior to reuse. Urban Renewal also left urban fill materials throughout the site which may not be suitable for supporting structures, presenting a potential barrier to redevelopment. In November 2024, Safe Harbors of the Hudson, Inc. requested additional funding from the U.S. EPA to complete additional site assessments and prepare Hillside sites for remediation and future development.

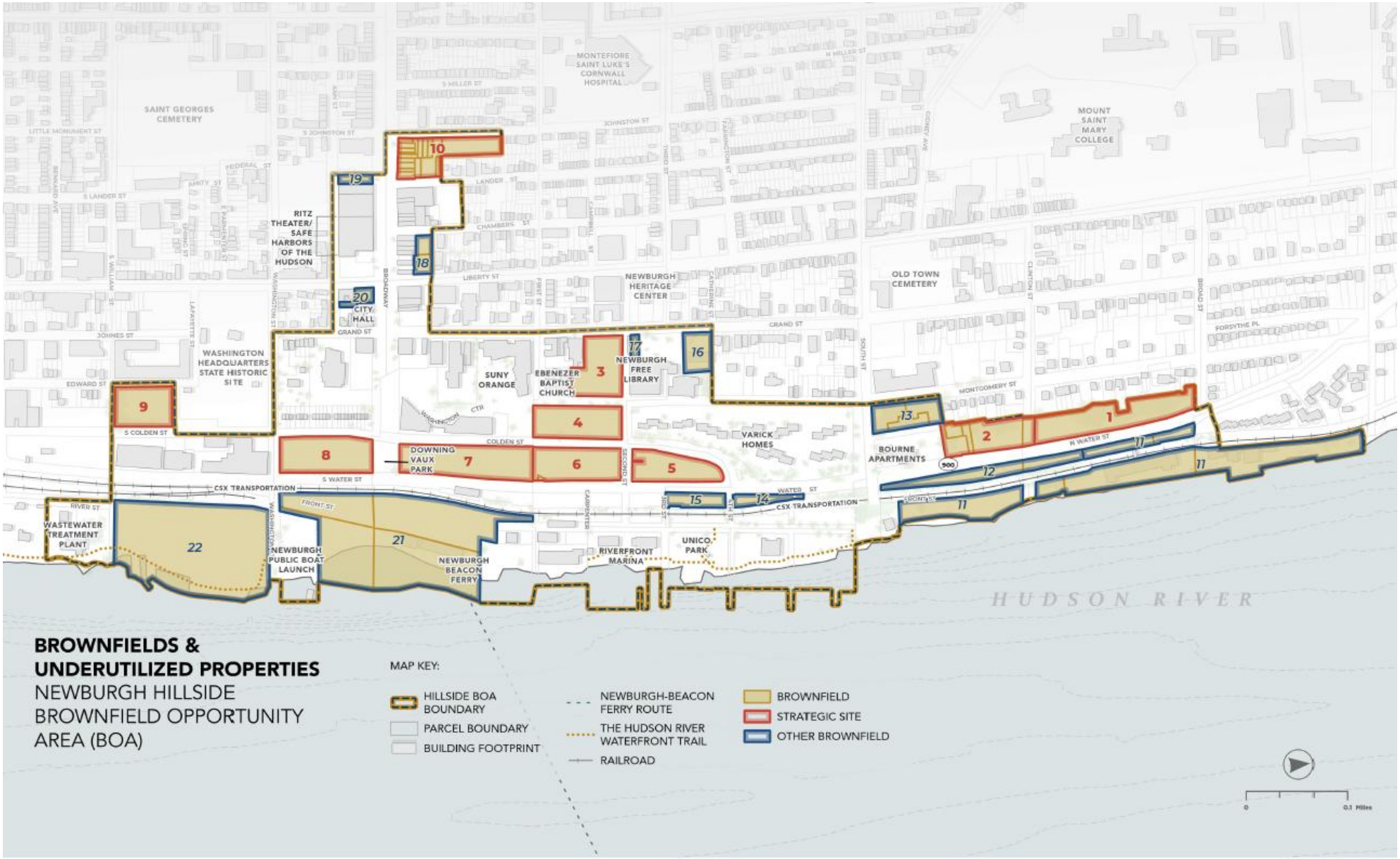
En-Zone Tax Credits

The New York State Department of Labor's State Data Center designates Environmental Zones (En-Zones) in which Brownfield Cleanup Program (BCP) tax credits are enhanced. The most recent five-year American Community Survey from the U.S. Census Bureau is used to designate tracts that meet the En-Zone requirements of either type:

Type A: census tracts with a poverty rate of at least 20 percent and an unemployment rate of at least 125 percent of the New York State unemployment rate, or

Type B: census tracts with a poverty rate of at least double the rate for the county in which the tract is located.

The entire BOA is designated as an En-Zone and a Disadvantaged Community (DAC), which could lead to additional tax credits for these properties if they are accepted into the BCP. Based on the latest ACS 5-year data, the area north of Broadway meets the En-Zone Type A and Type B criteria. South of Broadway, the BOA is a Type B En-Zone.



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Figure 3-16 Brownfields & Underutilized Properties Map, Hillside BOA

Strategic Sites

Following a review of vacant, underutilized, and brownfield properties in the BOA, the city and steering committee identified ten strategic sites for redevelopment. Strategic sites are properties whose redevelopment could serve as a catalyst for area-wide change. The steering committee identified the following sites that met several of the selection criteria listed in Table 3-14.

1. **Hillside North 1**, 35 Broad Street
2. **Hillside North 2**, 215, 209, 207, 207 rear Water Street and the Clinton Street right-of-way
3. **110 Grand Street**, 110 Grand Street
4. Hillside at 2 Montgomery Street, 2 Montgomery Street
5. Hillside and 4th Street, 81 Water Street
6. **Hillside and 2nd Street**, 57 and 1 Water Street
7. Hillside and Broadway North, 2 Colden Street
8. Hillside and Broadway South, 94 South Water Street.
9. **1 Lafayette Street,** 1 Lafayette Street
10. **Mid-Broadway,** 132, 136, 138, 140, 142, 142a, 144, 146, and 148 Broadway; 6, 8, and 14 Lander Street; 6, 10, 12, 14, 16, and 18 Johnston Street.

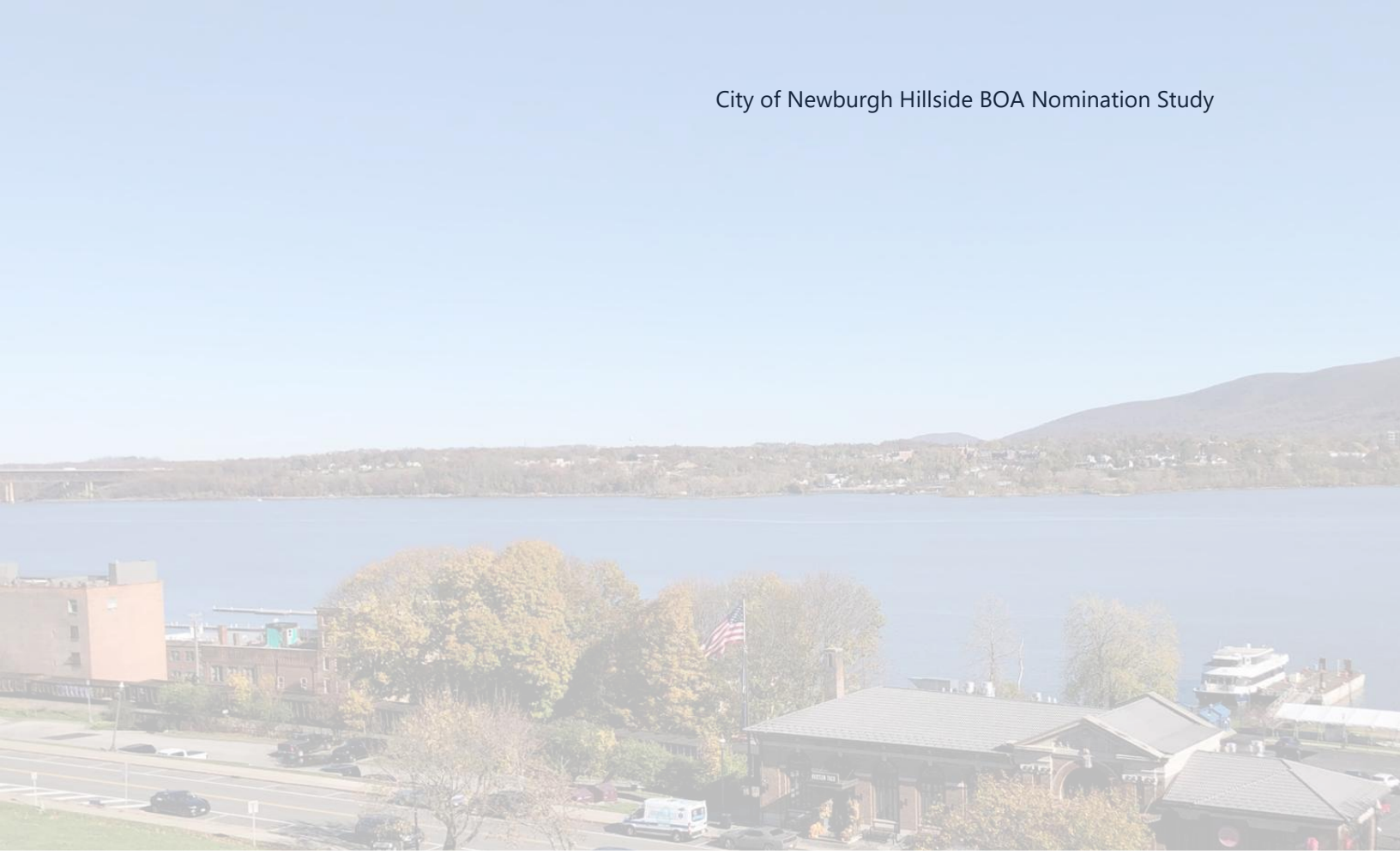
These sites may require additional upfront costs to develop. However, they are in an attractive location and their revitalization could have a significant, positive impact on the Hillside neighborhood and broader Newburgh community. The Strategic Sites comprise 32 parcels and 19.21 acres, or 35% of the total BOA.

Strategic sites are discussed in more detail in Section 4.

Table 3-14. Strategic Site Selection Criteria and Applicable Sites

Selection Criteria	Applicable Strategic Site									
	1	2	3	4	5	6	7	8	9	10
Former Urban Renewal land	✓	✓	✓	✓	✓	✓	✓	✓		
Vacant or underutilized property (e.g., parking)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brownfield which may require additional costs for environmental investigation and/or remediation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Redevelopment or revitalization would have a significant impact on the community	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Redevelopment would promote connectivity between the waterfront and downtown				✓	✓	✓	✓	✓		
High potential to advance the community's vision and goals if redeveloped	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Publicly owned		✓	✓	✓	✓	✓	✓	✓	✓	✓
Highly visible location, on the Broadway Corridor or Hudson Waterfront	✓	✓			✓	✓	✓	✓	✓	✓
Valuable property attractive for redevelopment (e.g., with views of the Hudson River)	✓	✓	✓	✓	✓	✓	✓	✓	✓	

***except 14 Johnston, which is privately owned with a shell building*



Section 4: KEY FINDINGS, RECOMMENDATIONS, AND IMPLEMENTATION STRATEGY

4.1 SUMMARY OF FINDINGS AND RECOMMENDATIONS

Summary of Findings

The findings of the Hillside BOA Inventory and Analysis (Section 3) are summarized herein.

Hillside BOA Redevelopment Potential

The Hillside BOA's natural and geographic setting provides an attractive and highly marketable area for redevelopment. The BOA is the center of Newburgh's waterfront, with 1.5 miles of shoreline and a deepwater port. The sloping terrain provides beautiful, panoramic views of the Hudson River and Hudson Highlands. The redevelopment area is located in a walkable, urban area, between a commercial waterfront and a historic downtown district, near several employers, attractions, and community anchors. The BOA is a few hours north of New York City and well connected by air, water, metro, road, and rail.

The Hillside is appropriate for a variety of residential, commercial, and mixed-use development with the opportunity to pair complementary uses and sites. There is a strong market demand for all housing types, including apartments, affordable housing, and multi-family homes. Commuter patterns suggest there is an opportunity to market a 15-minute neighborhood with jobs, housing, services, and entertainment to workers who commute into Newburgh as well as to current residents who commute to destinations outside of the city for work. A mixed-use, mixed-income district could attract more local employees to move into the city, creating more demand for local services and bolstering the local tax base. The district could also provide more affordable housing for existing residents while creating local service and retail jobs, tapping into a latent retail and hospitality real estate market.

A mixed-use Hillside neighborhood would reconnect Newburgh's downtown to its waterfront, increasing the customer base for businesses in both locations. Prime vacant real estate along the waterfront and Broadway corridor is available to redevelop complementary entertainment, recreational, commercial, and mixed-use. Public infrastructure and utilities are ready to support new development. Publicly owned parks, open space, and rights-of-way provide a framework for future multimodal connections, waterfront gateways, and enhanced recreational amenities for residents and tourists arriving by car, bike, or boat. Plans and policies are also in place as a guide for developers and serve as a foundation for subsequent redevelopment initiatives that align with the community's values and needs.

Hillside BOA Redevelopment Challenges

The Hillside BOA was the epicenter of Newburgh's Urban Renewal, which demolished Newburgh's historic downtown waterfront between 1958 and 1970 and dispossessed entire communities, including many Black, immigrant, and minority residents. Approximately 1,300 buildings were demolished, 10 streets were buried, dozens of businesses were destroyed, and thousands of residents were displaced.

Urban Renewal scarred both the physical landscape and community fabric of Newburgh, with lasting impacts that reverberate today. The median household income in Newburgh is half that of the surrounding region, despite low unemployment and average workforce participation rates. Twenty-seven percent of the population lives below the poverty level, including one in three children. Lower rates of educational attainment further reduce residents' earning potential. The impact on Newburgh's large Black community has been particularly strong, as evidenced by lower rates of homeownership and upward mobility within the community.

Urban Renewal also did lasting damage to Newburgh's environment. Historic and landmark buildings were destroyed, creating over 21 acres of brownfields with known or suspected contamination and potentially unstable demolition fill. The uncertainty and potential costs of redeveloping these sites have further discouraged investment.

Redevelopment in the Hillside BOA will need to consider both the environmental and social harm caused by Urban Renewal and offer opportunities to rebuild the wealth and community that was lost for the next generation.

Other potential redevelopment challenges include:

- The presence of historically and/archaeologically sensitive resources
- Steep slopes, sea level rise, and water resources vulnerable to runoff and combined sewer overflows
- The lack of accessible, multimodal connections between the waterfront and Broadway, including over the CSX railroad
- A housing affordability crisis
- The digital divide for future residents
- Legal challenge in accessing clean-up funds for Urban Renewal lands owned by the city.

Hillside BOA Redevelopment Opportunities

The majority of vacant land in the Hillside BOA is publicly owned, providing more local control over redevelopment decisions and opportunities for creative urban design. Several of these properties could be catalytic for attracting more investment in the BOA. Interest from developers specializing in different types of development is high.

Newburgh's form-based zoning districts provide flexibility for various uses in the Hillside BOA while design standards and site review provisions can protect the area's scenic, cultural, and community assets. The local topography is conducive to denser, multi-story development that preserves scenic views across the district.

The community has been highly engaged in the BOA planning process and in designing recommendations for the area. Prior planning processes provide a strong basis for future master plan concepts. There are strong public and nonprofit partners available to support the city in implementing the recommendations and finding solutions for potential clean-up needs of city-owned sites.

In addition to vacant properties, there are several key buildings available for adaptive reuse as mixed-use properties or future community anchors. These include the Dutch Reformed Church (1835), Regal Bag Building (1844), City Club (1857), 112 Broadway (1900), Kreisel's Furniture Building (1932), and the Newburgh Public Safety Building (1978).

The privately owned sites in the BOA, if admitted into the Brownfield Cleanup Program (BCP), could be eligible for standard BCP tax credits as well as additional tax credits due to the site's location in a BOA, Environmental Zone, and disadvantaged community. Further BCP tax credits may be available for affordable housing developments.[13] These funds could help clean up these properties, enabling their redevelopment.

Newburgh has maintained a young, diverse, and multinational population to support an active and vibrant Hillside neighborhood with a strong sense of place that is uniquely Newburgh.

Planning and Policy Recommendations

Table 4-1 provides all the planning and policy recommendations for the Hillside BOA. All recommendations are intended to build on the Section 3 findings and public input to advance the Vision and Goals defined in Section 1.

Table 4-1 Planning and Policy Recommendations

LAND USE and POLICY
1) Prepare a Comprehensive Hillside Neighborhood Master Plan to Guide Redevelopment of the Hillside This community-led plan will outline the desired redevelopment approach for city-owned Urban Renewal lands. Recommended components of the Hillside Neighborhood Master Plan process include: **a)** **Establish a Community Working Group** to lead the effort that includes Urban Renewal descendants. **b)** **Research national models and case studies** that seek to advance equitable development, to build wealth, and to provide indemnification for Urban Renewal descendants.

[13] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 2025.

Table 4-1 Planning and Policy Recommendations

c) **Formulate a redevelopment model and policy/governance structure** specific to Newburgh and the Hillside area that defines (1) a community benefits plan and fund and (2) a future ownership model of the sites currently owned by the City.

d) **Conduct a needs assessment for the Hillside neighborhood** to identify (1) specific uses that are desired by the community (i.e., community center, grocery store, job centers, senior center, workforce development, small business support, youth activities, etc.) (2) specific housing types that meet the needs of residents and the Newburgh market.

e) **Prepare a Physical Master Plan** that illustrates the desired look and feel of redevelopment for the Hillside, with mixed-use and mixed-income redevelopment that balances community and economic development. The Plan can build on prior research and concepts developed with community input, as appropriate.

f) **Define an implementation strategy** to enact the plan, with support from the Community Working Group.

2) Establish clear mechanisms for community engagement as Hillside redevelopment progresses

a) Ensure **descendent involvement** in redevelopment of Urban Renewal lands going forward.

b) Continue to partner with **religious institutions** for community development in the Hillside neighborhood.

3) Review and update zoning based on detailed master plan results

Update the zoning as needed to implement the master plan described in recommendation 1. The zoning code can help implement the community's vision by setting requirements for density, building design, sustainable design, parking, inclusionary zoning requirements, etc. Consider architectural standards as redevelopment takes place.

4) Incorporate the Waterfront in redevelopment planning

Reconnect the city to its shoreline and ensure the Newburgh Port and waterfront operate as an attractive and functional gateway to the city.

5) Recognize the history and heritage of Urban Renewal as part of the Hillside redevelopment

a) Incorporate public art to recognize the importance of this area of the city (e.g., bronze 'to-scale' sculpture of the Hillside pre-Urban Renewal, informational and visual installations, virtual reality time scopes or viewers that depict the landscape at different times).

b) Explore the possibility of local, state, or federal historic designation that acknowledges the historical impact of Urban Renewal

6) Conduct a Phase 1A Cultural/Archeological Study of the Hillside

Complete a Phase 1A Cultural/Archaeological Study to identify any sensitive historic resources or potential development constraints in order to help prepare the sites for redevelopment. Information from the study can be used to preserve the history of the area and integrate it into future development.

7) Review important viewsheds and incorporate preservation of visual resources

The Newburgh Zoning Ordinance includes provisions to preserve significant scenic views from the Dutch Reformed Church, Washington's Headquarters, The Newburgh Free Library, Broadway and Colden, and Bay View Terrace. As part of the planning process for the Hillside Master Plan, identify any additional viewsheds that could qualify as "providing significant benefits to the residents and

Table 4-1 Planning and Policy Recommendations

visitors of Newburgh and as important parts of Newburgh's cultural heritage" (City of Newburgh, New York Zoning Ordinance Article XI Section 300-87 B(2)).

8) Leverage publicly owned parcels and rights of way to direct development

Use publicly owned parcels and rights of way (56% of BOA), including vacant land (49.2 acres), to model and create development that is in line with the community's vision (e.g., with land transfer or sales agreements, public development, etc.).

9) Partner with SUNY Orange (OCCC) to better integrate the campus into the community

a) Create safe and inviting **physical connections** to the surrounding neighborhood

b) Work with the community to identify **complementary programs** that support local community development (e.g., workforce training, childcare, increased local enrollment)

10) Prepare a reuse feasibility study of the Newburgh Public Safety Building site at 55 Broadway

Explore alternatives for repurposing the 1.9-acre property, which overlooks the Hudson River at the base of Broadway with a use that advances the community's vision for the Hillside and Broadway area. Consider options for relocating the Newburgh Police and Fire Department headquarters to an updated facility.

11) Redevelop parking lot(s) on the Waterfront

- Redevelop the City-owned parking lot on Water Street between Fourth Street and Third Street with a higher-density use suitable for its location at a multimodal gateway location near Unico Park and the Newburgh Landing Dock. As appropriate, work with private property owners on Water Street and Front Street to reduce and consolidate surface parking (e.g., with a parking garage or parking set into the Hillside) and redevelop vacant lots with active uses.

12) Consider methods to incentivize developers to implement as many BOA recommendations as feasible within each project while preserving the City's tax base

ECONOMIC DEVELOPMENT

13) Identify sites that maximize economic development opportunities

Using input from the BOA nomination study and the Hillside Master Plan, identify sites for commercial redevelopment and market-rate real estate 00that will maximize community returns, for example, through increased local jobs, an increased tax base to support local services and affordable residential taxes, and/or increased tourism and visitation to local businesses.

14) Expand local tourism opportunities through the redevelopment of the Hillside

Incorporate uses, attractions, physical connections, and views that will expand tourism at the waterfront and draw visitors into the Hillside district and downtown; build on existing businesses (e.g., restaurants), assets (e.g., local artists and architecture), partnerships (e.g., Orange County Tourism) and planned projects (e.g., Newburgh Landing Dock).

15) Seek grants from New York State to support redevelopment goals

Pursue relevant community development grants from NYS, such as NYS DOS's LWRP EPF funding, BOA Pre-Development grants, and the Smart Growth Community Planning Program, Empire State Development's (ESD) RESTORE New York Initiative and FAST NY program, connecting private developers to Homes and Community Renewal (HCR) housing tax incentives and grants (e.g.,

Table 4-1 Planning and Policy Recommendations

affordable, workforce, middle-income housing), and other grants as they become available such as from the NYS Environmental Bond Act.

16) Identify vocational training and workforce development opportunities

Work with local educational institutions and non-profit and industry partners on workforce development programs for jobs in the shorter-term (e.g., brownfield clean-up, historic preservation, construction) and longer-term (e.g., healthcare, social assistance, hospitality, and food services, trades, and administrative sectors).

17) Incorporate business incubator spaces into the BOA

Incorporate business incubator spaces and programs to support local entrepreneurs and small businesses (e.g., commercial kitchen, incubator market, maker space, STEM center, live/work studios, co-working and pop-up spaces)

18) Integrate small-scale retail to support new growth in Hillside redevelopment

Incorporate spaces for neighborhood retail into new development to support walkable, active districts.

19) Consider small-scale specialty manufacturing opportunities

Consider opportunities to support spaces, partnerships, and local talent that support specialty "Made in Newburgh" manufacturing businesses (e.g., handbags, textiles, soaps, home goods, bicycles)

20) Invest in infrastructure and complete public space improvements to attract new development

Continue to invest in infrastructure (i.e., upgrades to sewer, water, stormwater systems), sidewalk improvements, parks and open spaces, and other public spaces to support future development and public amenities in the Hillside. This type of investment can bring confidence to the private sector who will, in turn, invest in their own projects.

21) Develop sustainable tax incentive policies to encourage development

As private development takes place, the developer may seek tax incentives to help make the project financially viable. For each project, a cost-benefit analysis is typically done to ensure that the financial incentive is viable. Consider developing a tax exemption policy standard for BOA properties to ensure balanced and fair incentive structures.

PARKS, OPEN SPACE, and TRANSPORTATION

22) Expand and augment a wide variety of parks and open spaces within the Hillside and along the waterfront

- **a)** Incorporate neighborhood **parks, courtyards, squares, pocket parks, gardens, and other public spaces** into the Hillside Master Plan.
- **b)** **Improve public access to the waterfront**, including by (1) implementing and connecting to the new deepwater Newburgh Landing Dock (2) evaluating Unico Park for enhancements (3) enhancing public boat launch infrastructure, and (4) utilizing rights of way on the waterfront to increase direct public access to the shoreline.
- **c)** Continue to work with private developers on the waterfront to **integrate publicly accessible greenspace and public access to the water** (per zoning)

Table 4-1 Planning and Policy Recommendations

23) Prepare a Hillside BOA Non-Motorized Connectivity Master Plan

To enhance connections between the waterfront and downtown core:

- **a)** Conduct a **walk-audit** of the Hillside Neighborhood
- **b)** Re-establish linkages and the **old urban form** using some of the former streets and existing rights of way
- **c)** Consider a **landmark, centerpiece connection** extending down from Broadway to the waterfront (e.g., grand pedestrian bridge or stairway, selected through a design competition)
- **d)** Improve **pedestrian connections** to Newburgh Landing Dock and Unico Park (e.g., via Fourth Street and Varrick Homes)
- **e)** Consider mechanical options to assist **people with limited mobility**
- **f)** Improve **pedestrian infrastructure** (e.g., crossings, sidewalks, lighting) in the BOA.
- **g)** Create **bicycle infrastructure** (i.e., dedicated bike lanes, shared-use lanes, bicycle parking, signage)
- **h)** Explore opportunities **for new trail connections and sidewalk improvements**
- **i)** Collaborate with NYSDOT to implement more **traffic calming** on Water Street

24) Expand indoor and outdoor active recreational facilities in the BOA

Support the development of indoor and outdoor recreational facilities for children and adults to provide safe destinations and activities year-round for residents and families.

25) Create a signage and wayfinding program for the Hillside BOA as part of the Master Plan.

Provide pedestrian signage and directional wayfinding with unified branding at gateway locations and along key corridors to guide visitors to attractions and destinations. Consider adding distance in walk time and using an inclusive design to serve diverse, multilingual visitors.

26) Incorporate public art installations and develop an art corridor for enjoyment by residents and visitors

Partner with local artists, organizations, and developers to incorporate public art installations that create a more beautiful, welcoming, and dynamic environment while celebrating Newburgh's history, culture, and community.

27) Prepare a parking plan for waterfront lands.

Create a plan to consolidate parking and improve multimodal circulation for waterfront visitors and nearby residents.

28) Conduct a multiuse corridor study of Broadway

Evaluate the opportunity for a multiuse transport hub on Broadway.

29) Identify and implement connections to regional systems (i.e., Metro North, NJ Transit, Shortline, etc.)

Create better transit connections to major employers to increase access to jobs and improve weekend transit services (e.g., ferry) to support tourism.

Table 4-1 Planning and Policy Recommendations

ENVIRONMENT and INFRASTRUCTURE

30) Conduct a geotechnical analysis of Hillside and other sites with demolition fill

Complete geotechnical surveys of sites with steep slopes and/or demolition fill, including Urban Renewal land, to evaluate site conditions for bearing loads and to understand potential design needs or constraints for rebuilding on these properties.

31) Advance cleanup and redevelopment of publicly owned brownfields and strategic sites

Research strategies and land ownership models that can take advantage of U.S. EPA Brownfield Grants.

For Urban Renewal sites, the City of Newburgh is ineligible to receive U.S. EPA funding for brownfield assessment, cleanup, job training, or technical assistance as the party responsible for the contamination. One solution is to transfer ownership of one or more sites to an eligible government entity, redevelopment agency, community development organization (45D(c)(1), nonprofit organization (501(c)3), or a limited liability partnership or corporation whose sole members or managing/general partners are nonprofit organizations. During the planning process for the Hillside Master Plan (Recommendation 1), the Community Working Group can consider the best ownership model(s) for city-owned Urban Renewal sites in the future.

32) Advance clean up and redevelopment of privately-owned brownfields and strategic sites

Research opportunities through the NYSDEC Brownfield Cleanup Program (BCP) or U.S. EPA Revolving Loan Fund (RLF) grant to advance private sector site cleanup and redevelopment

The BCP offers tax credits to qualifying for-profit entities for brownfield investigation, cleanup, monitoring, and improvements (e.g., new construction on site). The credit value varies depending on factors such as the site's location, level of cleanup (remediation track), and end-use. Participants may be able to combine BCP and other tax credits. These tax credits are from the state and do not impact the local tax base.

RLF grants provide capital to a not-for-profit grant recipient to establish a revolving loan fund that provides loans and subgrants for brownfield cleanup activities on privately-owned sites.

33) Conduct a redevelopment feasibility study for the Consolidated Iron Site

a) As described in the approved Site Management Plan (SMP), the site is restricted to residential, commercial, and industrial uses provided the Engineering and Institutional controls and the environmental easement are followed. Considering the restrictions in SMP, identify a preferred master plan through an alternatives exploration, and prepare a Request for Proposals (RFP) for development.

b) Ensure the site redevelopment creates park/open space and waterfront access for the public.

34) Bury utility lines as sites and corridors are redeveloped.

Burying utility lines would improve views of the Hudson River and historic streetscapes while freeing space for streetscape enhancements and reducing accidents, outages, and maintenance needs associated with above-ground lines.

Table 4-1 Planning and Policy Recommendations

35) Create a consolidated stormwater management plan for the Hillside

- **a)** Incorporate findings into the zoning code, as needed
- **b)** Prepare a Stormwater Pollution Prevention Plan (SWPPP) for the Hillside, which includes the design and construction of stormwater facilities to accommodate the future buildout of the Hillside, so developers are not burdened with the design and implementation of post-construction stormwater management practices and individual SWPPPs.
- **c)** Incorporate green infrastructure and nature-based solutions within stormwater management plans

36) Incorporate Green Infrastructure Design Standards to promote sustainable development across the BOA.

Green Infrastructure (GI) such as tree lawns, street trees, rain gardens, infiltration basins, and living shorelines can often be used in place of conventional "gray infrastructure" (e.g., pipes and concrete drainage basins) for stormwater management. GI can improve resilience to flooding and erosion while providing a range of co-benefits. For example, GI can help to moderate urban temperatures, improve air and water quality, provide habitat, and increase walkability. There are many GI toolkits available from government and non-government sources that provide guidance on how to implement and maintain BGI in different environments.

Incorporate a GI toolkit as part of the Hillside Master Plan to provide design standards and guidance on best practices for built areas and public spaces.

37) Update the 2007 shoreline condition assessment

Review and update the findings of Newburgh's 2007 shoreline condition assessment, as needed, to reflect more recent flood/resilience data and worsening climate change projections. Refer to the latest NYSDEC projections for sea level rise along the Hudson River and related impacts in the coming decades.

38) Consider resilient infrastructure/design upgrades to marinas and docks

Review the NYSDEC climate change projections for Newburgh and consider updating design standards for waterfront structures to increase resilience to flooding, storm surge, higher tides, sea level rise, and more extreme weather. Refer to resilient design and planning resources from sources such as the NYSDOS Office of Planning, Development and Community Infrastructure and the NYSDEC Hudson River Estuary Program.

39) Assess and remediate invasive species and provide native plants and habitat

Vegetation on some vacant sites includes invasive species. As development progresses, work to remove invasive species and choose native trees and plants for new landscape installations. Consider opportunities to incorporate food plants and habitats for native wildlife, including pollinators, birds, migratory birds, and fish.

40) Consider incorporating requirements to minimize light pollution

To preserve the natural beauty and resources of the Hudson Valley, consider incorporating standards for types of lighting and lighting color standards for public and private development in order to minimize light pollution.

4.2 REVITALIZATION OPPORTUNITIES

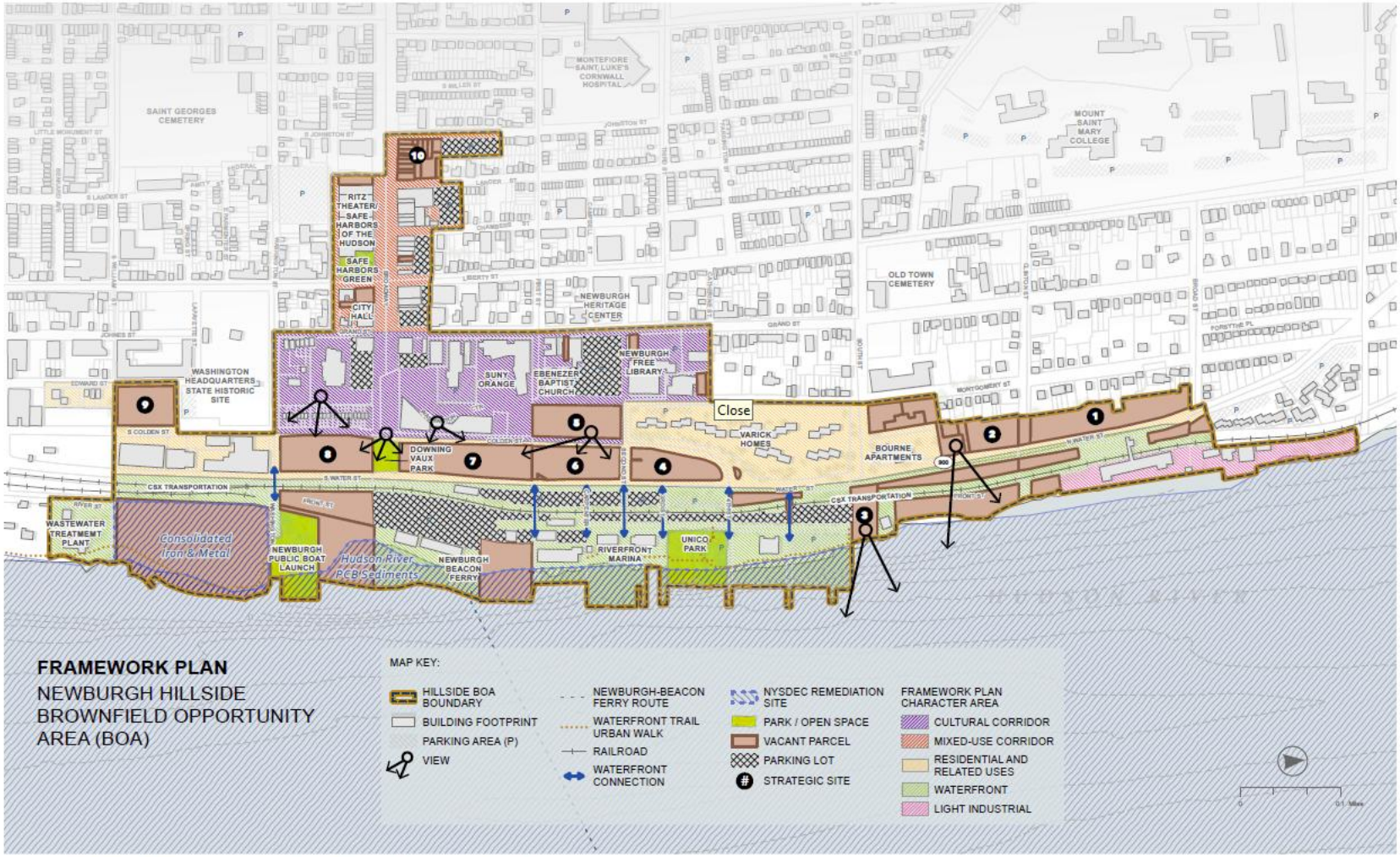
Framework Plan

The Hillside BOA Framework Plan graphically illustrates some of the recommendations in Section 4.1 related to infrastructure and the public realm and how they spatially relate and complement each other. Improving infrastructure and publicly controlled land in the Hillside BOA, including rights-of-way, can help to stimulate investment in strategic sites and the area. The plan builds upon previous studies including the 2007 Leyland Charrette and the 2017 Local Waterfront Revitalization Plan and incorporates findings from the inventory of existing conditions and public input from numerous individual meetings, focus groups, and open houses. The intent is to help set the stage and guide community leaders and private investors on land use, new development, viewshed preservation, and open space improvements. It depicts a Hillside BOA with distinct characteristics that, when transformed, provides the basis for a safe, livable, and vibrant urban community powered by a prosperous economy, multimodal transportation options, and sustainable development practices.

The shaded areas of the Framework Plan depict character areas for Hillside BOA and generally match the zoning districts. Lands along the Hudson River are depicted as waterfront. Moving westerly and up the hill, the Active Mixed-Use character area encompasses what is commonly known as 'The Hillside' or the 'Urban Renewal Lands'. This area was deeply considered during the 2007 Leyland Charrette and envisioned to be redeveloped with a higher level of density that includes multi-story buildings with parking underneath in a walkable environment with parks, plazas, and views of the Hudson River. The concentration of strategic sites in the Hillside also provides an opportunity to implement thoughtful placemaking techniques that celebrate Newburgh's history, architecture, and culture and reconnect the waterfront to downtown. Finally, this character area is where the primary recommendation of this BOA will apply, which is to formulate a redevelopment plan that considers building equity to those who were affected by Urban Renewal.

At the top of the hill is the Cultural Corridor character area. This includes SUNY Orange downtown campus, the Newburgh Free Library, the Heritage Center, and other uses. This area is well suited to integrating cultural and historical aspects to help celebrate Newburgh's past and embrace the present in partnership with SUNY Orange and others. To the north and south of The Hillside, the character area transitions to more residential uses with some supportive uses. The final area is the Broadway Mixed-Use Corridor that runs from City Hall west to Johnston Street. When redeveloped, this character area should be denser and match the existing form and function as currently found on Broadway.

The Framework Plan also presents ideas that should be considered in any future redevelopment plans, including connections to the waterfront, preserving key views of the Hudson River, enhancements of public spaces, and considerations for development within areas with known environmental contamination along the waterfront, including the Consolidated Iron & Metal site.



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

Placeholder, image being updated to match final edits/narrative

Strategic Site Recommendations

Former Urban Renewal Land

The long scar of vacant, Urban Renewal land that stretches across Newburgh's downtown waterfront neighborhood has impeded the community's development for over fifty years. None of the many plans for the Hillside have come to fruition, in part due to the likelihood of contamination on these properties. The Federal Urban Renewal Program demolished hundreds of buildings before modern environmental regulations, leaving basements, building debris, and a myriad of contaminants behind below the surface. The need to rehabilitate former Urban Renewal lands led the city to apply for BOA nomination funding and it remains a primary objective for the proposed Hillside BOA.

Eight out of ten strategic sites are on former Urban Renewal land. They are divided into three groups that represent their different geographies: Hillside North, The Hillside, and Montgomery Street. Where appropriate, similar parcels that could be developed together have been grouped to form one site.

Hillside North Strategic Sites

Setting

Strategic sites one and two comprise the Hillside North sites. Both sites consist of vacant properties on sloping, grass-covered land overlooking the Hudson River. The sites front Water Street near the northern gateway to the waterfront. They are situated at the edge of the North East neighborhood. To the west is a historic residential district with large, single-family style homes. To the east, below grade, is a historic waterfront industrial district with the former Steam Mills / Regal Bag buildings. To the north are modern, single-family style homes and condominiums. To the south are the Bourne Apartments and Varick Homes, high and medium-density apartment buildings built on former Urban Renewal land in the 1950s and 1970s, respectively. Also to the south, within walking distance, is Newburgh's waterfront district, including public parks, restaurants, and the Newburgh-Beacon Ferry. The sites are lined with sidewalks and pedestrian-scale lighting along Water Street.

Prior to Urban Renewal, these sites contained rows of brick flats and wood-frame dwellings that housed local workers, as well as several stores and neighborhood-scale commercial uses, such as a bakery and an auto shop.[14] Buildings were typically three- to four-stories set at the front of the lot. The two sites were separated by Clinton Street, which continued from Montgomery Street to Water Street. Urban Renewal demolished the buildings and buried the

[14] Prior use data sources: Sanborn Fire Insurance Map from Newburgh, Orange County, New York, Sanborn Map Company, 1913-Dec 1950, Library of Congress; Newburgh Heritage Center Urban Renewal photographs, City of Newburgh Archives

terminal block of Clinton Street. A Phase I ESA conducted in 2024 as part of an EPA assessment grant indicated potential contamination on both sites due to past uses and fill materials.

Strategic Site 1: Hillside North 1

| 35 Broad Street

Hillside North 1 is a privately owned, 2.59-acre site zoned Residential Low Density. The site includes the former 247-323 Water Street properties, which were consolidated with properties on Broad Street into a single parcel. The property slopes downward from east to west, with the grade steepening from north to south.

Redevelopment Considerations

- Large parcel on a collector road (i.e., Water Street) in a desirable location with Hudson River views.
- Residential area walkable to jobs, office space, transit, community amenities, and the waterfront gateway district.
- Topography could potentially accommodate multi-story buildings without obstructing existing views. Steep slopes in combination with the soil type (Mardin gravelly silt loam) could present some limitations to development in this area, though the steepest slopes, which are at the back of the lot, could potentially be avoided.
- Zoning: Residential Low Density (RL) traditional zoning district allows for lower density residential uses as well as some community and institutional uses, provided they meet the scale of the neighborhood. Townhomes, parks, open space, and recreational facilities are permitted by right. One-, two-, and three-family dwellings are permitted, subject to site plan review by the City Planning Board. Other allowed uses include community center, school, day-care, accessory home occupations, and accessory bed and breakfasts.
- Site cleanup may be required prior to development. The site was given an environmental ranking of 1 based on potential contamination from petroleum products, hazardous substances, urban fill, and/or construction and demolition fill.
- If admitted into the Brownfield Cleanup Program (BCP), the site could be eligible for standard BCP tax credits as well as additional tax credits due to the site's location in a BOA, Environmental Zone, and disadvantaged community. Further BCP tax credits may be available for affordable housing developments.[15]

Recommended Future Uses

The Framework Plan recommends residential uses, potentially with some neighborhood-scale amenities such as a café or bakery. Given the size, strategic location, and grade of the site, it

[15] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 025.

could be possible to include medium-density housing such as an apartment building, condominiums, or live/work housing, perhaps with on-site amenities. Considering the parcel's location between a historic building and a historic district, an attractive architectural design that complements the character of the neighborhood is recommended.

Medium-density residential development and neighborhood retail would require a zoning change. In order to offer a variety of residential options, the community may choose to limit medium-density residential in this location in favor of other sites. Lower density residential would be more appropriate in this location compared to other strategic sites, given the surrounding uses and the availability of commercial and office spaces directly across Water Street.

Importantly, the uses and residential ownership model may depend on the clean-up needs of the site. If contamination is present, cleaning up the site to an "unrestricted" standard or a "residential standard" that allows single-family homes may be cost-prohibitive. If cleaning up to a residential standard is cost-prohibitive, redevelopment may be restricted to uses that meet the identified clean-up standard and that follow a future site management plan. For example, a "restricted residential" standard generally allows for residential uses such as apartments, townhomes, and condominiums, provided there is common ownership by a managing legal entity. Day-cares, playgrounds, and natural grass areas are also typically allowed by the "restricted residential" use category.[16]

Next Steps

- Collaborate with the property owner on redevelopment that aligns with the community's vision and environmental standards.
- Recommend a Phase II Environmental Site Assessment.

Strategic Site 2: Hillside North 2

207 Water Street, 207 Water Street Rear, 209 Water Street, 215 Water Street, and the Clinton Street right-of-way

The Hillside North 2 strategic site is comprised of five publicly owned parcels covering 1.83 acres: 207 Water Street, 207 Water Street Rear, 209 Water Street, 215 Water Street, and the Clinton Street right of way. The site slopes moderately downward from east to west.

Redevelopment Considerations

[16] DER-10 Technical Guidance for Site Investigation and Remediation (2010), New York State Department of Environmental Conservation NYSDEC Program Policy. Accessed via the NYSDEC Brownfield Cleanup Program website https://dec.ny.gov/environmental-protection/site-cleanup/brownfield-and-state-superfund-programs/brownfield on April 10, 2025.

- Relatively large site on a collector road (i.e., Water Street) in a desirable location with partial Hudson River views.
- Residential area walkable to jobs, office space, transit, the waterfront gateway district, and community amenities, including a school and the Newburgh Free Library.
- Topography provides some separation from the historic Montgomery Street properties and could potentially accommodate multi-story buildings without obstructing existing views. However, steep slopes in combination with the soil type (Mardin gravelly silt loam) could present some limitations to development in this area.
- The property contains a small Informational Wetland and may require further review by the NYSDEC
- Adjacent to a high-density apartment building and low-density single-family style houses.
- Zoning: Residential Low Density (RL) traditional zoning district, which allows for lower density residential uses as well as some neighborhood-scale community and institutional uses. Townhomes, parks, open space, and recreational facilities are permitted by right. One, two, and three family dwellings are permitted, subject to site plan review by the City Planning Board. Other allowed uses include a community center, school, day-care, accessory home occupations, and accessory bed and breakfasts.
- Site cleanup may be required prior to development. The site was given an environmental ranking of 1 based on potential contamination from prior uses and/or construction and demolition fill. As the party responsible for the contamination, the city would not be eligible to receive a U.S EPA Brownfield cleanup grant for the site.
- The site could be eligible for a U.S EPA Brownfield cleanup grant if ownership is transferred to an eligible government, non-profit, or community development entity.[17] If ownership is transferred to a private entity and the site is admitted into the NYSDEC Brownfield Cleanup Program (BCP), the site could be eligible for standard BCP tax credits and additional tax credits due to its location in a BOA, Environmental Zone, and disadvantaged community. Further BCP tax credits may be available for affordable housing.[18]

Recommended Future Uses

The Framework Plan recommends residential uses, potentially with some neighborhood-scale amenities. The parcel with the wetland could be reserved as community green space. Given the location and grade of the site, medium-density housing (e.g., apartment building, condominiums) or mixed-use residential with neighborhood retail could be feasible but would

[17] Brownfield Grants and Funding Eligibility, United States Environmental Protection Agency, accessed from https://www.epa.gov/brownfields/eligibility on April 10, 2025.

[18] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 025.

require a zoning change. Considering the site's position at a gateway location, an attractive architectural design is recommended.

The site's clean-up needs may impact future uses and owners. If significant contamination is present, the city could transfer ownership to another public, non-profit, or private entity that could be eligible to receive grants or tax credits to defer the cost of remediation. If cleaning up to a "unrestricted" or "residential standard" proves cost-prohibitive, redevelopment may be restricted to uses that meet the identified clean-up standard and follow a future site management plan. For example, a "restricted residential" standard generally allows for residential uses such as apartments, townhomes, and condominiums, provided there is common ownership by a managing legal entity. Daycares, playgrounds, picnic areas, and natural grass areas are also typically allowed by the "restricted residential" use category.[19]

Next Steps

- Complete a Phase II Environmental Site Assessment.
- Prepare a comprehensive Hillside neighborhood master plan.
- Determine the specific uses and ownership model for the site based on the master plan.
- Conduct a geotechnical investigation to evaluate site conditions for bearing loads.

The Hillside Strategic Sites

Hillside and 4th Street, Hillside and 2nd Street, Hillside and Broadway North, Hillside and Broadway South (Strategic Sites 5-8)

| 81 Water Street; 57 and 1 Water Street; 2 Colden St; 94 South Water Street

Setting

Strategic sites five through eight are vacant, grass-covered properties totaling 8.06 acres. Known locally as The Hillside, the sites are situated between Colden and Water Street on steeply sloping land with beautiful, open views of the Hudson River. They belong to the East End neighborhood in the Waterfront Gateway between Newburgh's downtown to the west, and waterfront district to the east. The properties are a short walk to businesses, restaurants, public parks, waterfront amenities, community services, transit stops, the Newburgh-Beacon Ferry, the Newburgh Free Library, SUNY Orange, and regional adult education centers. To the north are residential neighborhoods. To the south is a mix of uses, including Washington's Headquarters State Historic Site. The sites are ringed with sidewalks and pedestrian-scale lighting along Water, Colden, Second, and Washington Streets. The Hillside sites are one block

[19] DER-10 Technical Guidance for Site Investigation and Remediation (2010), New York State Department of Environmental Conservation NYSDEC Program Policy. Accessed via the NYSDEC Brownfield Cleanup Program website https://dec.ny.gov/environmental-protection/site-cleanup/brownfield-and-state-superfund-programs/brownfield on April 10, 2025.

east of the East End Historic District. Strategic sites five and six are also one block east of the Montgomery-Grand-Liberty Streets Historic District.

All four sites are owned by the City of Newburgh and belong to the Waterfront Gateway zoning district.

Prior to Urban Renewal, the Hillside parcels contained a dense downtown district with multi-story residential, commercial, and mixed-use buildings. The district connected Newburgh's waterfront to commercial corridors on Broadway, Liberty, and Grand Street. Third Street, First Street, and North Colden Streets transected the district, terminating at Water Street.

The Hillside sites have an environmental ranking of 3, indicating contaminants are known to be present at levels exceeding environmental standards. A Phase II ESA was conducted on each of the Hillside sites in 2024 as part of a USEPA assessment grant. The assessments found that past mixed-uses and subsequent building demolition have impacted the surface and subsurface soil of the sites with contamination that will likely need to be managed prior to redevelopment. In addition, the investigation identified urban fill materials throughout the sites that are potentially unsuitable to support structures.

<u>Redevelopment Considerations for The Hillside Sites</u>

- Large parcels on a collector road (i.e., Water Street) in a central and highly desirable location with unobstructed Hudson River views.
- Potential opportunity to develop each parcel with a variety of uses, for a variety of users, and in tandem with adjacent vacant sites.
- Access to existing municipal utilities, including newly updated sewer infrastructure.
- Mix of uses nearby. Walkable to downtown and the waterfront, including jobs, offices, transit, community amenities and services, entertainment, restaurants, and popular visitor attractions.
- Historically, the sites supported three- to five-story buildings. Multi-story buildings with parking underneath could potentially be accommodated once again while preserving some existing views.
- Zoning: Waterfront Gateway (WG) is a form-based district intended for three- to eight-story, dense, mixed-use development with civic anchors. The district permits mixed-use and most residential, institutional, and commercial uses, subject to design standards and site review. Industrial and larger scale uses (e.g., hospitals, shopping centers) are not permitted. The code includes provisions for preserving significant upland scenic views.
- The sites contain surface and subsurface contamination that will likely need to be managed prior to redevelopment. The intended use will impact the required level of cleanup. The city is ineligible to receive cleanup funding as the party responsible for the contamination.

- If ownership is transferred to an eligible government, non-profit, or community development entity, these sites could qualify for U.S EPA Brownfield cleanup grants. If ownership is transferred to a private entity, these sites may be eligible for brownfield tax credits through the NYSDEC Brownfield Cleanup Program (BCP). If admitted into the BCP, each site could be eligible for standard BCP tax credits as well as additional tax credits due to the sites' location in a BOA, an Environmental Zone, and a disadvantaged community. Further BCP tax credits may be available for affordable housing developments.[20]
- Due to the history of these sites and the harm caused by Urban Renewal, redevelopment that aligns with the community's vision, goals, and needs is especially important for success.

Recommended Future Uses for the Hillside Sites

As described in Section 1, the community envisions a walkable, mixed-use downtown district. Medium- to high-density development is recommended, with multi-story buildings interspersed with plazas and parks where people can gather, recreate, dine, and enjoy the view. There is demand for a variety of housing types for residents of different ages, income levels, and backgrounds, including affordable and market-rate apartments and owner-occupied housing. The Hillside sites are strategically located for commercial uses, including businesses that serve local markets as well as those serving local and waterfront visitors. The large size of the sites provides an opportunity to implement thoughtful placemaking techniques that celebrate Newburgh's history, architecture, and culture and reconnect the waterfront to downtown.

Mixed-use development with rare Hudson River views has the potential to invite a diversity of people and attractions (e.g., art, entertainment, educational, recreational, and culinary), creating a vibrant Hillside district that supports the community's goals of equity, unity, pride, and growth.

The clean-up and geotechnical needs of the sites may impact future uses and owners. If needed, the city could transfer ownership to another public, non-profit, or private entity eligible to receive grants or tax credits to defer the cost of remediation. Redevelopment may be restricted to uses that meet the identified clean-up standard and follow a future site management plan. For example, a "restricted residential" standard generally allows for most

[20] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 2025.

commercial and recreational uses, but any residential use must be under common ownership by a managing legal entity (e.g., apartments, townhomes, and condominium building).[21]

Next Steps for the Hillside Sites

- Finalize site remediation plans
- Conduct a geotechnical investigation to evaluate site conditions for bearing loads
- Prepare a comprehensive Hillside neighborhood master plan
- Determine the specific uses and ownership model for the sites based on the master plan

Site-specific Information

Strategic Site 5: Hillside and 4th Street

| 81 Water Street

Hillside and 4th Street is a single, vacant 1.47-acre parcel. It is situated between the Varick Homes apartments, the waterfront, and vacant Hillside land to the south. Prior to Urban Renewal, the site was bisected by Third Street and contained over four dozen parcels across two city blocks, including 59-115 Water Street, 40-50 Second Street, 44-52 Third Street, the 30 block of Fourth Street, and 38-80 Smith Street. The site was densely developed with three- and four-story brick row buildings. There was a mix of homes, offices, clubs, and small-scale manufacturing, as well as neighborhood retail and community services such as pharmacies, banks, and bakeries. Stores lined Water Street, while townhomes and offices were concentrated along Smith Street (now Colden Street in this location).

Hillside and 4th Street is within steps of a residential neighborhood, a public waterfront park, the Newburgh Landing Dock, and a library. This location may be particularly attractive for neighborhood retail, uses that serve families, and gateway connections for Hudson River visitors. The zoning code includes provisions for preserving the view from the Newburgh Free Library.

Strategic Site 6: Hillside and 2nd Street

| 57 and 1 Water Street

Hillside and 2nd Street consists of 57 Water Street (1.81 acres) and 1 Water Street (0.02 acres). The site is bounded by Second Street, Water Street, and Colden Street (formerly

[21] DER-10 Technical Guidance for Site Investigation and Remediation (2010), New York State Department of Environmental Conservation NYSDEC Program Policy. Accessed via the NYSDEC Brownfield Cleanup Program website https://dec.ny.gov/environmental-protection/site-cleanup/brownfield-and-state-superfund-programs/brownfield on April 10, 2025.

Smith Street on this block). The southern parcel boundaries follow the former path of First Street, which is now buried. 1 Water Street was formerly Clinton Square, a triangular plaza at the base of the original Colden Street, which traversed the Hillside diagonally up to Broadway. There is vacant land to the north, west, and south, and the waterfront district is to the east.

Prior to Urban Renewal, the site contained approximately fifty parcels, including 1-57 Water Street, 39-51 Second Street, 2-36 Smith Street, and the 50 block of First Street. The site was densely developed with three- to five-story brick and wood row buildings. There was a mix of residential and commercial, with some restaurants, offices, and shops selling a variety of goods. Storefronts lined Water Street, while Smith Street (now Colden Street) was primarily residential with interior yards.

The site has other vacant strategic sites on three sides. It is located between cultural and institutional uses to the west and the waterfront district to the east, including restaurants, a private marina, and the connection to the Ferry. This location may be particularly attractive for mixed-use development. The zoning code includes provisions for preserving the view from the Newburgh Free Library.

Strategic Site 7: Hillside and Broadway North

| 2 Colden Street

The Hillside and Broadway North strategic site is a 2.66-acre parcel between SUNY Orange and the waterfront with vacant land to the north and south. It is directly across from the only existing development on the west side of Water Street: the former train station which houses two restaurants. The site is bounded by South Water Street, Colden Street, and Downing Vaux Park, a green space with stairs at the foot of Broadway. The northern parcel boundary follows the former path of First Street, which is now buried.

Prior to Urban Renewal, Colden Street ran diagonally across this site from the bottom of Broadway to Clinton Square at 1 Water Street, offering a gentler grade for shoppers and wagons. High Street ran parallel to Colden Street one block west, in the approximate location of the Washington Center walkway on the SUNY Orange campus today. This site contained the Colden and Water Street block, Colden Street, and the northeast corner of the Colden and High Street block. There were approximately 75 parcels on the site, including 2-66 South Water Street, 1-71 Colden Street, and a portion of 2-24 Colden Street.

The site was densely developed with three- to four-story brick row buildings. Most were commercial buildings with some residential on the upper floors. Historic uses included retail shops, hotels, restaurants, and small-scale manufacturing.

This location may be particularly attractive for mixed-use development that connects the waterfront district to the Broadway corridor. Existing adjacent restaurants offer an opportunity for complementary, pedestrian-friendly development on Water Street. The zoning code includes provisions for preserving the view from Broadway and Colden Street.

Strategic Site 8: Hillside and Broadway South

| 94 South Water Street

The Hillside and Broadway South strategic site is a 2.1-acre vacant parcel. The site is bounded by South Water Street, Washington Street, Washington Place, and Downing Vaux Park, a green space with stairs at the foot of Broadway. The site is at the edge of a former industrial area with a mix of uses. To the west are row homes along Washington Place, 55 Broadway (a key building), the Broadway corridor, and a downtown neighborhood. To the east are open and underutilized spaces in the waterfront district, as well as connections to the public boat launch and Newburgh Ferry. To the south are legacy industrial and commercial uses, residential adaptive reuse, a brewery, and Washington's Headquarters State Historic Site.

Prior to Urban Renewal, the site contained approximately thirty parcels, including 68-98 South Water Street, and 1-15 South Colden/Washington Place. The bottom third of the parcel was vacant, with a cross street called Little Ann Street. The site was developed with three- to four-story brick row buildings with internal open yard space. Most were townhomes with some apartments and rooming houses. South Water Street also included some stores, a bar, and a handbag manufacturing facility.

This location may be particularly attractive for mixed-use development that connects the waterfront to surrounding districts for tourists, commuters, and residents. The zoning code includes provisions for preserving the view from Washington's Headquarters and from Broadway and Colden Street. There is a potential opportunity to redevelop the site and adjacent, underutilized properties with complementary uses. Public input for the adjacent waterfront sites (brownfields 21 and 22) proposed adding a waterfront entertainment area with outdoor performance spaces, family amusements, green spaces, and activities for all ages.

Montgomery Street Strategic Sites

Setting

110 Grand Street (strategic site 3) and 2 Montgomery Street (strategic site 4) are located west of The Hillside on either side of Montgomery Street. They are a short walk from Broadway and the waterfront, including the Newburgh Landing Dock. Both sites are owned by the City of Newburgh.

Strategic sites three and four are within a cultural corridor that features a variety of academic facilities, historic sites and churches, and community services. These include, from north to south, the Dutch Reformed Church, the Newburgh Free Library, the Heritage Center, the City Club, Ebenezer Baptist Church, SUNY Orange, Hudson Valley Regional Adult Education Network, (RAEN), and Orange-Ulster BOCES Adult Learning Center. These landmark properties are within the Montgomery-Grand-Liberty Streets Historic District and/or the East End Historic District. Views from some of these sites are protected by the City's zoning code.

Strategic Site 4: 2 Montgomery Street

Setting

The 2 Montgomery strategic site is a 1.82-acre vacant property between strategic sites three and five. The property has a moderately steep slope with clear views of the Hudson River. The site is above the Hillside, below Ebenezer Baptist Church and 110 Grand Street, and on the same plane as Hudson Valley RAEN/Orange-Ulster BOCES and Varick Homes. Sidewalks and shade trees line Montgomery Street and Colden Street, with pedestrian lighting on Colden. The northern parcel boundary is Second Street, and the southern parcel boundary is the former location of First Street, which is now buried.

Prior to Urban Renewal, the site contained approximately fifteen parcels, including 2 – 40 Montgomery Street. The land occupied by these parcels is included in the Montgomery-Grand-Liberty Streets Historic District. The site was historically developed with two- and three-story brick and wood frame buildings. The majority were residential row buildings, with some offices and the "old post office" (Newburgh Federal Building) on the northwest corner. High Street ran diagonally from the northeast corner of the parcel to the midblock of First Street. Remnants of High Street and its retaining wall are visible today. On the southeast corner was a parking lot off Smith Street (now Colden Street).[22]

A Phase I ESA conducted in 2024 indicated potential contamination. The results of a subsequent Phase II ESA were pending in 2025.

Redevelopment Considerations

- Large parcel with Hudson River views between two other vacant strategic sites.
- Topography could potentially accommodate multi-story building(s) and underground parking without obstructing existing views.
- Located next to educational and research facilities.
- Adjacent to a historic district. A fraction of the site is in the Montgomery-Grand-Liberty Streets Historic District, but it is not within the Historic District zoning overlay.
- Neighbor to quieter residential and religious uses.

[22] This triangular parking lot area is sometimes mistaken for the former Clinton Square, which was located at modern-day 1 Water Street.

- Walkable to the waterfront, the Broadway Corridor, and transit connections.
- Zoning: Waterfront Gateway (WG), a form-based district intended for three- to eight-story, dense, mixed-use development with civic anchors. The district permits mixed-use and most residential, institutional, and commercial uses, subject to design standards and site review. Industrial and larger scale uses (e.g., hospitals, shopping centers) are not permitted. The code includes provisions for preserving significant upland scenic views, including from the Newburgh Free Library.
- Site cleanup may be required prior to development. The site was given an environmental ranking of 1 based on potential contamination from prior uses and demolition fill.
- The city would be ineligible to receive cleanup funding as the party responsible for the contamination. However, if ownership is transferred to an eligible government, non-profit, or community development entity, the site could qualify for U.S EPA Brownfield cleanup grants. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC Brownfield Cleanup Program (BCP). If admitted into the BCP, the site could be eligible for standard BCP tax credits as well as additional tax credits due to the site's location in a BOA, an Environmental Zone, and a disadvantaged community. Further BCP tax credits may be available for affordable housing developments.[23]

Recommended Future Uses

2 Montgomery Street is attractive for community services, mixed-use development, and/or recreational uses that can take advantage of the property's Hudson River views. The Framework Plan recommends uses consistent with the site's location in a "cultural corridor." For example, during outreach activities, the public expressed interest in adding cultural and educational attractions in the BOA, such as museums, an Urban Renewal history center, or a science center. If feasible, the site is appropriate for dense, multi-story development with parking underneath and activity compatible with neighboring residential and institutional uses. There is a potential opportunity to redevelop the site and adjacent strategic sites in tandem and/or with complementary uses.

The site may have clean-up and geotechnical needs that impact future uses and owners. The city may choose to transfer ownership to another public, non-profit, or private entity that could be eligible to receive grants or tax credits to defer the cost of remediation. Redevelopment may be restricted to uses that meet the identified clean-up standard and follow a future site management plan. For example, a "restricted residential" standard would

[23] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 025.

only permit residential uses with common ownership by a managing legal entity. The clean-up standard for residential uses is higher than non-residential uses.[24]

Next Steps

- Draft a site remediation plan, if needed, based on the results of the Phase II ESA
- Conduct a geotechnical investigation to evaluate site conditions for bearing loads
- Prepare a comprehensive Hillside neighborhood master plan
- Determine the specific uses and ownership model for the site based on the master plan

Strategic Site 3: 110 Grand Street

Setting

110 Grand Street is a 1.71-acre parking lot with a beautiful view of the Hudson River. The property is level along Grand Street and where it abuts Ebenezer Baptist Church. The terrain slopes downward from south to north and west to east. The parking lot is within the Montgomery-Grand-Liberty Streets Historic District, the East End Historic District, and the Historic District zoning overlay district. Neighboring properties include the former City Club, several historic churches, and the Heritage Center. As noted above, there are also several educational facilities nearby. Narrow sidewalks along a concrete wall on Montgomery and Second Street give way to wider, slate sidewalks with shade trees on Grand Street.

Prior to Urban Renewal, the site contained approximately 25 parcels, including 19-37 Montgomery Street, 65-83 Second Street, and 104-118 Grand Street. The site had a mix of buildings styles and uses, including row and detached, brick and wood frame, and residential and commercial structures. There were several stores, offices, and a church, with open spaces in the interior of the block. Buildings were two to three stories high.

A desktop analysis conducted in 2024 indicated the potential for contamination on site based on prior uses and/or construction and demolition fill.

Redevelopment Considerations

- Large parcel with Hudson River views on the Grand Street commercial corridor, adjacent to another vacant strategic site.
- Walkable to the waterfront, the Broadway Corridor, and transit connections.
- Topography could potentially accommodate a multi-story building(s) with a level for parking without obstructing existing, protected views.

[24] DER-10 Technical Guidance for Site Investigation and Remediation (2010), New York State Department of Environmental Conservation NYSDEC Program Policy. Accessed via the NYSDEC Brownfield Cleanup Program website https://dec.ny.gov/environmental-protection/site-cleanup/brownfield-and-state-superfund-programs/brownfield on April 10, 2025.

- Located next to educational, research, and workforce development facilities. Neighbor to quieter residential and religious uses.
- Within two historic districts.
- Zoning: Downtown Neighborhood (DN) and East End Historic (EEH) District Overlay. DN is a form-based district intended, in this location, to protect the quality of the Grand Street Heritage Corridor. The code specifies that new infill development shall be two- to six-stories and respect the pattern and scale of existing urban development. The code includes provisions for preserving significant upland scenic views, including from the Newburgh Free Library. In addition, development in the EEH District Overlay requires a certificate of appropriateness from the City of Newburgh Architectural Review Commission, which shall be guided by the East End Historic District Guidelines. The DN district permits mixed-use and most residential, institutional, and commercial uses, subject to design standards and, in some cases, site review.
- Site cleanup may be required prior to development. The site was given an environmental ranking of 1 based on potential contamination from prior uses and demolition fill.
- The city would be ineligible to receive cleanup funding as the party responsible for the contamination. However, if ownership is transferred to an eligible government, non-profit, or community development entity, the site could qualify for U.S EPA Brownfield cleanup grants. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC Brownfield Cleanup Program (BCP). If admitted into the BCP, the site could be eligible for standard BCP tax credits as well as additional tax credits due to the sites' location in a BOA, an Environmental Zone, and a disadvantaged community. Further BCP tax credits may be available for affordable housing developments.[25]

Recommended Future Uses

The Framework Plan recommends prioritizing development consistent with the site's location in a "cultural corridor." Given the surrounding uses, this site may be suitable for a larger-scale building community service uses including civic, cultural, or institutional uses. During outreach activities, the public expressed interest in adding attractions in the BOA such as museums, an Urban Renewal history center, a youth center with educational and recreational programming, workforce development/incubators, and a hotel/conference center. The site could also be suitable for mixed-use or commercial uses.

The grade may offer an opportunity for a creative architectural design that provides both form and function, for example, with subsurface parking and scenic rooftop views. There is a

[25] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 025.

potential opportunity to redevelop the site and adjacent strategic site in tandem and/or with complementary uses.

The site may have clean-up and geotechnical needs that impact future uses and owners. The city may choose to transfer ownership to another public, non-profit, or private entity that could be eligible to receive grants or tax credits to defer the cost of remediation. Redevelopment may be restricted to uses that meet the identified clean-up standard and follow a future site management plan.

Next Steps

- Complete a Phase I ESA to evaluate site conditions.
- If necessary, complete a Phase II ESA and a site remediation plan.
- Prepare a comprehensive Hillside neighborhood master plan.
- Determine the proposed uses and ownership model for the site based on the master plan.
- Conduct a geotechnical investigation to evaluate site conditions for bearing loads before redevelopment.

Non-Urban Renewal Land

Strategic Site 9: 1 Lafayette Street

Setting

1 Lafayette Street is a 1.44-acre paved asphalt lot with a fence and trees bordering the southern and eastern sides. The property slopes gently toward the water with a view of the Hudson River. The site is owned by the public New York-New Jersey Palisades Interstate Park Commission which was created to protect and conserve natural lands, parks, and historic sites in the Palisades. The site is adjacent to the Washington's Headquarters State Historic Site but is not itself a historic or park site. The Sanborn Fire Insurance maps indicate there were few structures on the site between 1884 and 1950. The northern third of the property, which neighbors the historic site, is within the East End Historic District.

1 Lafayette Street is in a former industrial area which features a mix of uses and some vacant lots. Other adjacent uses include the Foundry apartments (adaptive reuse), multi-family townhomes, and ABC Supply Company. Several industrial uses remain in the vicinity, including along the waterfront. The property is a short walk to the mixed-use Liberty Street commercial corridor and open space on the Waterfront.

Redevelopment Considerations

- Large parcel with Hudson River views next to a landmark historic site and new adaptive reuse development.

- Area with a wide variety of uses walkable to jobs, residential neighborhoods, the Broadway and Liberty Commercial corridors, and the waterfront.
- Multi-story buildings may be possible without obscuring protected views.
- Zoning: Downtown Neighborhood (DN) and EEH District Overlay.
  DN is a form-based district intended to protect the quality of downtown neighborhoods. The district permits mixed-use and most residential, institutional, and commercial uses, subject to design standards and, in some cases, site review. New infill development shall respect the pattern and scale of existing urban development. Buildings can be two- to six-stories, but views from the Washington's Headquarters State Historic Site must be preserved. In addition, development for the portion of the site in the EEH Overlay Historic Overlay requires a certificate of appropriateness from the City of Newburgh Architectural Review Commission, which shall be guided by the East End Historic District Guidelines.
- Site cleanup may be required prior to development. The site was given an environmental ranking of 1 based on a Phase 1 ESA that indicated the potential for contamination from prior industrial uses and fill materials.
- The site may be eligible for a U.S. EPA Brownfield cleanup grant. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC Brownfield Cleanup Program (BCP). If admitted into the BCP, the site could be eligible for standard BCP tax credits as well as additional tax credits due to the sites' location in a BOA, an Environmental Zone, and a disadvantaged community. Further BCP tax credits may be available for affordable housing developments.[26]

Recommended Future Uses

The Framework Plan recommends residential and related uses for properties overlooking the Hudson River. The location of 1 Lafayette Street near a historic site, residential adaptive reuse, and mixed-use commercial areas make it attractive for additional residential uses, community services, and mixed-use with neighborhood commercial services. Given developer interest in high-density residential properties in this area, the property owner may also consider redeveloping the site as a community park or recreation area.

Potential Next Steps

- Prepare a comprehensive Hillside neighborhood master plan
- Work collaboratively with the property owner on redevelopment
- Property owner completes a Phase II ESA and, if needed, a site remediation plan

[26] Brownfield redevelopment tax credit rate structure, NYS Department of Taxation and Finance, accessed from https://www.tax.ny.gov/research/stats/statistics/special_interest_reports/brownfield_credit/brtc-rate-structure.htm on April 10, 2025.

Strategic Site 10: Mid-Broadway

132, 136, 138, 140, 142, 142A, 144. 146, and 148 Broadway
6, 10 ,12, 14, 16, and 18 Johnston Street
6, 8, and 14 Lander Street

Setting

The Mid-Broadway strategic site is a vacant block and rear paved lot on the Broadway commercial corridor that is comprised of 18 adjacent parcels totaling 1.8 acres. The southern portion is grassed and covers one block of Broadway, with three parcels fronting Lander Street and five parcels extending down Johnston Street. The northern portion is a 0.7-acre paved lot surrounded by a fence at 18 Johnston Street. The only structure is a three-story commercial shell building on 14 Johnston Street. That property is privately owned, and the remainder are owned by the City of Newburgh.

Mid-Broadway is within a mixed-use commercial district, with a residential neighborhood to the north and several community service uses nearby. The site is adjacent to homes, businesses, the Orange County Department of Motor Vehicles, neighborhood churches, and the New York State Armory building, a nationally registered historic place with county offices. Montefiore St. Luke's Cornwall Hospital is steps away.

Historic uses of the site include stores, saloons, three-story brick flats and row houses and an automobile sales and service shop at 8-12 Lander (now 8 Lander). 18 Lander has been a vacant lot since at least the mid-1990s. The buildings on the southern portion of the site were demolished in the early 2000s, and city workers have reported unstable ground conditions on these parcels.A Phase I ESA found the potential for soil and groundwater contamination from spills, tanks, and prior uses associated with 8 and 14 Lander Street.

Redevelopment Considerations

- Large area that is largely owned by the City of Newburgh on the Broadway commercial corridor for new, infill development.
- Walkable to jobs, restaurants, a hospital, community services and institutions, and the waterfront.
- Zoning: The site is split between the Broadway Corridor and the Downtown Neighborhood form-based zoning districts. Permitted uses are subject to design standards and, in some cases, site review. The entire site is within the EEH District Overlay.
    - The Broadway parcels are zoned Broadway Corridor, a form-based district intended to promote a vibrant, pedestrian-oriented, mixed-use district with three-to five-story buildings. A "Main Street" "Shopfront" design is preferred for new development, with ground floor retail and commercial or residential on the upper floors. Higher density residential and almost all commercial and

institutional uses are permitted. One- and Two family residential is not permitted.
    - The Johnston and Lander parcels are zoned Downtown Neighborhood, a form-based district intended to protect the quality of downtown residential neighborhoods. The district permits mixed-use and most residential, institutional, and commercial uses. New infill development shall respect the pattern and scale of existing urban development. Rowhouses and compact detached houses can be two- to four stories high. Commercial development can be three- to six stories high.
    - Development on all parcels requires a certificate of appropriateness from the City of Newburgh Architectural Review Commission, which shall be guided by the East End Historic District Guidelines.
- Site cleanup may be required prior to development. The site was given an environmental ranking of 2 based on a Phase 1 ESA that found open and closed petroleum spills on site. The site may be eligible for a U.S EPA Brownfield cleanup grant.

Recommended Future Uses

Potential future uses include mixed-use, commercial, and residential consistent with the zoning for these parcels. The site offers a rare opportunity for new infill development on the Broadway corridor. The location near employers, healthcare services, and downtown amenities could make it attractive for workforce housing, restaurants, and health services (e.g., professional offices, pharmacy). New development could be higher density to be consistent with other uses along Broadway and could include mixed-use buildings with retail on the ground floor and residential above. The site could be a potential location for mixed-use with public services relocated from 55 Broadway, or for community services such as a grocery store.

Potential Next Steps

- Continue to pursue funding opportunities to assess and, if needed, clean up the property for redevelopment.
- Prepare a Phase II ESA and, if needed, a site remediation plan
- A geotechnical analysis may be needed to evaluate site conditions for bearing loads.
- Work collaboratively with the property owner of 14 Johnston Street on redevelopment
- Prepare a conceptual site plan to illustrate development opportunities and to market to the private sector.

Site Assessment Candidates

Based on the environmental histories and rankings described in Section 3, all of the strategic sites are potential candidates for continued site assessment.

Potential Contamination

The following sites have an environmental ranking of 1, indicating potential contamination. Further ESAs are recommended for these sites to verify if contamination is present that would require remediation prior to redevelopment.

Strategic Site 1. Hillside North 1 at 35 Broad Street

35 Broad Street was historically developed in an urban setting with mixed-use commercial businesses and residential housing between at least the mid-1800s to 1975. Prior uses on site include a machine shop and auto repair shop. Urban Renewal demolished several buildings on site prior to modern environmental controls. A Phase I ESA conducted in 2024 concluded there is potential contamination on site from petroleum products, hazardous substances, urban fill, and/or construction and demolition fill. This finding is supported by evidence from City of Newburgh officials who have found petroleum and chemical contaminants in the buried fill/waste of nearby Urban Renewal properties. A Phase II ESA and a geotechnical investigation are recommended to evaluate site conditions.

Strategic Site 2. Hillside North 2, 215, 209, 207, and 207 rear Water Street and the Clinton Street right-of-way

These Hillside properties were developed in an urban setting, primarily with commercial retail stores, from at least the mid-1800s until approximately 1967. The Sanborn Fire Insurance maps show a paint shop on the southern portion of the site in 1884. Urban Renewal resulted in the demolition of buildings on the site in the late 1960s, leaving behind demolition fill and waste. A Phase I ESA conducted in 2024 concluded that past uses and fill materials may have affected site conditions. A Phase II ESA and a geotechnical investigation are recommended to evaluate site conditions.

Strategic Site 3. 110 Grand Street

110 Grand Street was developed as part of a historic urban neighborhood with residential, commercial, and cultural uses from at least the mid-1800s through the 1960s. Prior uses on the property include a steam laundry, tin shop, and undertakers. Urban Renewal demolished the buildings on site in the mid-nineteenth century prior to modern environmental controls. The site is currently a parking lot. A desktop analysis conducted in 2024 indicated the potential for contamination on site based on prior uses and/or construction and demolition fill. A Phase I ESA is recommended to evaluate site conditions.

Strategic Site 9. 1 Lafayette Street

1 Lafayette Street and surrounding properties had past uses that included heavy industry, foundries, machine shops, and manufacturing. A Phase I ESA conducted in 2024 concluded that the industrial uses adjacent to the site and on-site in the early 1900s and historic deposition of unknown demolition and other fill materials is considered an environmental condition that may

have affected site soil and groundwater quality. A Phase II ESA is recommended to evaluate potential site contamination.

Strategic Site 4. Hillside at 2 Montgomery Street

2 Montgomery Street was developed in an urban setting, primarily with residential row-type buildings and some businesses from at least the mid-1800s until approximately 1975. Past uses included a paint, tin, and printing shop. Urban Renewal resulted in the razing of the buildings on site in the mid-nineteenth century prior to modern environmental controls. A Phase I ESA conducted in 2024 identified numerous potential environmental conditions present at the site that may be attributable to past uses and demolition activities. A Phase II ESA was conducted in 2024, and the data were being analyzed in 2025. If contamination is found, subsequent steps may include further assessment and creating a draft remediation plan. A geotechnical investigation is also recommended to evaluate site conditions for bearing loads.

Potential Contamination with Open Spills

The following site has an environmental ranking of 2, indicating potential contamination with recorded open and/or closed spills. Phase II Environmental Site Assessments are recommended for these sites to verify if contamination is present that would require remediation prior to redevelopment.

Strategic Site 10. Mid-Broadway
132 and 136-148 Broadway, 6 and 10-18 Johnston Street, 6, 8, and 14 Lander Street

The mid-Broadway block between Johnston and Lander Street was developed in an urban setting, primarily with mixed-use commercial businesses and residential housing, between at least the mid-1800s to early 2000s. The buildings were subsequently demolished except for a shell building at 14 Johnston. Prior uses included a drycleaning facility and auto repair (8 Lander). A Phase I ESA concluded that past uses and multiple petroleum spills at 8 Lander Street may have adversely affected site soil and groundwater quality on portions of the site. A Phase II ESA is recommended to analyze site conditions.

Known Contamination

The following sites have an environmental ranking of 3, indicating contaminants are known to be present at levels exceeding environmental standards. Phase II ESAs of these sites found contamination in the surface and subsurface soil that would require remediation prior to redevelopment. The assessments also found potentially unstable fill material that may need to be managed prior to construction.

Strategic Site 5. Hillside and 4th Street, 81 Water Street

81 Water Street was developed in an urban setting, primarily with commercial retail stores, from at least the mid-1800s to 1975. Urban Renewal resulted in the demolition of the buildings on site in the 1970s prior to modern environmental controls. A Phase I ESA conducted in 2024

concluded that petroleum products and/or hazardous substances may be present on site. A Phase II ESA was subsequently conducted, which found that past mixed-uses and subsequent building demolition have impacted the surface and subsurface of the site with contamination that will likely need to be managed prior to redevelopment. Additionally, the investigation identified urban fill materials throughout the site that may present a barrier to redevelopment as the materials may not be suitable to support structures.

Recommended next steps for the property include finalizing a remediation plan and conducting a geotechnical investigation to evaluate site conditions for bearing loads. The city is not eligible for cleanup funding as the party responsible for the contamination. If ownership is transferred to an eligible government, non-profit, or community development entity, the site could be eligible for a U.S. EPA Brownfield cleanup grant. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC BCP.

Strategic Site 6. Hillside and 2nd Street, 57 and 1 Water Street

Prior to Urban Renewal, the site was developed in an urban setting, primarily with commercial retail stores from at least the mid-1800s to 1975. Prior uses included light industrial uses such as printing and laundry services. Urban Renewal resulted in the demolition of the buildings on site in the 1970s prior to modern environmental controls. A Phase I ESA conducted in 2024 concluded there may be potential contamination on site from petroleum products, hazardous substances, urban fill, and/or construction and demolition fill. A subsequent Phase II ESA determined that past mixed-uses and subsequent building demolition have impacted the surface and subsurface site soil quality. Additionally, the investigation identified urban fill materials throughout the site that may present a barrier to redevelopment as the materials may not be suitable to support structures.

Recommended next steps for the property include finalizing a remediation plan and conducting a geotechnical investigation to evaluate site conditions for bearing loads. The city is not eligible for cleanup funding as the party responsible for the contamination. If ownership is transferred to an eligible government, non-profit, or community development entity, the site could be eligible for a USEPA Brownfield cleanup grant. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC BCP.

Strategic Site 7. Hillside and Broadway North, 2 Colden Street

Prior to Urban Renewal, the site was developed in an urban setting, primarily with commercial retail stores and some manufacturing from at least the mid-1800s to 1975. Prior light industrial uses included printing, painting, furniture manufacturing, handbag manufacturing, laundry services and an auto garage. Urban Renewal resulted in the demolition of the buildings on site in the 1970s prior to modern environmental controls. A Phase I ESA conducted in 2024 concluded there may be potential contamination on site from petroleum products, hazardous substances, urban fill, and/or construction and demolition fill. A subsequent Phase II ESA determined that past mixed-uses and subsequent building demolition have impacted the

surface and subsurface site soil quality. Additionally, the investigation identified urban fill materials throughout the site that may present a barrier to redevelopment as the materials may not be suitable to support structures.

Recommended next steps for the property include finalizing a remediation plan and conducting a geotechnical investigation to evaluate site conditions for bearing loads. The city is not eligible for cleanup funding as the party responsible for the contamination. If ownership is transferred to an eligible government, non-profit, or community development entity, the site could be eligible for a U.S EPA Brownfield cleanup grant. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC Brownfield Cleanup Program (BCP).

Strategic Site 8. Hillside and Broadway South, 94 South Water Street.

The site and surrounding area were developed in an urban setting, primarily with commercial retail stores and manufacturing uses, from at least the mid-1800s until approximately 1975. Prior uses included a handbag manufacturer and garage. Urban Renewal resulted in the demolition of the buildings on site in the 1970s before modern environmental controls. A Phase I ESA conducted in 2024 concluded that the past site use as a former garage, and potential off-site sources may have adversely affected site soils and groundwater. A Phase II ESA conducted in 2024 determined that past mixed-uses and subsequent building demolition have impacted the surface and subsurface of the site with contamination that will likely need to be managed prior to redevelopment. Additionally, the investigation identified urban fill materials throughout the site that may present a barrier to redevelopment as the materials may not be suitable to support structures.

Recommended next steps for the property include finalizing a remediation plan and conducting a geotechnical investigation to evaluate site conditions for bearing loads. The city is not eligible for cleanup funding as the party responsible for the contamination. If ownership is transferred to an eligible government, non-profit, or community development entity, the site could be eligible for a U.S EPA Brownfield cleanup grant. If ownership is transferred to a private entity, the site may be eligible for tax credits through the NYSDEC BCP.

4.3 IMPLEMENTATION MATRIX

To assist in the implementation of the Hillside BOA, recommended actions are summarized in the matrix in Table 4-2 For each action, potential partners, funding sources, estimated costs, and an implementation timeline are identified. The matrix is organized around the same four topic areas introduced in the recommendations section:

- Land Use & Policy
- Economic Development
- Parks, Open Space, and Transportation
- Environment and Infrastructure.

4-2 Implementation Matrix

	Recommendation	Champion	Potential Partners	Timeframe: Phase	Timeframe: Term short, med. long, ongoing	Timeframe: Duration (Years)	Est. Cost	Potential Funding Sources
	Land Use and Policy							
1	**Prepare a Comprehensive Hillside Neighborhood Master Plan to Guide Redevelopment of the Hillside.** This community-led plan will outline the desired redevelopment approach for city-owned urban renewal lands. Recommended components of the Hillside Neighborhood Master Plan process include:			1	short-term	1	$125,000	
1a	Establish a Community Working Group to lead the effort, that includes urban renewal descendants.	City Council	Community Indemnification Committee (CIC), Property Owners, Residents (e.g. Varick, Bourne), City Planning	1				
1b	Research national models and case studies that seek to advance equitable development, to build wealth, and to provide indemnification for urban renewal descendants.	Community Working Group (CWG)	Selected Consultant, outreach to other national models (i.e., Tulsa, OK)	1				
1c	Formulate a redevelopment model and policy/governance structure specific to Newburgh and the Hillside area that defines (1) a community benefits plan and fund (2) a future ownership model of the sites currently owned by the City.	CWG	Selected Consultant, outreach to other national models (i.e., Tulsa, OK)	1				

1d	Conduct a needs assessment for the Hillside neighborhood to identify (1) specific uses that are desired by the community (i.e., community center, grocery store, job centers, senior center, workforce development, small business support, youth activities, etc.) (2) specific housing types that meet the needs of residents and the Newburgh market.	CWG	Property Owners, Residents (e.g. Varick, Bourne)	1				
1e	Prepare a Physical Master Plan that illustrates the desired look and feel of redevelopment of the Hillside, with mixed-use and mixed-income redevelopment that balances community and economic development. The Plan can build on prior research and concepts developed with community input, as appropriate.	CWG	Selected Consultant, City Planning, City Engineering	1				
1f	Define an implementation strategy to enact the plan, with support from the Community Working Group.							
2	**Establish clear mechanisms for community engagement as Hillside redevelopment progresses**	CWG	*(Part of CWG scope)*	1	Ongoing	N/A	N/A	N/A
2a	Ensure descendant involvement in redevelopment of urban renewal lands going forward	City Council	CWG	1				
2b	Continue to partner with religious institutions for community development in the Hillside neighborhood	CWG	Christian Ministerial Fellowship	1				

3	**Review and update zoning based on detailed master plan results** Update the zoning as needed to implement the master plan described in recommendation 1. The zoning code can help implement the community's vision by setting requirements for density, building design, sustainable design, parking, inclusionary zoning requirements, etc. Consider architectural standards as redevelopment takes place.	City Council	City Planning, County, CWG, Private Developers	2	medium-term	1.5	$125,000	NYSDOS BOA Implementation, NYSDOS LWRP, NYSDOS Smartgrowth Program
4	**Incorporate the Waterfront in redevelopment planning** Reconnect the city to its shoreline and ensure the Newburgh Port and waterfront operate as an attractive and functional gateway to the city.	City Planning/ Engineering	Ferry Operator, NY Waterway (MTA), NYSDOS, NYS OGS, River Marina (above), Property owners, Newburgh Waterways Center (3 rowing clubs and Coast Guard auxilliary), Private Boat / Charter operators, Steelways,	4	long-term/ongoing	1	N/A	N/A
5	**Recognize the history and heritage of urban renewal as part of the Hillside redevelopment**	Orange County Council of the Arts	CWG, Oral History Project SC, Newburgh Arts and Cultural Commission, Black History Committee of the Hudson Valley,	1	short-term	1	Part of Hillside Master Plan	NYSDOS BOA Implementation, NYSDOS LWRP, NYS Council on the Arts

			City Historian, NAACP					
5a	Consider public art to recognize the importance of this area of the city (e.g., bronze 'to-scale' sculpture of the Hillside pre-urban renewal, informational and visual installations, virtual reality timescopes or viewers that depict the landscape at different times).	Orange County Council of the Arts	CWG, Oral History Project SC, Newburgh Arts and Cultural Commission, Black History Committee of the Hudson Valley, City Historian, NAACP	1	short-term	1	Part of Hillside Master Plan	NYSDOS BOA Implementation, NYSDOS LWRP, NYS Council on the Arts
5b	Explore the possibility of local, state, or federal historic designation that acknowledges the historical impact of urban renewal	City Architectural Design Commission	City Planning, City Council	2	medium-term	1	$50,000	NYSDOS BOA Implementation, NYSDOS LWRP, NYS Council on the Arts
6	**Conduct a Phase 1A Cultural/Archeological Study of the Hillside** Complete a Phase 1A Cultural/Archaeological Study to identify any sensitive historic resources or potential development constraints in order to help prepare the sites for redevelopment. Information from the study can be used to preserve the history of the area and integrate it into future development.	City	Newburgh Historical Society, City Historian	2	medium-term	0.5	$25,000	NYSDOS BOA Implementation, NYSDOS LWRP, NYS OPRHP

7	**Review important viewsheds and incorporate preservation of visual resources into the Hillside Master Plan** The Newburgh Zoning Ordinance includes provisions to preserve significant scenic views from the Dutch Reformed Church, Washington's Headquarters, The Newburgh Free Library, Broadway and Colden, and Bay View Terrace. As part of the planning process for the Hillside Master Plan, identify any additional viewsheds that could qualify as "providing significant benefits to the residents and visitors of Newburgh and as important parts of Newburgh's cultural heritage" (City of Newburgh, New York Zoning Ordinance Article XI Section 300-87 B(2)).	CWG	City, CAC, Scenic Hudson	1	short-term	0.2	N/A	
8	**Leverage publicly owned parcels and rights of way to direct development** Use publicly owned parcels and rights of way (56% of BOA), including vacant land (49.2 acres), to model and create development that is in line with the community's vision (e.g., with land transfer or sales agreements, public development, etc.).	City Council	County, State, DOT, City Departments, CWG, Newburgh Land Bank	1	short-term	N/A	N/A	
9	**Partner with SUNY Orange (OCCC) to better integrate the campus into the community**	SUNY Orange	City, CWG	1	medium-term	0.5	$50,000	NYSDOS BOA Implementation
9a	Create safe and inviting physical connections to the surrounding neighborhood	SUNY Orange	City, adjacent property owners, fugure developers	1				

9b	Work with the community to identify complementary programs that support local community development (e.g., workforce training, childcare, increased local enrollment)	SUNY Orange	Orange County Economic Development, IDA, and Partnership	1				
10	**Prepare a reuse feasibility study of the Newburgh Public Safety Building site at 55 Broadway** Explore alternatives for repurposing the 1.9 acre property, which overlooks the Hudson River at the base of Broadway with a use that advances the community's vision for the Hillside and Broadway area. Consider options for relocating the Newburgh Police and Fire Department headquarters to an updated facility.	City	Police Department	2	medium-term	0.5	$75,000	
11	**Redevelop parking lot(s) on the Waterfront** Redevelop the City-owned parking lot on Water Street between Fourth Street and Third Street with a higher density use suitable for its location at a multimodal gateway location near Unico Park and the Newburgh Landing Dock. As development progresses, work with private property owners on Water Street and Front Street to reduce and consolidate surface parking (e.g., with a parking garage or parking set into the Hillside) and redevelop vacant lots with active uses.	City Council	Newburgh Land Bank, Private Developers	4	long-term	5	Varies	

12	**Consider methods to incentivize developers** to implement as many BOA recommendations as feasible within each project.	CWG	City, SEDAC, County IDA, Newburgh IDA, Newburgh Land Bank, NYSDEC (Brownfield Clean Up Program), NYSHPO (Historic Tax Credits), NYS HCR (Housing Tax Credits)	2	ongoing	N/A	N/A	
	Economic Development							
13	**Identify sites that maximize economic development opportunities** Using input from the BOA nomination study and the Hillside Master Plan, identify sites for commercial redevelopment and market-rate real estate that will maximize community returns, for example, through increased local jobs, an increased tax base to support local services and affordable residential taxes, and/or increased tourism and visitation to local businesses.	CWG	SEDAC Orange County ED, IDA, Partnership, Tourism Realtors, Developers	2	Ongoing	N/A	N/A	

14	**Expand local tourism opportunities through the redevelopment of the Hillside** Incorporate uses, attractions, physical connections, and views that will expand tourism at the waterfront and draw visitors into the Hillside district and downtown; build on existing businesses (e.g., restaurants), assets (e.g., local artists and architecture), partnerships (e.g., Orange County Tourism) and planned projects (e.g., Newburgh Landing Dock).	Orange County Arts Council	SEDAC Orange County ED, IDA, Partnership, Tourism Realtors, Developers,	2	medium-term	1	$50,000	NYSDOS BOA Implementation, NYSDOS LWRP
15	**Seek grants from New York State to support redevelopment goals** Pursue relevant community development grants from NYS, such as NYSDOS LWRP EPF funding and BOA Implementation grants, and the Smart Growth Program, Empire State Development (ESD) RESTORE New York Initiative and FAST NY program,, connecting private developers to Homes and Community Renewal (HCR) housing tax incentives and grants (e.g., affordable, workforce, middle-income housing), and other grants as they become available such as from the NYS Environmental Bond Act.	City Council	City Planning, County, Newburgh Land Bank	2	Ongoing	N/A	$7,000 - $12,000/grant	NYSESD, NYS HCR

16	**Identify vocational training and workforce development opportunities** Work with local educational institutions and non-profit and industry partners on workforce development programs for jobs in the shorter-term (e.g., brownfield clean-up, historic preservation, construction) and longer-term (e.g., healthcare, social assistance, hospitality, and food services, trades, and administrative sectors).	SUNY Orange	NFA trades center - NESD SUNY Orange County Workforce Investment Board, County Employment & training Administration NYS DOL Youth Build, Unions - Labor Local 17 (*Vera Best*) - Best Resource	4	long-term	1	N/A	
17	**Incorporate business incubator spaces into the BOA** Incorporate spaces and programs to support local entrepreneurs and small businesses (e.g., commercial kitchen, incubator market, maker space, STEM center, live/work studios, co-working and pop-up spaces).	CWG	County ED, SEDAC,	4	medium-term	N/A	N/A	
18	**As the Hillside is redeveloped, integrate small scale retail to support new growth** Incorporate spaces for neighborhood retail into new development to support walkable, active districts.	SEDAC	OC Chamber of Commerce, Downtown District Alliance,	3	long-term/ongoing	N/A	N/A	

19	**Consider small-scale specialty manufacturing opportunities** True to Newburgh's history, consider opportunities to incorporate spaces, partnerships, and local talent that support specialty "Made in Newburgh" manufacturing businesses (e.g., handbags, textiles, soaps, home goods, bicycles)**.**	Orange County Economic Development	SEDAC Orange County ED, IDA, Partnership, Tourism Realtors, Developers	4	long-term	N/A	N/A	
20	**Invest in infrastructure and complete public space improvements to attract new development** Continue to invest in infrastructure (i.e., upgrades to sewer, water, stormwater systems), sidewalk improvements, parks and open spaces, and other public spaces to illustrate the City's willingness to preserve and enhance the public space adjacent to private property. This type of investment can bring confidence to the private sector who will, in turn, invest in their own projects.	City Council	City Planning, City Recreation, CWG	2	medium-term	2	$250,000 - $1M	NYSDOS BOA Implementation, NYSDOS LWRP
21	**Develop sustainable tax incentive policies to encourage development** As private development takes place, the developer may seek tax incentives to help make the project financially viable. For each project, a cost-benefit analysis is typically done to ensure that the financial incentive is viable. Consider developing a tax exemption policy standard for BOA properties to ensure balanced and fair incentive structures.	Newburgh IDA	Private developers, CWG	4	long-term	N/A	N/A	

	Parks, Open Space, and Transportation							
22	**Expand and augment a wide variety of parks and open spaces within the Hillside and along the waterfront.**	City Planning/ Engineering	Greater Newburgh Parks Conservancy (*run EJ Fellows)*	2	Ongoing	1	See below	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYS OPRHP
22a	Restore neighborhood parks, courtyards, squares, pocket parks, gardens, and other public spaces into the Hillside Master Plan.	City Planning/ Engineering	Our Core, Residents, CWG	2	Ongoing	1	$250,000 - $500,000	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYS OPRHP
22b	Improve public access to the waterfront, including by (1) implementing and connecting to the new deepwater Newburgh Landing Dock (2) evaluating Unico Park for enhancements (3) enhancing public boat launch infrastructure, and (4) utilizing rights of way on the waterfront to increase direct public access to the shoreline.	City Planning/ Engineering	NYSDEC, NYS OPRHP	3	medium-term	2	$500,000 - $1M+	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYS OPRHP
22c	Continue to work with private developers on the waterfront to integrate publicly accessible greenspace and public access to the water (per zoning).	City Planning/ Engineering	CWG	3	Ongoing	N/A	N/A	N/A

23	**Prepare a Hillside BOA Non-motorized Connectivity Master Plan** To enhance connections between the waterfront and downtown core	TAC	Regional Connector, Orange County, NYS DOT, City, River Keepers, Scenic Hudson, Regional Connector, OC Planning, Hudson Highlands Fjord Trail, Scenic Hudson	2	medium-term	2	$350,000	DOS BOA Implementation, NYSDOS LWRP, NYSDOT
23a	Conduct a walk-audit of the Hillside Neighborhood			2				
23b	Re-establish linkages and the old urban form using some of the former streets and existing rights of way			2				
23c	Consider a landmark centerpiece connection extending down from Broadway to the waterfront (e.g., grand pedestrian bridge or stairway, selected through a design competition)			2				
23d	Improve pedestrian connections to Newburgh Landing Dock and Unico Park (e.g., via Fourth Street and Varrick Homes)			2				
23e	Consider mechanical options to assist people with limited mobility			2				
23f	Improve pedestrian infrastructure (e.g., crossings, sidewalks, lighting) in the BOA study area			2				
23g	Create bicycle infrastructure (i.e., dedicated bike lanes, shared-use lanes, bicycle parking, signage)			2				

23h	Explore opportunities for new trail connections and sidewalk improvements							
23g	Collaborate with NYSDOT to implement more traffic calming on Water Street			2				
24	**Expand indoor and outdoor active recreational facilities in the BOA** Support the development of indoor and outdoor recreational facilities for children and adults to provide safe destinations and activities year-round for residents and families.	City Recreation Department	Boys and Girls Club, Newburgh Armory Unity Center, Youth and Adult Leagues, Rowing Club, City Rec Dept.	3	medium-term	2	$250,000 - $500,000	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYS OPRHP
25	**Create a signage and wayfinding program for the Hillside BOA area as part of the Master Plan.** Provide pedestrian signage and directional wayfinding with unified branding at gateway locations and along key corridors to guide visitors to attractions and destinations. Consider adding distance in walk time and using an inclusive design to serve diverse, multilingual visitors.	City Planning	CWG, Oral History Project SC, Newburgh Arts and Cultural Commission, City Historian, SEDAC	2	medium-term	1	$250,000	DOS BOA Implementation, NYSDOS LWRP, NYS Council on the Arts
26	**Incorporate public art installations and an Art corridor for enjoyment by residents and visitors** Partner with local artists, organizations, and developers to incorporate public art installations that create a more beautiful, welcoming, and dynamic environment while celebrating Newburgh's history, culture, and community.	NACC	OC Arts Council, SUNY Orange, Boys and Girls, NECSD, NFA	4	long-term	1	$250,000	DOS BOA Implementation, NYSDOS LWRP, NYS Council on the Arts

27	**Prepare parking plan for waterfront lands** Create a plan to consolidate parking and improve multimodal circulation for waterfront visitors and nearby residents.	City Planning/ Engineering	Private sector, ferry operator,	1	short-term	0.5	$50,000	DOS BOA Implementation, NYSDOS LWRP, NYSDOT
28	**Conduct a multiuse corridor study of Broadway** Evaluate the opportunity for a multiuse transport hub on Broadway.	City Planning/ Engineering	Orange County Transit Orange	3	medium-term	1	$150,000	DOS BOA Implementation, NYSDOS LWRP, NYSDOT
29	**Identify and implement connections to regional systems (i.e., Metro North, NJ Transit, Shortline, etc.)** Create better transit connections to major employers to increase access to jobs and improve weekend transit services (e.g., Ferry) to support tourism.	City Planning/ Engineering	Orange County Transit Orange	3	medium-term	0.5	$20,000	DOS BOA Implementation, NYSDOS LWRP, NYSDOT
	Environment and Infrastructure							
30	**Conduct a geotechnical analysis on the Hillside** to understand potential design needs or constraints for rebuilding on the slope.	City	Safe Harbors of the Hudson (EPA Grant recipient), CWG	1	short-term	0.25	$100,000	USEPA

31	**Advance cleanup and redevelopment of publicly owned brownfields and strategic sites** Research strategies and land ownership models that take advantage of U.S. EPA Brownfield Grants. For Urban Renewal sites, the City of Newburgh is ineligible to receive U.S. EPA funding for brownfield assessment, cleanup, job training, or technical assistance as the party responsible for the contamination. One solution is to transfer ownership of one or more sites to an eligible government entity, redevelopment agency, community development organization (45D(c)(1), nonprofit organization (501(c)3), or a limited liability partnership or corporation whose sole members or managing/general partners are nonprofit organizations. [are examples desired?] During the planning process for the Hillside Master Plan (Recommendation 1), the Community Working Group can consider the best ownership model(s) for city-owned Urban Renewal sites in the future.	City / Council	Orange County, SEDAC, NYSDEC	2	short-term	5	Varies	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYSDEC, USEPA

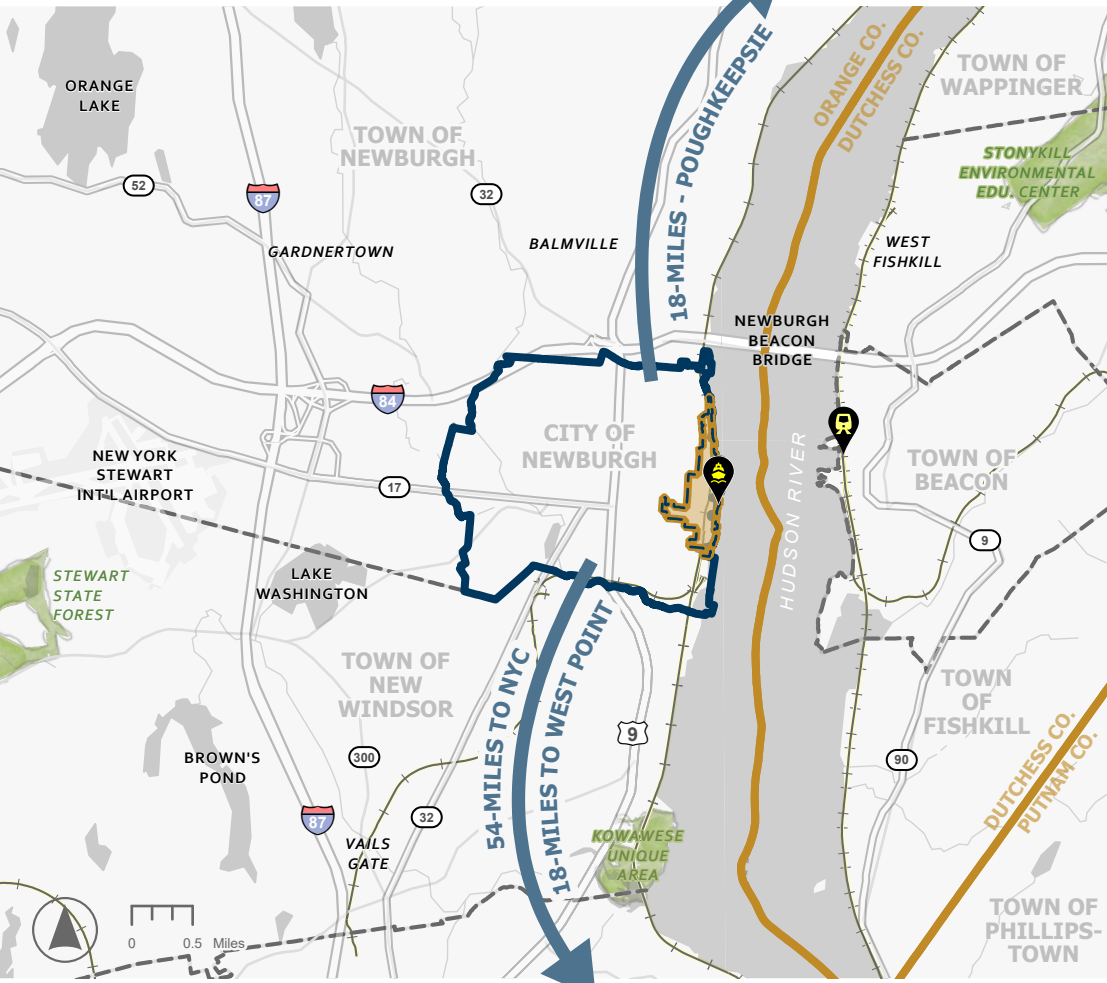
32	**Advance clean up and redevelopment of privately-owned brownfields and strategic sites** Research opportunities through the NYSDEC Brownfield Cleanup Program (BCP) or U.S. EPA Revolving Loan Fund (RLF) grant to advance sites in the private sector. The BCP offers tax credits to qualifying for-profit entities for brownfield investigation, cleanup, monitoring, and improvements (e.g., new construction on site). The credit value varies depending on factors such as the site's location, level of cleanup (remediation track), and end-use. Participants may be able to combine BCP and other tax credits. The tax credits are from the state and do not impact the local tax base. RLF grants provide capital to a grant recipient who is not a for-profit agency to establish a revolving loan fund that provides loans and subgrants for brownfield cleanup activities on privately-owned sites.	City / Council	Orange County, SEDAC, NYSDEC	2	short-term	5	N/A	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYSDEC, USEPA
33	**Conduct a redevelopment feasibility study for the Consolidated Iron Site**	City	NYSDEC, Newburgh Environmental Conservation	3	medium-term	1	$150,000	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYSDEC

33a	Consider restrictions in Site Management Plan, identify preferred master plan through alternatives exploration, and prepare RFP for development							
33b	Ensure redevelopment creates parkland and waterfront access							
34	**Bury utility lines as sites and corridors are redeveloped.**	City Planning/ Engineering	Central Hudson	4	ongoing	N/A	N/A	N/A
35	**Create a consolidated stormwater management plan for the Hillside**	City Planning/ Engineering	CWG, NYSDEC, Newburgh Environmental Conservation	2	medium-term	1	$150,000	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP
35a	Incorporate findings into zoning							
35b	Prepare a Storm Water Pollution Prevention Plan for the hillside which includes the design and construction of stormwater facilities to accommodate the future buildout of the hillside so developers are not burdened with the design and implementation of post-construction stormwater management practices and individual SWPPPs.							
35c	Incorporate green infrastructure and natural solutions within stormwater management plans							

36	**Incorporate Green Infrastructure Design Standards to promote sustainable development across the BOA.** Green Infrastructure (GI) such as tree lawns, street trees, rain gardens, infiltration basins, and living shorelines can often be used in place of conventional "gray infrastructure" (e.g., pipes and concrete drainage basins) for stormwater management. GI can improve resilience to flooding and erosion while providing a range of co-benefits. For example, GI can help to moderate urban temperatures, improve air and water quality, provide habitat, and increase walkability. There are many GI toolkits available from government and non-government sources that provide guidance on how to implement and maintain BGI in different environments. Incorporate a GI toolkit as part of the Hillside Master Plan to provide design standards and guidance on best practices for built areas and public spaces.	City Planning/ Engineering	NYSDEC, Newburgh Environmental Conservation	2	medium-term	1	$50,000	NYS Environmental Bond Act, DOS BOA Implementation, NYSDOS LWRP, NYS EFC GIGP

37	**Update the 2007 Shoreline Condition Assessment with recent flood/resilience data and NYSDEC projections** Review and update the findings of Newburgh's 2007 shoreline condition assessment, as needed, to reflect more recent flood/resilience data and worsening climate change projections. Refer to the latest NYSDEC projections for sea level rise along the Hudson River and related impacts in the coming decades.	City	CAC, Hudson River Keeper	1	medium-term	1	$100,000	NYSDEC, NYSDOS LWRP
38	**Consider resilient infrastructure/design upgrades to marinas and docks** Review the NYSDEC climate change projections for Newburgh and consider updating design standards for waterfront structures to increase resilience to flooding, storm surge, higher tides, sea level rise, and more extreme weather. Refer to resilient design and planning resources from sources such as the NYSDOS Office of Planning, Development and Community Infrastructure and the NYSDEC Hudson River Estuary Program.	City	DEC, Riverfront Marina, City	2	medium-term	0.5	$500,000 - $1M+	NYSDEC, NYSDOS LWRP

39	**Assess and remediate invasive species and provide native plants and habitat** Vegetation on some vacant sites includes invasive species. As development progresses, work to remove invasive species and choose native trees and plants for new landscape installations. Consider opportunities to incorporate food plants and habitats for native wildlife, including pollinators, birds, migratory birds, and fish.	CAC	EJ Fellows, CAC, Scenic Hudson, River Keeper	2	medium-term	0.5	$50,000	NYSDEC, NYSDOS LWRP
40	**Consider incorporating requirements to minimize light pollution** To preserve the natural beauty and resources of the Hudson Valley, consider incorporating standards for types of lighting and lighting color standards for public and private development in order to minimize light pollution.	City	CWG	2	medium-term	1.5	Part of Zoning Update	NYSDOS BOA Implementation, NYSDOS LWRP, NYSDOS Smartgrowth Program



HILLSIDE BOA BOUNDARY

CITY LIMIT

COUNTY BOUNDARY

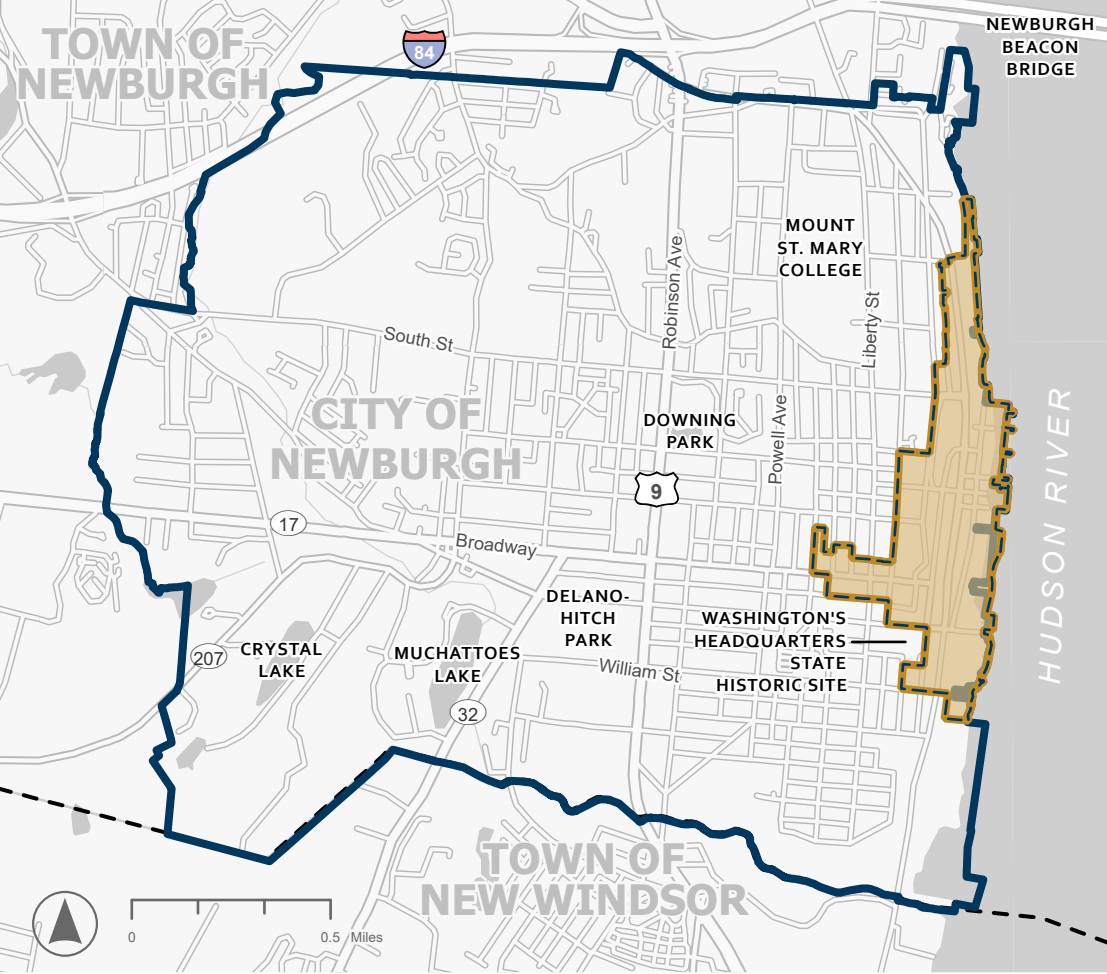
TOWN BOUNDARY

RAILROAD

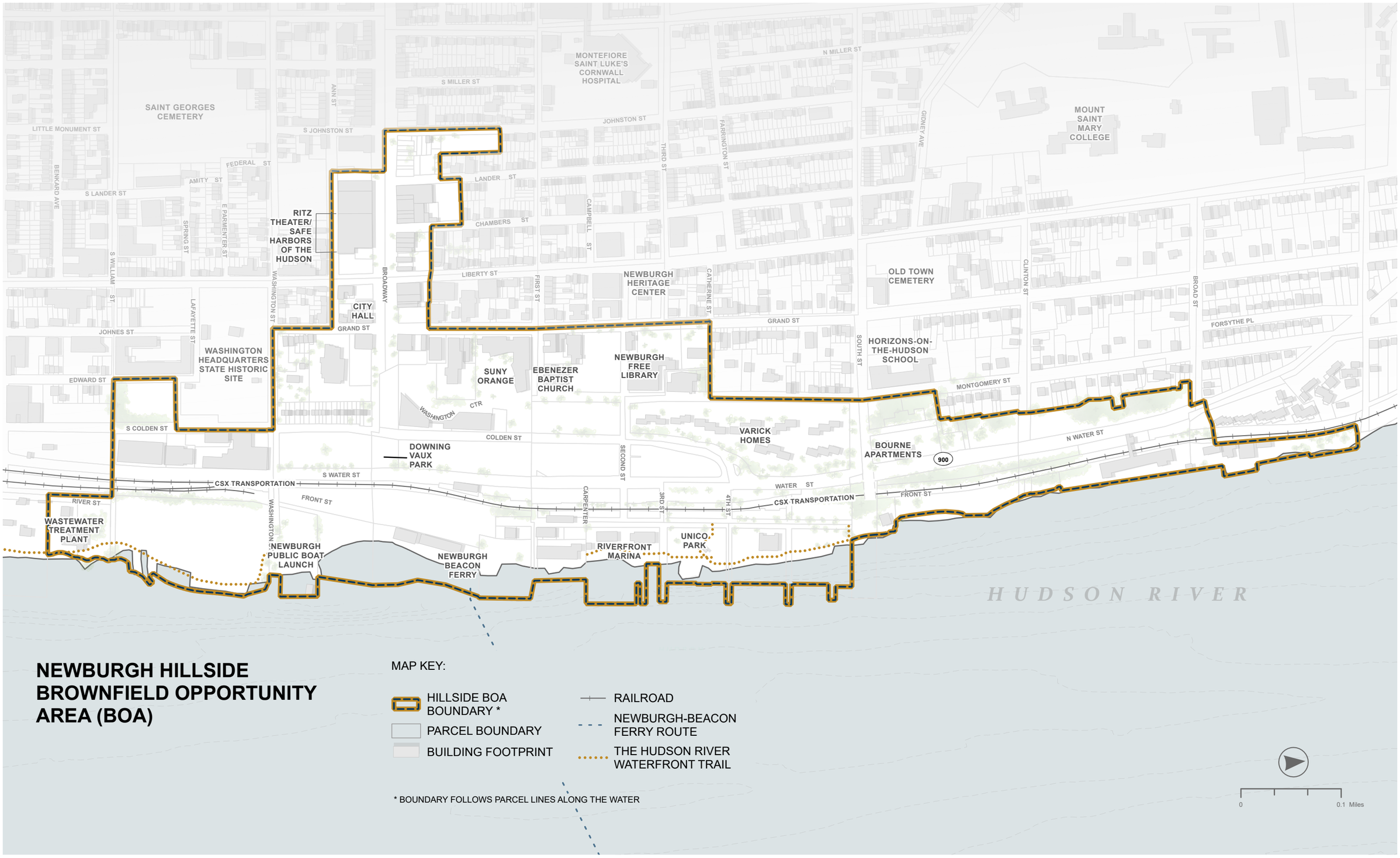
BEACON COMMUTER STATION

NEWBURGH-BEACON FERRY STATION

ESRI, TOMTOM, GARMIN, SAFEGRAPH, GEOTECHNOLOGIES, INC, METI/NASA, USGS, EPA, NPS, USDA, USFWSCITY OF NEWBURGH 2023; ORANGE COUNTY 2023; NYSDOT 2023; NYSDEC 2022



SOURCES: ESRI, TOMTOM, GARMIN, FAO, NOAA, USGS, © OPENSTREETMAP CONTRIBUTORS, AND THE GIS USER COMMUNITYCITY OF NEWBURGH 2023; ORANGE COUNTY 2023;



NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

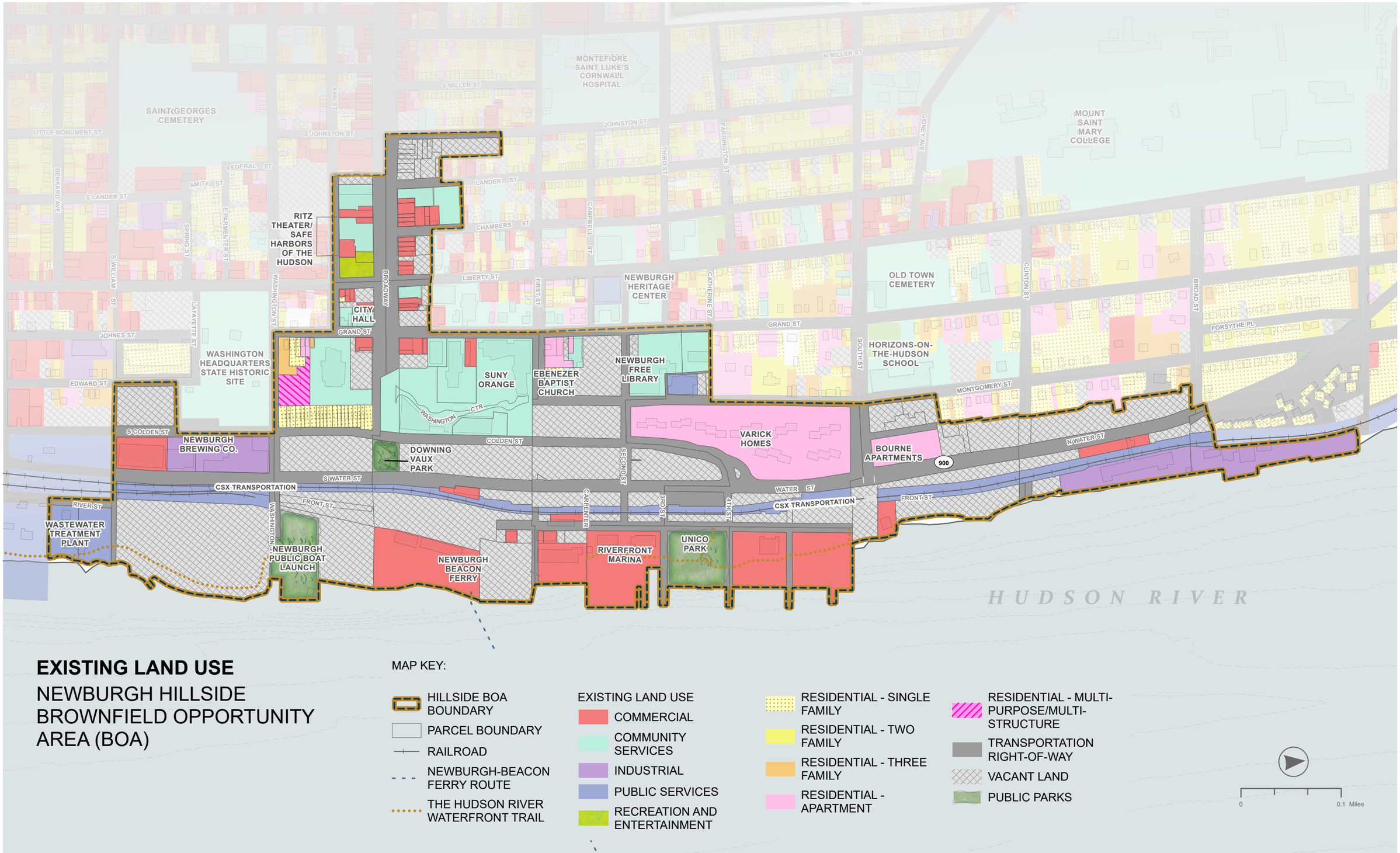
MAP KEY:

- HILLSIDE BOA BOUNDARY *
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

* BOUNDARY FOLLOWS PARCEL LINES ALONG THE WATER

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



EXISTING LAND USE

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

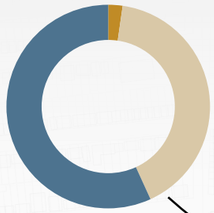
EXISTING LAND USE

- COMMERCIAL
- COMMUNITY SERVICES
- INDUSTRIAL
- PUBLIC SERVICES
- RECREATION AND ENTERTAINMENT
- RESIDENTIAL - SINGLE FAMILY
- RESIDENTIAL - TWO FAMILY
- RESIDENTIAL - THREE FAMILY
- RESIDENTIAL - APARTMENT
- RESIDENTIAL - MULTI-PURPOSE/MULTI-STRUCTURE
- TRANSPORTATION RIGHT-OF-WAY
- VACANT LAND
- PUBLIC PARKS

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

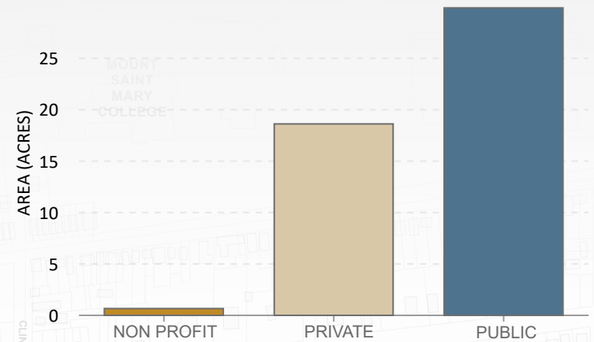
LAND OWNERSHIP



NON PROFIT 2.3%
PRIVATE 40.9%
PUBLIC 56.8%

49.2 ACRES OF LAND WITHIN THE BOA BOUNDARY IS VACANT OF WHICH **31 ACRES OR 63%** IS OWNED BY THE CITY OF NEWBURGH

VACANT LAND OWNERSHIP ONLY



SAINT GEORGES CEMETERY
MONTEFIORE SAINT LUKE'S CORNWALL HOSPITAL
MOUNT SAINT MARY COLLEGE
OLD TOWN CEMETERY
RITZ THEATER/ SAFE HARBORS OF THE HUDSON
NEWBURGH HERITAGE CENTER
CITY HALL
WASHINGTON HEADQUARTERS STATE HISTORIC SITE
SUNY ORANGE
EBENEZER BAPTIST CHURCH
NEWBURGH FREE LIBRARY
HORIZONS-ON-THE-HUDSON SCHOOL
DOWNING VAUX PARK
VARICK HOMES
BOURNE APARTMENTS
CSX TRANSPORTATION
WASTEWATER TREATMENT PLANT
NEWBURGH PUBLIC BOAT LAUNCH
NEWBURGH BEACON FERRY
RIVERFRONT MARINA
UNICO PARK
HUDSON RIVER

LAND OWNERSHIP
NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

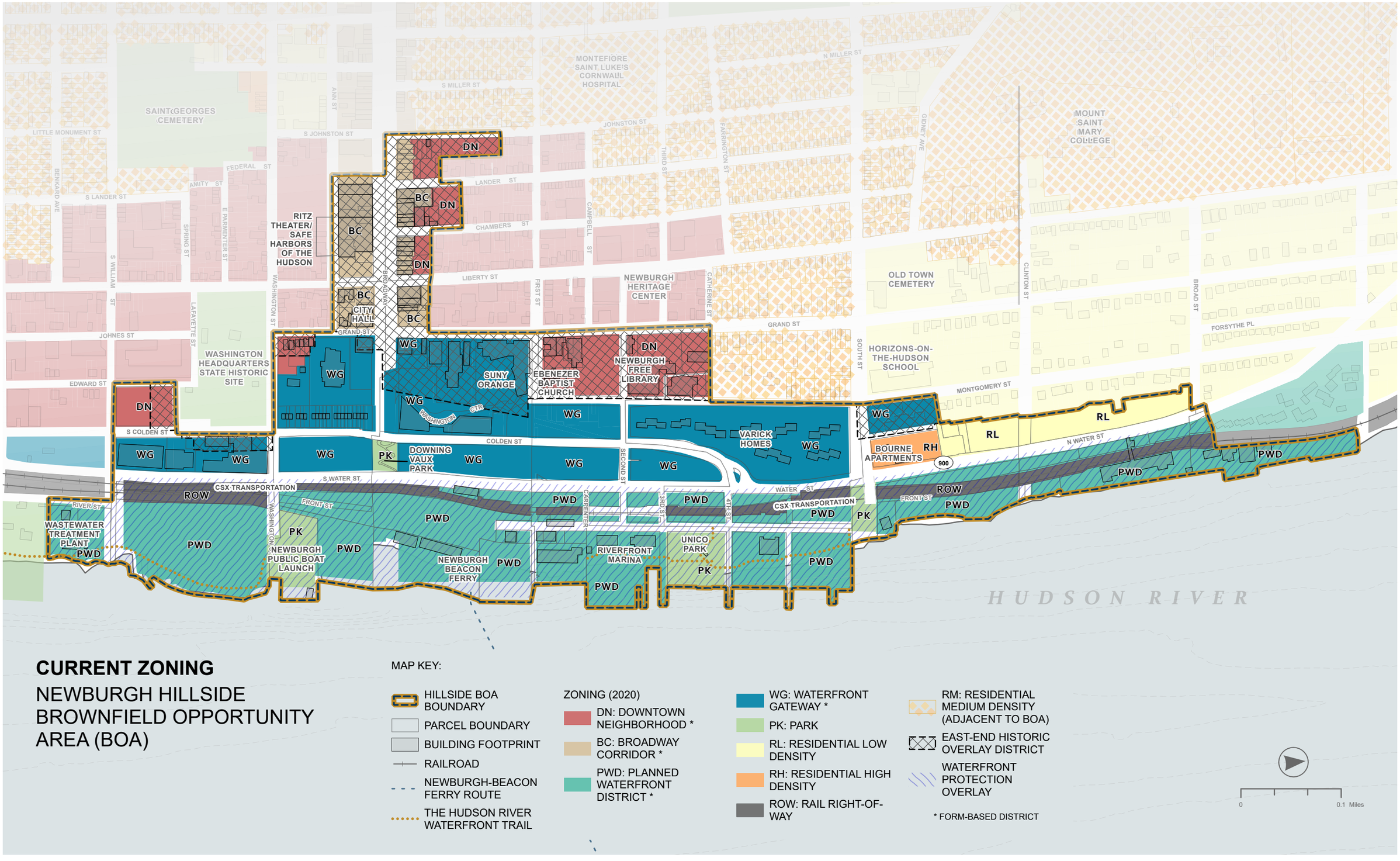
- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

LAND OWNERSHIP

- NON PROFIT
- PRIVATE
- PUBLIC

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



CURRENT ZONING

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

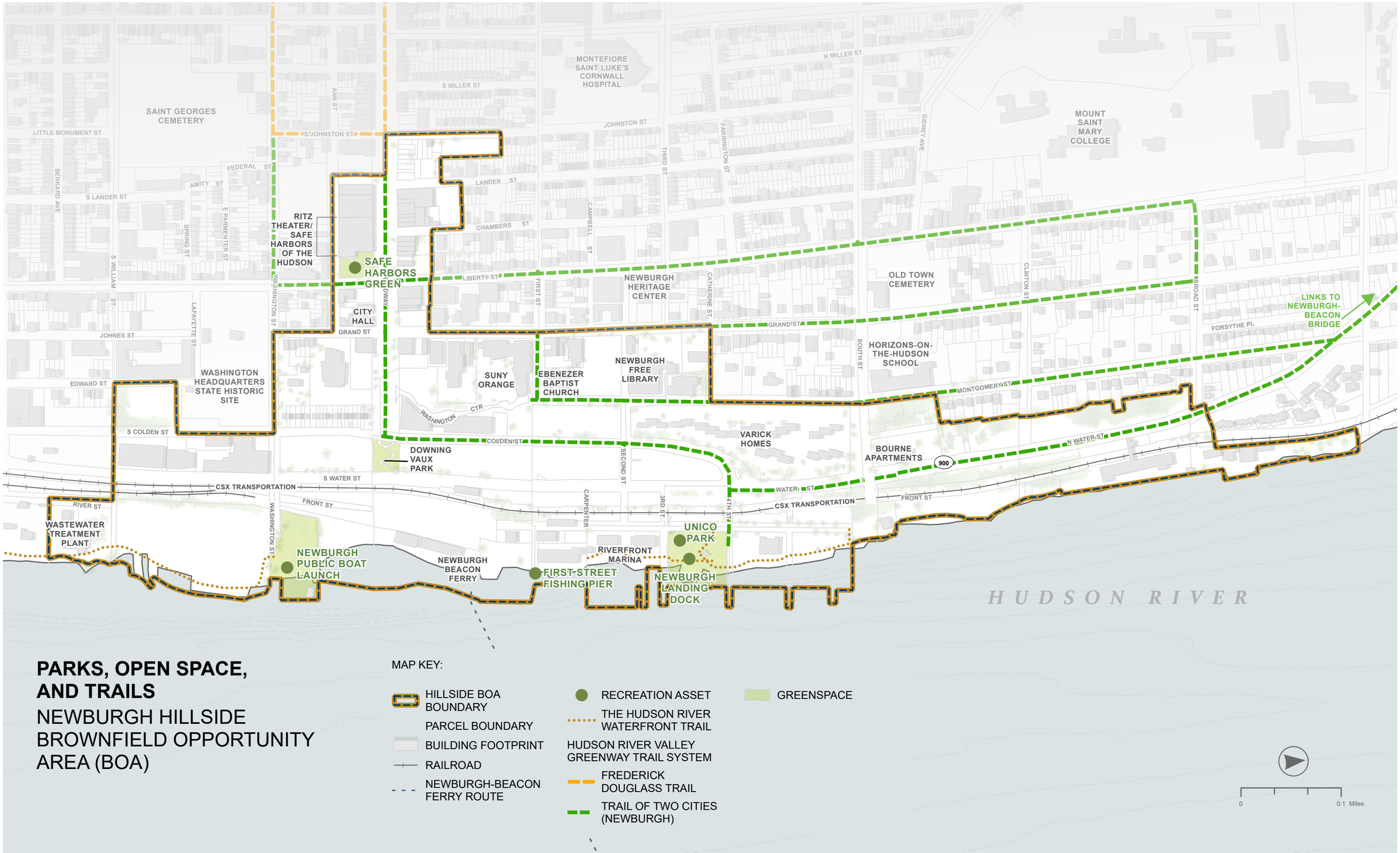
ZONING (2020)

- DN: DOWNTOWN NEIGHBORHOOD *
- BC: BROADWAY CORRIDOR *
- PWD: PLANNED WATERFRONT DISTRICT *
- WG: WATERFRONT GATEWAY *
- PK: PARK
- RL: RESIDENTIAL LOW DENSITY
- RH: RESIDENTIAL HIGH DENSITY
- ROW: RAIL RIGHT-OF-WAY
- RM: RESIDENTIAL MEDIUM DENSITY (ADJACENT TO BOA)
- EAST-END HISTORIC OVERLAY DISTRICT
- WATERFRONT PROTECTION OVERLAY

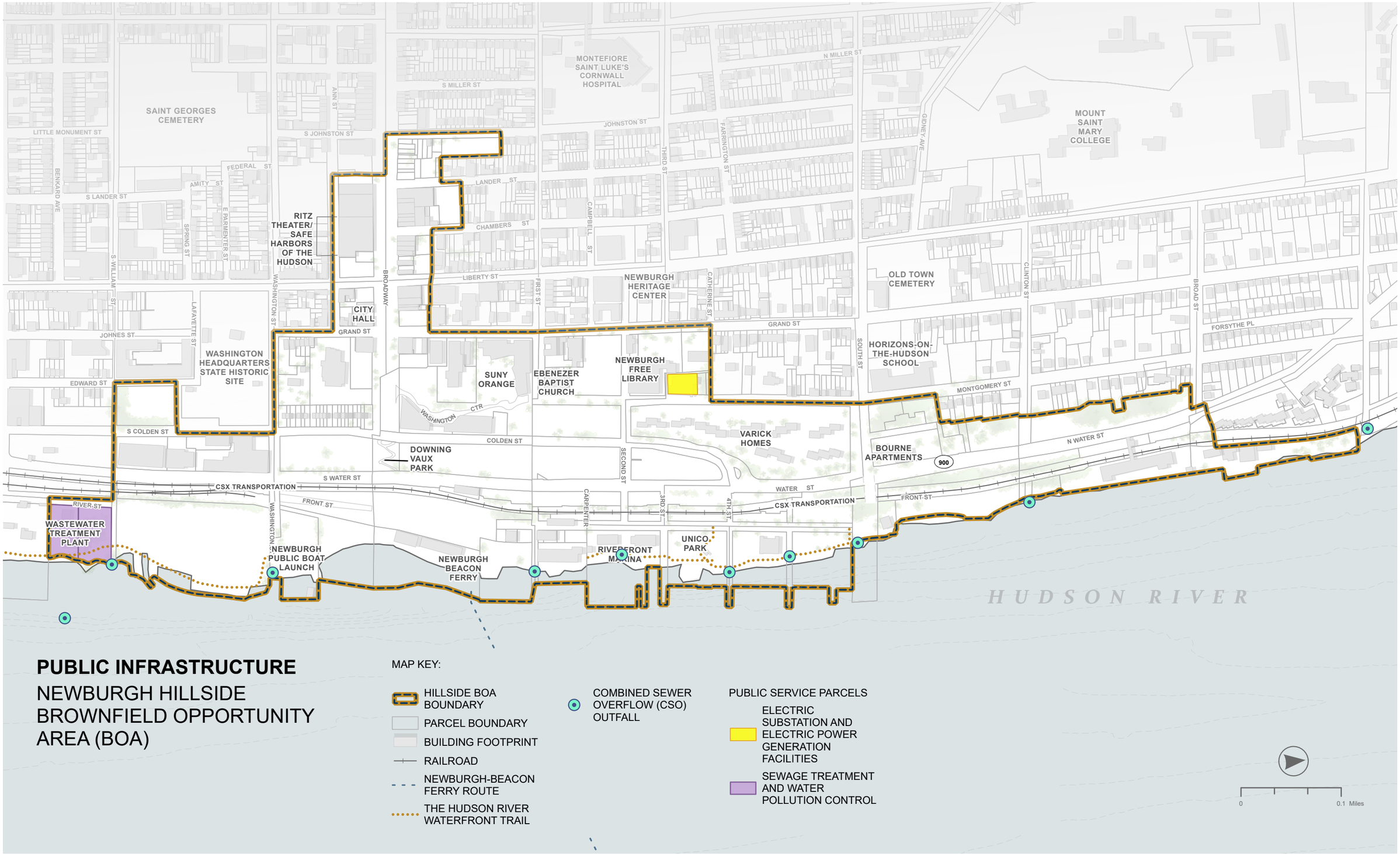
* FORM-BASED DISTRICT

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2020-2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



PUBLIC INFRASTRUCTURE

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

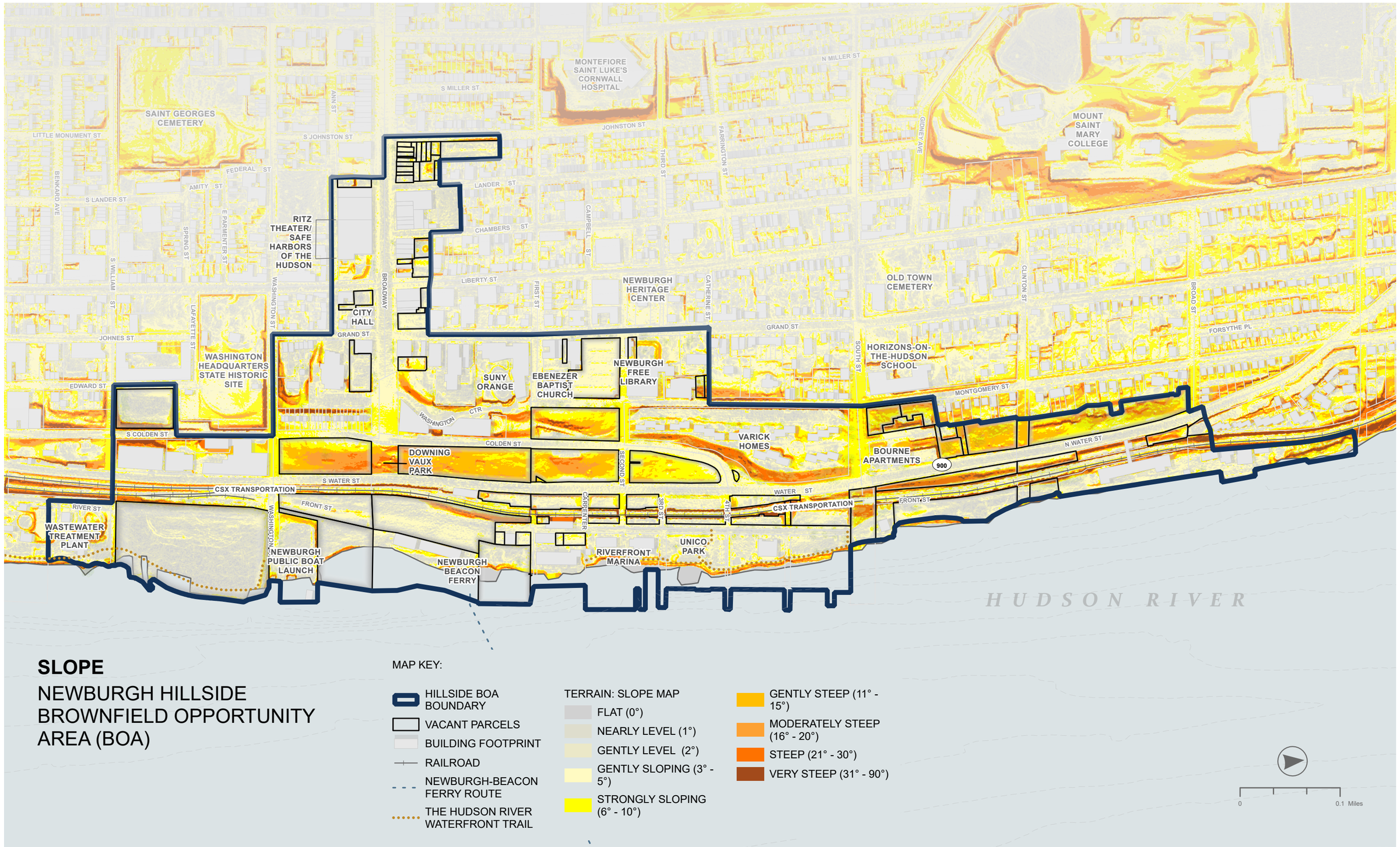
MAP KEY:

- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL
- COMBINED SEWER OVERFLOW (CSO) OUTFALL

PUBLIC SERVICE PARCELS

- ELECTRIC SUBSTATION AND ELECTRIC POWER GENERATION FACILITIES
- SEWAGE TREATMENT AND WATER POLLUTION CONTROL

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



SLOPE

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

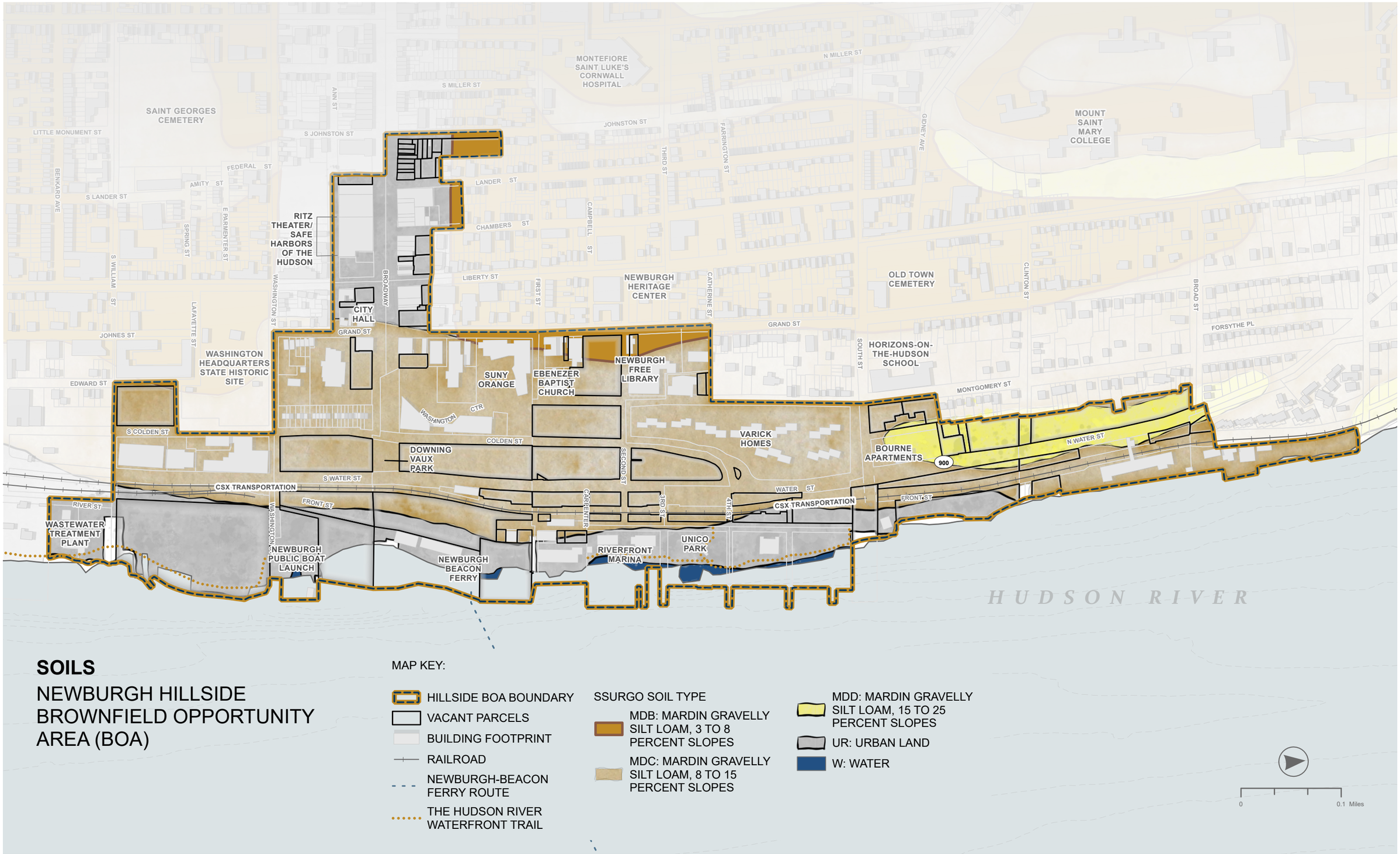
- HILLSIDE BOA BOUNDARY
- VACANT PARCELS
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

TERRAIN: SLOPE MAP

- FLAT (0°)
- NEARLY LEVEL (1°)
- GENTLY LEVEL (2°)
- GENTLY SLOPING (3° - 5°)
- STRONGLY SLOPING (6° - 10°)
- GENTLY STEEP (11° - 15°)
- MODERATELY STEEP (16° - 20°)
- STEEP (21° - 30°)
- VERY STEEP (31° - 90°)

0 0.1 Miles

Airbus,USGS,NGA,NASA,CGIAR,NCEAS,NLS,OS,NMA,Geodatastyrelsen,GSA,GSI and the GIS User Community
SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



SOILS

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

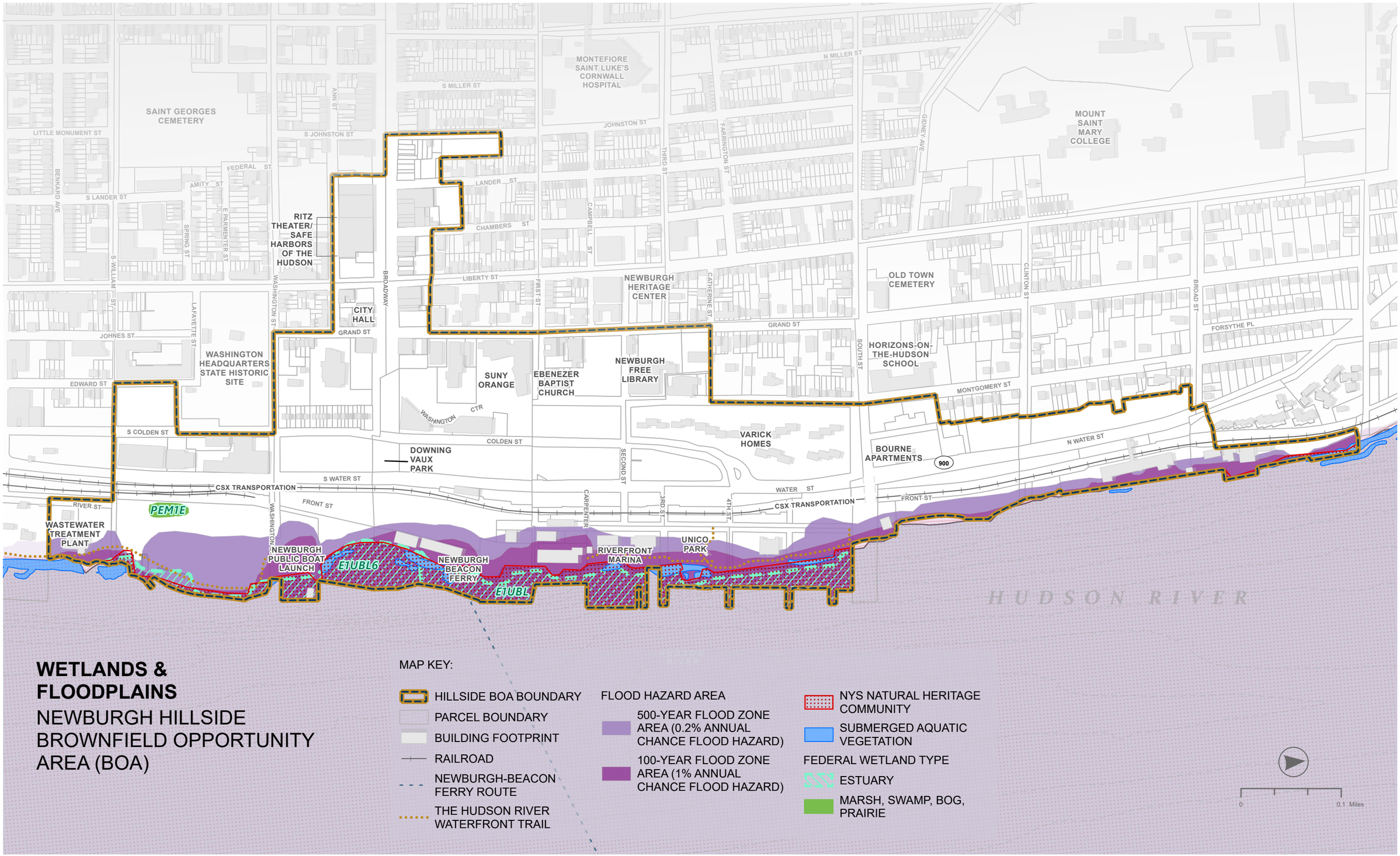
MAP KEY:

- HILLSIDE BOA BOUNDARY
- VACANT PARCELS
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

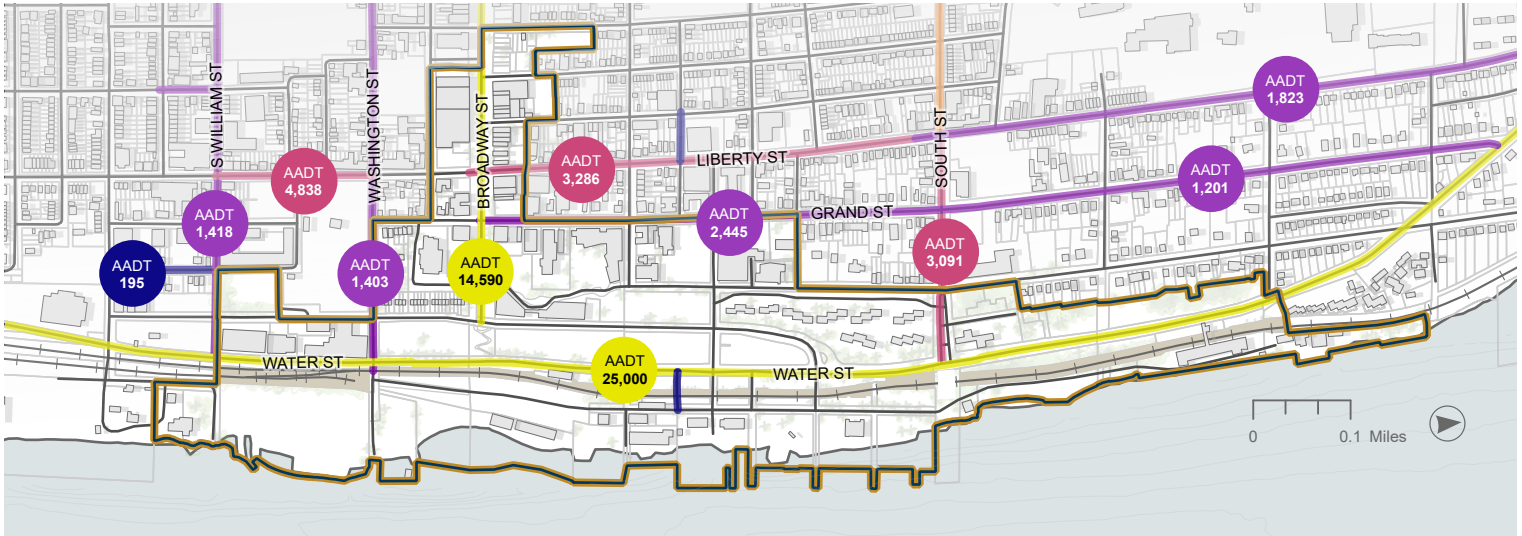
SSURGO SOIL TYPE

- MDB: MARDIN GRAVELLY SILT LOAM, 3 TO 8 PERCENT SLOPES
- MDC: MARDIN GRAVELLY SILT LOAM, 8 TO 15 PERCENT SLOPES
- MDD: MARDIN GRAVELLY SILT LOAM, 15 TO 25 PERCENT SLOPES
- UR: URBAN LAND
- W: WATER

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; USDA SSURGO 2023

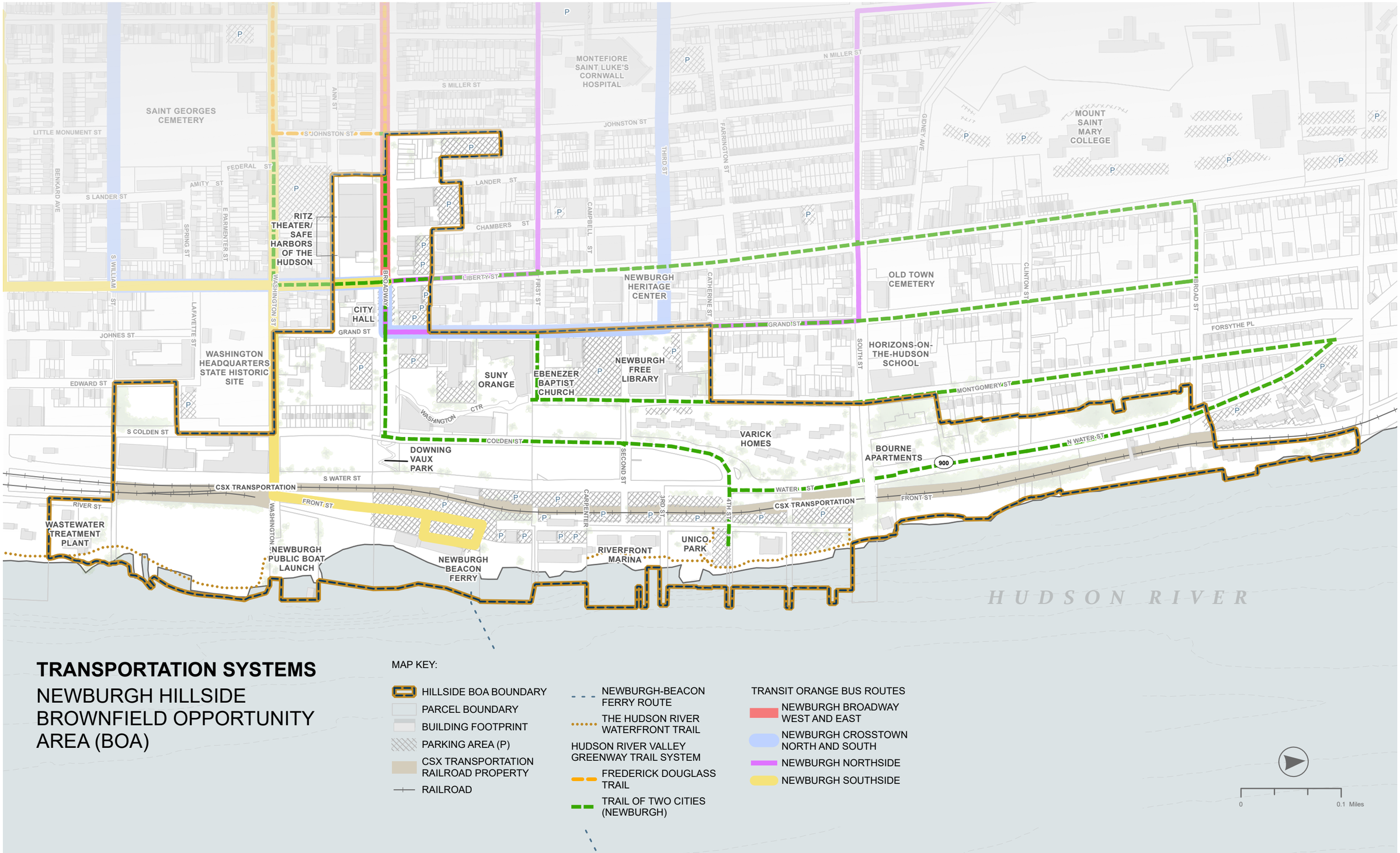


SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; FEMA 2009 - FIRM Panels: 36071C0144E and 6071C0332E; USFWS NWI 2000; NYSDEC 2018



ANNUAL AVERAGE DAILY TRAFFIC (AADT)
NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; NYSDOT 2022



TRANSPORTATION SYSTEMS

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- PARKING AREA (P)
- CSX TRANSPORTATION RAILROAD PROPERTY
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL

HUDSON RIVER VALLEY GREENWAY TRAIL SYSTEM

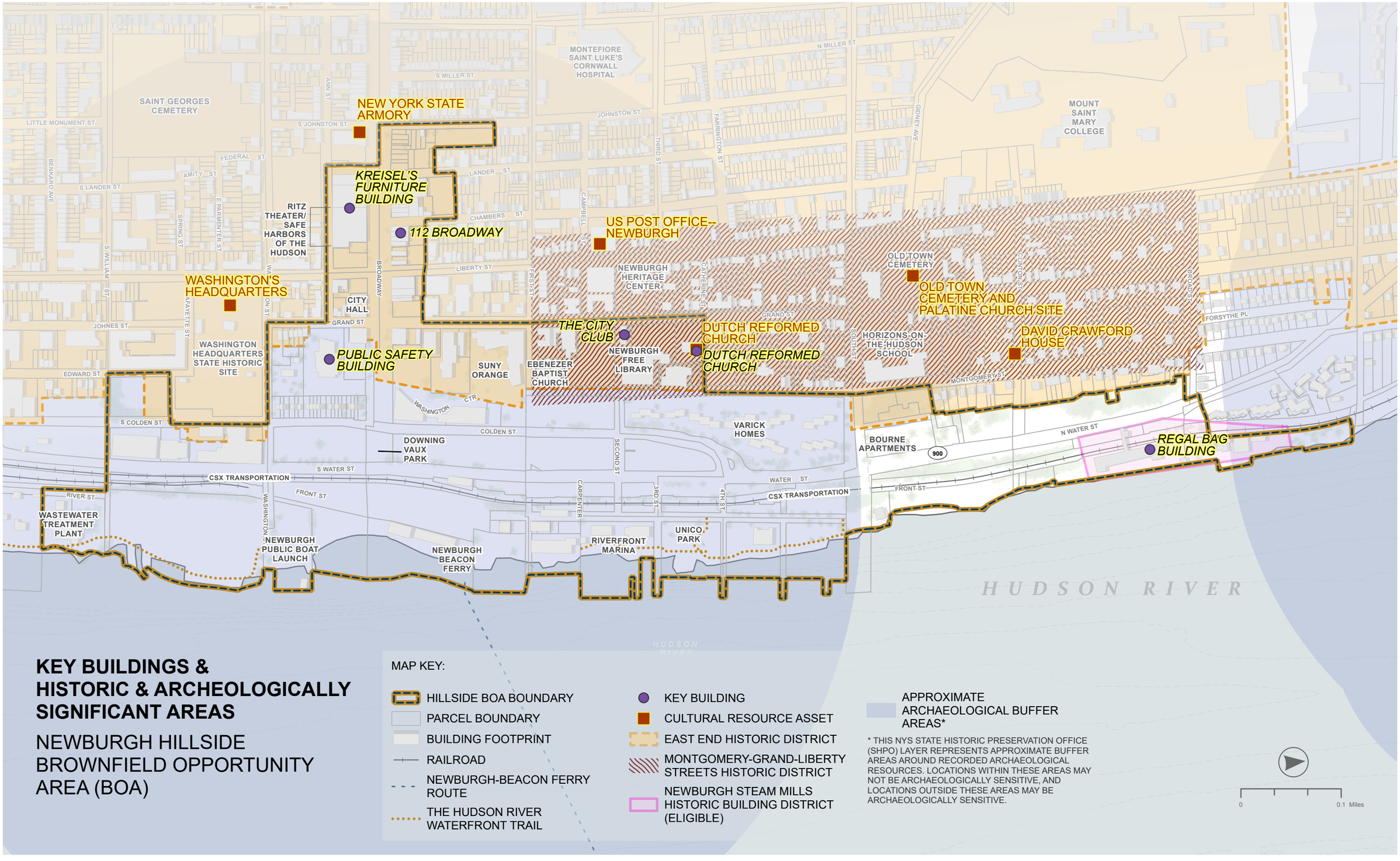
- FREDERICK DOUGLASS TRAIL
- TRAIL OF TWO CITIES (NEWBURGH)

TRANSIT ORANGE BUS ROUTES

- NEWBURGH BROADWAY WEST AND EAST
- NEWBURGH CROSSTOWN NORTH AND SOUTH
- NEWBURGH NORTHSIDE
- NEWBURGH SOUTHSIDE

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



KEY BUILDINGS & HISTORIC & ARCHEOLOGICALLY SIGNIFICANT AREAS

NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- RAILROAD
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL
- KEY BUILDING
- CULTURAL RESOURCE ASSET
- EAST END HISTORIC DISTRICT
- MONTGOMERY-GRAND-LIBERTY STREETS HISTORIC DISTRICT
- NEWBURGH STEAM MILLS HISTORIC BUILDING DISTRICT (ELIGIBLE)
- APPROXIMATE ARCHAEOLOGICAL BUFFER AREAS*

* THIS NYS STATE HISTORIC PRESERVATION OFFICE (SHPO) LAYER REPRESENTS APPROXIMATE BUFFER AREAS AROUND RECORDED ARCHAEOLOGICAL RESOURCES. LOCATIONS WITHIN THESE AREAS MAY NOT BE ARCHAEOLOGICALLY SENSITIVE, AND LOCATIONS OUTSIDE THESE AREAS MAY BE ARCHAEOLOGICALLY SENSITIVE.

0 0.1 Miles

SOURCE: CITY OF NEWBURGH 2023; ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023; SHPO CRIS 2024

BROWNFIELDS & UNDERUTILIZED PROPERTIES

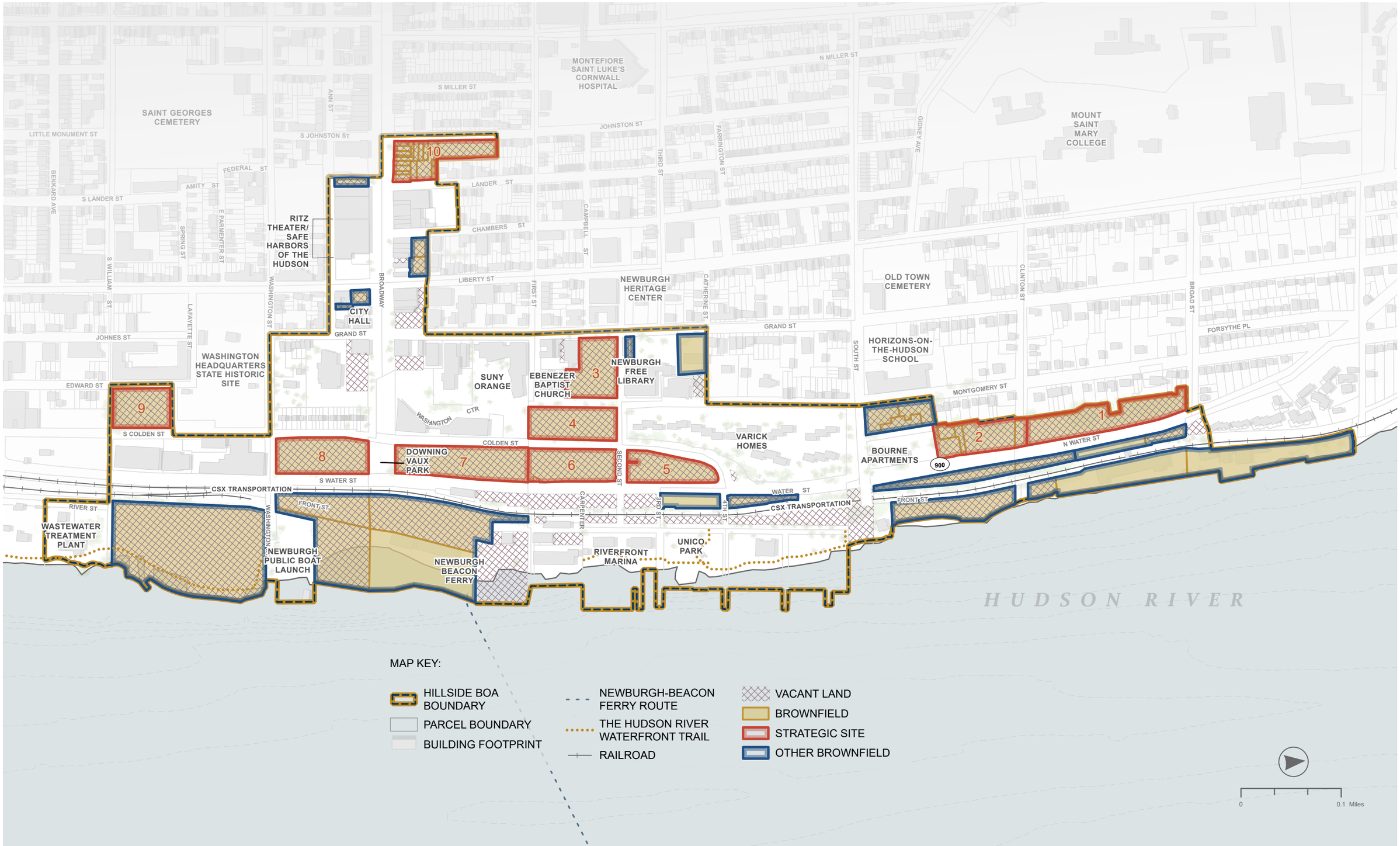
NEWBURGH HILLSIDE BROWNFIELD OPPORTUNITY AREA (BOA)

MAP KEY:

- HILLSIDE BOA BOUNDARY
- PARCEL BOUNDARY
- BUILDING FOOTPRINT
- NEWBURGH-BEACON FERRY ROUTE
- THE HUDSON RIVER WATERFRONT TRAIL
- RAILROAD
- BROWNFIELD
- STRATEGIC SITE
- OTHER BROWNFIELD

0 0.1 Miles

SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023



SOURCE: ORANGE COUNTY PLANNING, 2023; NYSGIS CLEARINGHOUSE 2023; ESRI 2023; OPENSTREETMAP CONTRIBUTERS 2023

RESOLUTION NO.: 119 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SIMPLE DESIGN STUDIO – ARCHITECTS, P.C. TO PROVIDE HISTORICAL PRESERVATION RESEARCH SERVICES IN CONNECTION WITH THE NATIONAL PARK SERVICE AFRICAN AMERICAN CIVIL RIGHTS PROGRAM GRANT AND ORAL HISTORY PROJECT

WHEREAS, by Resolution No. 303-2020 of December 14, 2020, the City Council authorized the City Manager to apply for and accept if awarded a National Park Service African American Civil Rights Program ("NPS AACR Program") grant; and

WHEREAS, the City was awarded funds from the NPS AACR Program grant; and

WHEREAS, the objective of the grant is for local governments or not-for-profit entities to complete a project that documents, interprets, and/or preserves the sites and stories of the full history of the African American struggle to gain equal rights; and

WHEREAS, the City has received a proposal from Simple Design Studio – Architects, P.C. to provide historical preservation services in connection with the NPS AACR Program grant and oral history project; and

WHEREAS, funding for this project will derive from budget line CG.8030.0455.4400.2023; and

WHEREAS, this Council has reviewed proposal from Simple Design Studio – Architects, P.C. annexed hereto, and finds that entering into contract for the historical preservation services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Simple Design Studio – Architects, P.C. to provide historical preservation services in connection with the National Park Service African American Civil Rights Program grant and oral history project.

SUBGRANTEE AGREEMENT
NATIONAL PARK SERVICE AFRICAN AMERICAN CIVIL RIGHTS GRANT

This subgrantee agreement ("Agreement"), by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and Simple Design Studio – Architects, P.C. whose principal place of business at 347 Fifth Avenue, Suite 1402-499, New York, New York ("Sub-grantee"), is made this dated as of _____, 2025, as follows:

RECITALS

A. The City received an award of funds from the National Parks Service (referred to herein as "Grantor") African American Civil Rights ("AACR") program.

B. The City has been duly designated to carry out activities authorized by the terms of the Grantor and the AACR program, one such activity being to translate research findings into an update of the East End Historic District as primary objective to the African American Civil Rights Oral History Project..

C. Sub-grantee has applied to work with the City in an effort to perform the services contained in paragraph B above, in a manner more specifically set forth in **Exhibit A**, attached hereto and made a part of this Agreement. In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

D. Sub-grantee has also submitted a reasonable budget to perform the services contained in paragraph B above, also more specifically set forth in **Exhibit B**.

E. In addition to the terms and conditions in this Agreement, Sub-grantee has agreed to additional terms and conditions as required by the Grantor, more specifically set forth in **Exhibit C**, attached hereto and made a part of this Agreement.

F. The City has identified Sub-grantees as competent, willing, and able to assist the City in performing the services contained in paragraph B, above, and now wishes to engage Sub-grantees to carry out the objectives of the AACR program as stated in the Grant Agreement with the Grantor.

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

ARTICLE I SPECIFIC TERMS OF AGREEMENT

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

2. Sub-grantees shall be solely responsible for securing goods, services, and any other accommodations necessary to provide the work product contemplated herein.

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3. As consideration for the work product provided, and after the work product has been provided to the City, the City shall pay Subrecipients a sum not to exceed **Ten Thousand 00/l00 dollars ($10,000.00)**, said sum being a part of grant award to the City by Grantor.

ARTICLE II PAYMENT

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

2. Total payment under this Contract shall not exceed **Ten Thousand 00/l00 dollars ($10,000.00)** as payment for all eligible services incurred by Sub-grantees.

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

ARTICLE III METHOD OF PAYMENT

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

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

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

4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date **commensurate of the project period specifically set forth in Schedule C**. The final statement of costs shall constitute Sub-grantees' final financial report.

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

ARTICLE IV TERMINATION

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

If to City:

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

If to Sub-grantees:

Simple Design Studio – Architects, P.C.
347 Fifth Avenue, Suite 1402-499
New York, NY 10016_____

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

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

ARTICLE V NO ASSIGNMENT

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

ARTICLE VI BOOKS AND RECORDS; REPORTS

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

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

ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Sub-grantees, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Sub-grantees shall hold all such Confidential Information in confidence and not disclose or make it available to third parties

DRAFT

without the City's written permission. Sub-grantee agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:

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

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

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

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

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

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

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

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

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

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

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XII REPRESENTATIONS AND RESPONSIBILITIES OF SUBGRANTEES

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

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

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

4. Subgrantee shall be responsible for the professional quality, technical accuracy, and the coordination of al reports, designs, drawings, specifications and other services furnished by the Subgrantee under this Agreement. The Subgrantee shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services as determined by the City.
5. Neither the City's review, approval or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Subgrantee shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Subgrantee's negligent performance or breach of contract of any of the services furnished under this Agreement.
6. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.
7.

ARTICLE XIII EQUAL EMPLOYMENT OPPORTUNITY

DRAFT

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

2. Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
3. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE XIV FACILITIES AND PERSONNEL

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

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

ARTICLE XV INDEMNIFICATION

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

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

3. Sub-grantee shall procure and maintain at its own expense until final completion of this Agreement, insurance which must name the City of Newburgh, named insured for liability for

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damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

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

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

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

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

SECTION XVI OWNERSHIP AND USE OF DOCUMENTS

1. Subgrantee shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

2. All technical data related to this Agreement that exists in the offices of the City or in the offices of the Subgrantee shall be made available to the other party to this Agreement upon written request and without expense to such other party.

3. Subgrantee agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement, whether in draft or final form, shall become the property of the City. The City shall have access, during regular business hours, to inspect and obtain copies of notes, designs, drawings, specifications, electronic files, calculations, and other technical data pertaining to the services performed under this Agreement.

4. The City reserves the right to use documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

5. At the time of completion of the services, the Subgrantee shall make available to the City all survey notes, computations, maps, tracings, original aerial film and photo indices if any,

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and all other documents and data pertaining to the services or to the project which material at all times shall be the property of the City. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Subgrantee shall make available to the City all the aforementioned data and materials. All original tracings of maps and other engineering data furnished to the City by the Subgrantee shall bear thereon the endorsement of the Subgrantee. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only by the City, unless disclosure is otherwise required by law.

6. Subgrantee agrees that if patentable discoveries or inventions should result from services described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Subgrantee agrees to, and does hereby grant, to the City, the State of New York, and the Federal Government, a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world, all in accordance with the provisions of 48 CFR 1-27.

SECTION XVII NOTICES

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

   If to City:

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

   If to Sub-grantees:

   Simple Design Studio – Architects, P.C.
   347 Fifth Avenue, Suite 1402-499
   New York, New York 10016

SECTION XVIII MISCELLANEOUS

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

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

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

4. Subrecipient has read, acknowledged, and agreed to the terms in this Agreement, and any exhibits annexed hereto, which are all incorporated by reference. Should any term(s) in the

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main body of this Agreement be inconsistent with any term(s) required by Grantor, the term(s) required by Grantor shall control and prevail.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
[Signature page to follow]

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 SIMPLE DESIGN STUDIO-ARCHITECTS, P.C.

By: _____
Name: Tiffany Simple, AIA
Title: Principal

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

On this ____ day of _____, in the year 2025, 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 _____)

On this ____ day of _____, in the year 2025, before me personally appeared Tiffany Simple 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

EXHIBIT A

DRAFT

Scope of Services: Historical Preservationist

Objectives:

To provide historic preservation consultant services to translate research findings into an update of the East End Historic District as primary objective to the African American Civil Rights Oral History Project.

Background:

The African American Oral History Project asks for individuals to share their stories, and for community interviewees to document those experiences. The Project, funded through the United States Department of Interior's African American Civil Rights grant program, will center the legacy of the City's African American community in the East End Historic District (EEHD) to ensure historic preservation efforts prioritize cultural significance and community preservation alongside architectural integrity. The collected stories will spotlight the destabilizing effects of 20th century government-led segregation strategies in and around the EEHD, including urban renewal, housing discrimination, anti-Black lending practices, suburbanization, and white flight.

The Historic Preservationist, under the guidance of the Historical Consultant – Research Lead, will prepare the National Register Nomination Form (10-900) and all registration requirements as per National Register Bulletin 16:A: How to Complete the National Register Form including tasks not limited to the following:

- Convert data from the oral histories and archival research into an update of the Local Landmark and National Register.
- Nominate at least one site and/or amend existing historic district nominations to the National Register of Historic Places.
- Select ten sites for the installation of historic markers to increase representation of the African American community and history in Newburgh.
- Assist compliance of oral histories project to the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology, in addition to best practices as identified by the Oral History Association and the American Folklife Center of the Library of Congress.
- Conduct research in the records of the Newburgh Urban Renewal Agency and other relevant archival collections pursuant to research and survey the historic district as per the National Register Bulletin 15: How to apply the National Register Criteria for Evaluation.
- Collect economic and demographic data.
- Organize training for the Architectural Review Commission (ARC) to review current laws and guide through the updating process.
- Assist educational consultant for future curriculum development.
- Draft documentation and public information as needed.
- Draft proposal of the text of the historic markers to National Parks Services.
- Draft a written oral history report including but not limited to SF-428B Tangible Personal Property Report.
- Assist the City of Newburgh with other duties that may be reasonably requested related to

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the African American Civil Rights grant program.

Timeline and Vendor Proposal:
Attached and incorporated herein.

Week 1 – 4	Task 1: Existing Documentation Review
Week 4 – 8	Task 2: Interpretive Content Development
Week 8 – 10	Task 3: Nomination Amendment
Week 10 – 12	Task 4: Marker Site
Total Project Timeline:	12 Weeks

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EXHIBIT B

FEES AND EXPENSES

Compensation:

The Sub-Grantee will be compensated at a total cost not to exceed $10,000.

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MARCH 18 2025

NEWBURGH EAST END HISTORIC DISTRICT AMENDMENT

City of Newburgh
83 Broadway
Newburgh, NY 12550

SIMPLE DESIGN STUDIO-ARCHITECTS, P.C.
347 FIFTH AVENUE | SUITE 1402-499
NEW YORK, NEW YORK
917.737.1751

Attn: Alexandra Church
Director of Planning and Development
City of Newburgh
83 Broadway
Newburgh, NY 12550
achurch@cityofnewburgh-ny.gov

Tiffani Simple, AIA
Principal
Simple Design Studio-Architects
347 Fifth Avenue | Suite 1402-499
New York, New York
tsimple@simpledesignarch.com

In response to the request for a proposal, Simple Design Studio Architects, P.C. (SDS) is pleased to submit this proposal for historical architectural consulting services to update the East End Historic District to include African American history, with a focus on the impacts of urban renewal and the civil rights movement.

Per our conversation and the background information provided, we understand that the City of Newburgh seeks professional historic preservation assistance to update the current nomination of the East End Historic District with the New York State Historic Preservation Office (SHPO). This update is interpretive in nature and aims to incorporate African American history with no modifications to the physical boundaries of the historic district.

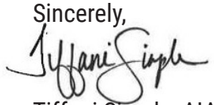
This work builds on Deliverable 1 of the current project, which included collecting oral histories from community elders and compiling a comprehensive research report detailing the experiences and contributions of Black Newburgh residents from the 19th century through the present. This foundational research will inform the interpretive nomination update.

SDS possesses extensive experience in historic preservation, cultural documentation, and community-based history. We specialize in inclusive narratives that reflect the lived experiences of historically underrepresented communities. We are well versed in all types of architectural surveys, historical context studies, assessments of significance and integrity, condition evaluations, and the development of preservation and conservation solutions and management plans, including historic structure reports, HABS documentation, and National Register nominations.

SDS has has assisted numerous clients in preserving and celebrating their cultural heritage. For example, SDS recently completed a project proposing boundary extension of the Kinderhook Village (NY) Historic District NRHP, which involved archival research, the mapping and surveying of 609 properties, and working with SHPO, historic societies, homeowners, and other stakeholders to include unrecognized narratives. Additionally, in Pittsburgh, SDS was appointed to assess the properties of the downtown's Cultural District, a 14-block arts-centered neighborhood that includes world-class theaters, art galleries, public parks, restaurants, and retail. This project involved assessing the condition of properties and recommending preservation treatments and opportunities for economic development.

In conclusion, SDS is deeply committed to the field of architecture and historic preservation, and we are eager to offer our services to the City of Newburgh to support their goals of expanding narratives of the East End Historic District. The enclosed document presents our scope of services, the design team's qualifications and our relevant capabilities. We appreciate the opportunity to submit a proposal for this project and welcome any questions that may arise following the review of our proposal.

Sincerely,



Tiffani Simple, AIA
Principal

SCOPE OF SERVICES

As outlined in the scope of services detailed below, SDS will complete background research, evaluation, an intensive level historic resource survey, and report as part of our professional services to complete a historic resource survey of the existing 1985 National Register District.

TASK 1 | EXISTING DOCUMENTATION REVIEW
- SDS will evaluate oral history summaries, documentation, and thematic narratives relating to African American life, urban renewal, and civil rights-era events in Newburgh.
- SDS will review the 1985 National Register nomination report and the current Cultural Resource Information System (CRIS) to review the existing included buildings and structures.

TASK 2 | INTERPRETIVE CONTENT DEVELOPMENT
- SDS will identify and contextualize key historical themes, individuals, locations, and movements relevant to African American history within the existing historic district.
- SDS will prepare interpretive narratives that align with SHPO requirements and the National Register of Historic Places guidelines for context updates.

TASK 3 | NOMINATION AMENDMENT
- Following the evaluation and survey, SDS will prepare a written report summarizing our findings and recommendations for the Historic District amendment.
- SDS will complete up to two (2) meetings with the City of Newburgh and SHPO to review the findings and summary report prior to proceeding with the full amendment.
- Upon agreement from the City of Newburgh and SHPO, SDS will prepare a full National Register of Historic Places Nomination Form (10-900) in accordance with the National Register Bulletin guidelines to amend the existing historic district nomination to include African American historical themes and sites identified in the oral histories and research..
- In addition, SDS will separately nominate a minimum of one (1) African American-associated site for individual listing.

TASK 4 | MARKER SITES
- Following the nomination amendment, SDS will collaborate with community members and stakeholders to select ten (10) sites for the installation of historic markers highlighting African American history in Newburgh. These sites will be selected from sites highlighted in the nomination amendment.
- SDS will prepare brief interpretive texts and documentation for each marker.

PROPOSED FEE

TASK 1 | EXISTING DOCUMENTATION REVIEW	$ 1,500.00
TASK 2 | INTERPRETIVE CONTENT DEVELOPMENT	$ 3,500.00
TASK 3 | NOMINATION AMENDMENT	$ 4,000.00
TASK 4 | MARKER SITES	$ 1,000.00
TOTAL PROJECT COST	**$ 10,000.00**

Based on the project intent outlined in our call, and drawing from our professional experience with historic district amendments, we estimate that the minimum budget for this work would be around $35,000. However, SDS is deeply committed to historic preservation, especially when updating surveys to include historically overlooked or minoritized narratives. To support this mission, we are willing to complete the scope of work as part of our Equity in Preservation Initiative for a Not-To-Exceed lump sum fee of $10,000, in alignment with the grant awarded by the National Park Service.

SDS HOURLY RATE CHART

Principal	$300.00
Senior Associate	$250.00
Associate	$200.00
Junior Associate	$175.00

TIMELINE

TASK 1 | EXISTING DOCUMENTATION REVIEW	WEEK 1 - 4
TASK 2 | INTERPRETIVE CONTENT DEVELOPMENT	WEEK 4 - 8
TASK 3 | NOMINATION AMENDMENT	WEEK 8 - 10
TASK 4 | MARKER SITES	WEEK 10 - 12
TOTAL PROJECT TIMELINE	**12 WEEKS**

EXCLUSIONS, ADDITIONAL SERVICES AND LIMITATIONS

EXCLUSIONS

- Condition assessment, forensic analysis, and/or structural analysis for stabilization or repairs.
- Construction Documents.
- Architectural Renderings.
- Material sampling and/or testing.

ADDITIONAL SERVICES

The following services are not included in SDS' Scope of Work, however our office would be pleased to submit a proposal for such services upon request by the Client. Services will be billed at the lump sum fees indicated below or hourly according to our current hourly rates.

- Geospatial Mapping of the Historic District: $5,000.00
- Interactive Mapping of African-American histories within the Historic District Amendment (highlighting the marker sites and new individual building nominations): $7,500
- Individual Building Nominations (exceeding the one (1) included in the base scope): Hourly or agreed lump sum

LIMITATIONS

The review and analysis of oral histories will be limited to the materials provided in Deliverable 1. No additional oral history interviews will be conducted as part of this scope. The analysis will focus on interpretive application and compliance review rather than a comprehensive re-evaluation or re-transcription of source interviews.

All work will be completed in accordance with our Terms and Conditions for Professional Services, to be provided upon full contract agreement.

Appendices

https://www.preservenys.org/blog/rupco-east-end-ii

INTRODUCTION TO SIMPLE DESIGN STUDIO-ARCHITECTS

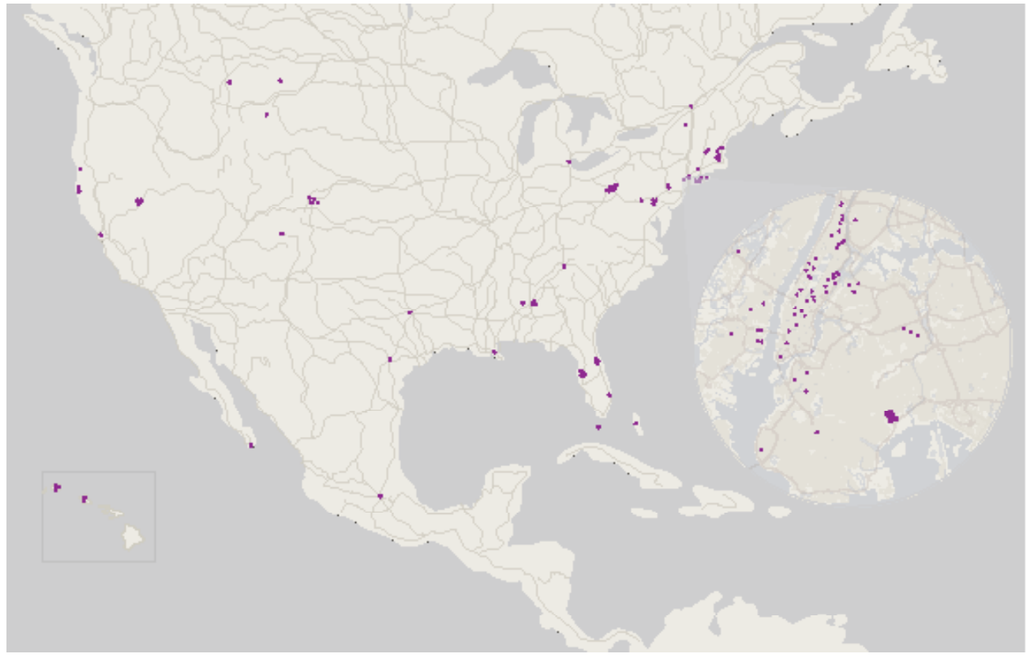
Simple Design Studio-Architects, P.C. (SDS) is an architectural firm specializing in the preservation, adaptive reuse, repair and rehabilitation of existing buildings and sites. We pride ourselves on our ability to problem-solve and design and preserve the built environment with innovative methods that engage all narratives for project-specific approaches. We are a certified Minority/Women-Owned Business Enterprise, and we consistently advocate for a more inclusive and diverse profession. We are involved in local and world-wide communities and organizations to donate our time, energy and resources where needed.

We have a range of clients including private, commercial, multi-residential, non-profit, institutional, and governmental. SDS acts as the prime consultant for the majority of our work and we also work as a sub-consultant for larger firms on nationwide projects. SDS is structured to provide the thoroughness and technical expertise of a large firm with the collaboration and personal approach of a small firm.

SDS personnel have extensive experience in historic preservation and most of our projects are centered around existing structures. Our work typically includes historic preservation, preservation planning, condition surveys, investigation of building or building component deterioration, exterior envelope repair design and construction administration.

We are well-versed with working within federal, state, and local preservation guidelines and standards, including the Secretary of the Interior's Standards for the Treatment of Historic Properties. SDS regularly completes historic preservation documents such as Historic Structure Reports, HABS/HAER documentation, National Register nominations, and historic district surveys involving architectural history, preservation, and architecture.

PROJECT MAP



SERVICES

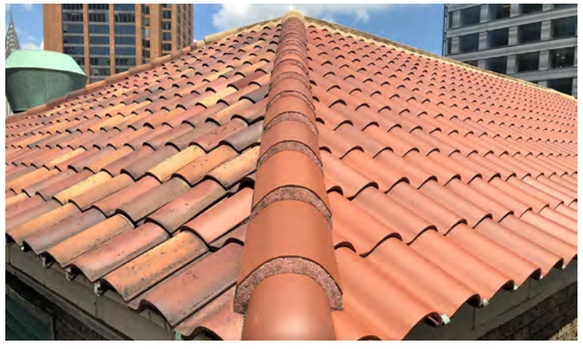
HISTORIC PRESERVATION



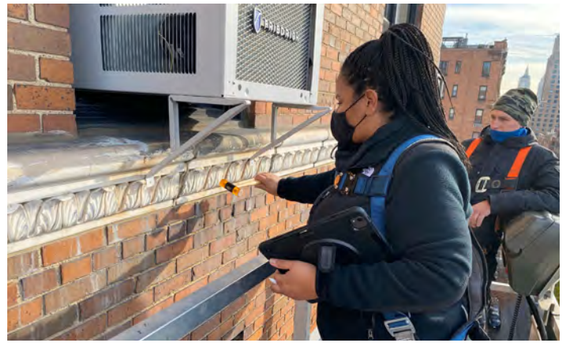
PRESERVATION PLANNING



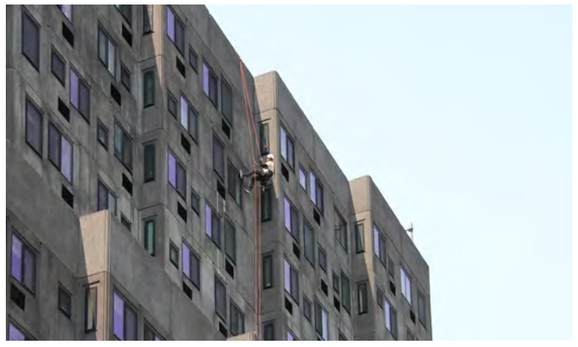
REPAIR + REHABILITATION



FACADE ORDINANCE



INDUSTRIAL ROPE ACCESS



DUE DILIGENCE



ADAPTIVE REUSE



NON-DESTRUCTIVE EVALUATION



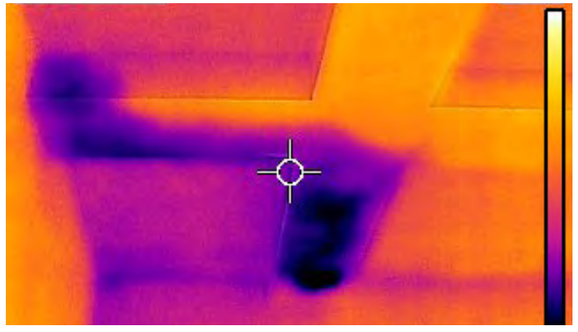
EXPERIENCE

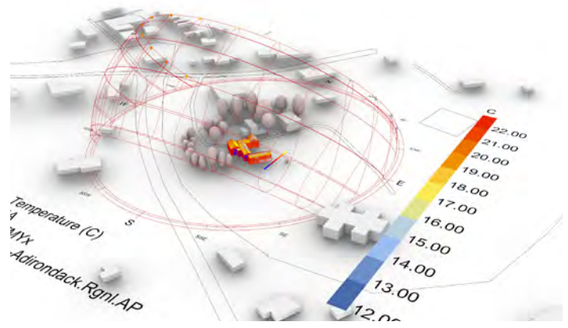
RESEARCH AND CONDITION ASSESSMENTS





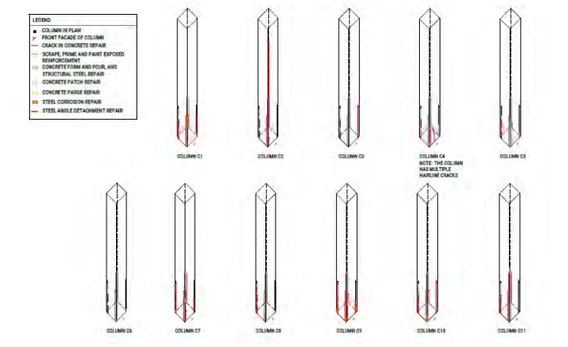
ANALYSIS AND DESIGN DEVELOPMENT





CONSTRUCTION DOCUMENTS





COMMUNITY ENGAGEMENT







Education
University of Pennsylvania,
Master of Science in Historic Preservation

Rensselaer Polytechnic Institute,
Bachelor of Architecture

Certifications
Registered Architect

Qualified Exterior Wall Inspector (QEWI)

Professional Affiliations
Association for Preservation Technology (APT) Board Member

National Trust for Historic Preservation

American Institute of Architects (AIA)

National Organization of Minority Architects (NOMA)

International Council on Monuments and Sites

TIFFANI SIMPLE, AIA
PRINCIPAL

Tiffani Simple is the Principal of Simple Design Studio-Architects, P.C. Her education and experience in both architecture and historic preservation guide her with a unique and mindful approach to each project. Tiffani has a passion for solving problems within the built environment and has managed a variety of projects ranging from historic structure reports and condition surveys to the design and implementation of repairs. Tiffani is a Registered Architect in the State of New York and New Jersey and is a Qualified Exterior Wall Inspector (QEWI). She is experienced with a variety of construction typologies, building materials, and finishes. Tiffani is an active member in several professional organizations including the Association of Preservation Technology (APT), the National Organization of Minority Architects (NOMA), and the International Council on Monuments and Sites (ICOMOS). As a minority female architect in preservation, she is dedicated to advocating towards a more inclusive industry. She is a co-chair of APT's Inclusion Advocacy Committee and is part of several advocacy organizations within the design industry.

Relevant Experience

685 Fifth Avenue Adaptive Reuse
New York, New York

26 Beaver Street Exterior Envelope Repairs
New York, New York

33 Riverside Drive Exterior Envelope Repairs
New York, New York

35 Mt. Morris Park West Exterior Envelope Repairs
New York, New York

Alabama Civil Rights Sites
Alabama

Pittsburgh Cultural Sites
Pittsburgh, Pennsylvania

Kinderhook Historic District Amendment
Kinderhook, New York

Hotel Portfolio Condition Assessment
Lyndhurst, New Jersey

Multifamily Residential Condition Assessment
Jersey City, New Jersey



Education
University of Pennsylvania,
Master of Science in Historic Preservation

University of Buffalo, Bachelor of Architecture

Certifications
ITC Infrared Level 1 Thermographer

Professional Affiliations
Professional Engineer

JOSEPH TORRES
SENIOR ASSOCIATE

Joseph specializes in historical research, employing analog and digital documentation methods, and material conservation. His expertise extends to multiple modes of documentation and nondestructive testing, ensuring a comprehensive approach. Joseph has comprehensive experience working with historical cultural properties including conservation work of Ancestral Puebloan architecture throughout the Southwest United States, documentation and restorative work on National Registered masonry and wooden structures in Montana and Yellowstone National Park, and facade investigation on Prewar-to-Modern structures in New York City. Joseph was part of a preservation team in partnership with the Architectural Conservation Laboratory that received the Vernacular Architecture Forum Paul E. Buchanan Award for HABS documentation and recording of the National Registered Western Clay Manufacturing Co.

Relevant Experience

New Life Fellowship Church Restoration*
Queens, New York

685 Fifth Avenue Adaptive Reuse
New York, New York

26 Beaver Street Exterior Envelope Repairs
New York, New York

33 Riverside Drive Exterior Envelope Repairs
New York, New York

110 Central Park South Facade Repairs
New York, New York

Spring Creek Towers FISP Repairs
Brooklyn, New York

Parker Towers FISP Repairs
Queens, New York

531 Vanderbilt Avenue FISP Repairs
Brooklyn, New York

Pittsburgh Cultural Sites
Pittsburgh, Pennsylvania

Kinderhook Historic District Amendment
Kinderhook, New York

**experience at prior company*



Education
Cornell University, Master of Arts in Historic Preservation Planning

Priyadarshini Institute of Architecture and Design Studies, Bachelor Architecture

Professional Affiliations
Association for Preservation Technology (APT) Board Member

Docomomo International

Indian National Trust for Art & Cultural Heritage

International Council on Monuments and Sites

RITIKA JHARIA
ASSOCIATE

Ritika is a preservation architect from India with 14 years of professional practice in the field of architecture and historic preservation in conserving 19th-century and 20th-century historic buildings. She has worked in public, private, and non-profit sectors, and developed and managed preservation projects in varied scales and typologies such as corporate, institutional, educational, and residential. Her education and professional experience equip her to manage multi-disciplinary teams to make historic properties relevant to contemporary needs, aiming for long-term sustainability, while ensuring the historic significance of the properties is retained. Through her advocacy and volunteering work with ICOMOS, APTI and other non-profits, Ritika focuses on developing objective preservation policies and strategies to create awareness for heritage buildings. She was part of a preservation team in India that won two UNESCO Asia-Pacific awards. She contributed to ICOMOS's HERITAGE AT RISK World Report 2016-2019 on Monuments and Sites in Danger as an author of the case "Victorian Gothic and Art Deco Ensembles of Mumbai and its Esplanade Mansion" published in 2020.

Relevant Experience

Rajabai Clock Tower and University of Mumbai Library Restoration*
Mumbai, India

Bombay House Restoration*
Mumbai, India

33 Riverside Drive Exterior Envelope Repairs
New York, New York

Parker Towers FISP Repairs
Queens, New York

110 Central Park South Facade Repairs
New York, New York

Spring Creek Towers FISP Repairs
Brooklyn, New York

531 Vanderbilt Avenue FISP Repairs
Brooklyn, New York

Kinderhook Historic District Amendment
Kinderhook, New York

**experience at prior company*



Education
University of Wisconsin-Milwaukee, Masters in Architecture

Himalaya College of Engineering Bachelors Degree in Architecture

SAHARA KC
JUNIOR ASSOCIATE

Sahara is an architectural associate from Nepal with 5 years of experience. After completing her Bachelors degree, she worked as a full time faculty member at the Department of Architecture in Himalaya College of Engineering. Sahara also founded her own architectural firm in Nepal where she focused on mountain-based sustainable design practices working with private and government clients, prior to relocating to the United States and pursuing her masters degree. Sahara has been exposed to numerous projects throughout her professional journey from rugged mountains and delicate landscape of Nepal to several pre-war restoration projects in New Jersey and New York City. Sahara has a specialized focus on ecological design, emphasizing adaptive reuse, cross-laminated timber, net-zero homes, passive house design and facade restoration. Her skills, honed in diverse terrains and refined through academic pursuits, position her as a catalyst for innovation and responsible design in architectural preservation.

Relevant Experience

Aronow Theater Restoration*
New York, New York

National Savings Back Adaptive Reuse*
Albany, New York

East Side High School Exterior Envelope Repairs*
Newark, New Jersey

35 Mt. Morris Park West Exterior Envelope Repairs
New York, New York

286 Union Avenue Exterior Envelope Repairs
Brooklyn, New York

531 Vanderbilt Avenue FISP Repairs
Brooklyn, New York

61 Oliver Street FISP Repairs
Brooklyn, New York

Kinderhook Historic District Amendment
Kinderhook, New York

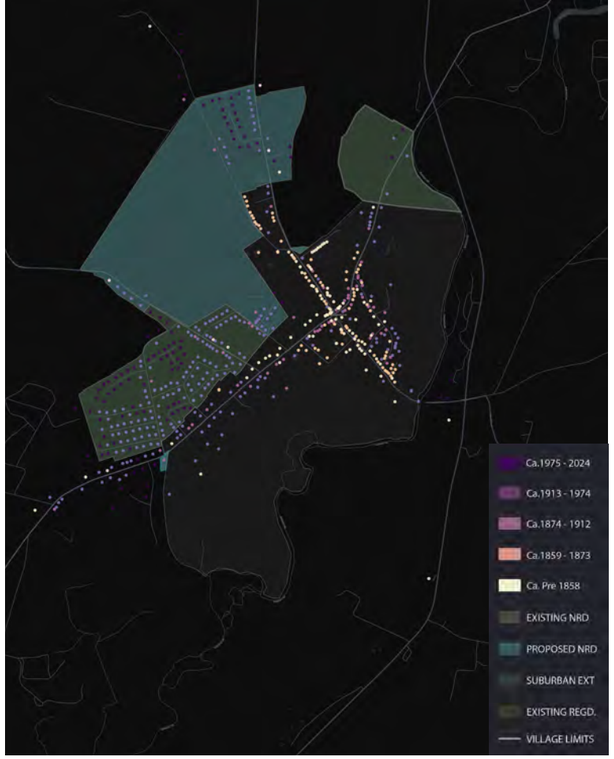
**experience at prior company*

KINDERHOOK HISTORIC DISTRICT
KINDERHOOK, NEW YORK

SDS was selected through a competitive RFP process to conduct a reconnaissance-level architectural survey of the Kinderhook Village Historic District, with the primary objective of reviewing the 1974 National Register nomination and proposing amendments to reflect the district's evolving historical narrative. The project involved comprehensive background research, significance criteria evaluation, and an intensive field survey of over 600 properties within and adjacent to the existing district boundaries, exploring potential expansions to include previously undocumented resources.

To execute the project, SDS employed methodologies aligned with the New York State Historic Preservation Office's (NYSHPO) Guidelines for Architectural Survey, ensuring consistency with recognized standards for historical resource documentation. Historical data was gathered through archival research and field visits, then organized into an Excel database and integrated into a cloud-based geospatial data analysis tool. This platform facilitated real-time data sharing, interactive analysis, and visualization of historical patterns based on construction dates, property conditions, and geographic distribution.

The outcome of SDS' work in Kinderhook was a comprehensive survey summary report, which highlighted historical narratives omitted from the original nomination which was based primarily on architectural significance. The report provided providing actionable recommendations for the historic district's amendment centered on persons of signficance from the area and African-American history within the development of the district.





KINDERHOOK
MAP -1858

2024



SCOPE OF SERVICES
Preservation Planning

CLIENT
Village of Kinderhook

PITTSBURGH CULTURAL SITES
PITTSBURGH, PENNSYLVANIA

The Pittsburgh Cultural Trust (PCT), established in 1984, is a nonprofit arts organization dedicated to revitalizing Pittsburgh's 14-block Cultural District. Managing over one million square feet of property, including historic theaters, performance venues, public art installations, urban parks, and riverfront spaces, PCT has significantly contributed to the city's development.

SDS conducted condition assessments of 16 buildings within the Trust's portfolio, spanning architectural styles from 1890 to the present, including masonry, stucco, metals, and curtain walls. The buildings ranged from fully-occupied to being abandoned for several years and left exposed to the elements. Our process involved historical research, collaboration with property management teams, and diagnostic evaluations to determine the current condition of each structure.

We delivered prioritized 10-year maintenance plans for each building with repair recommendations and cost estimates to guide PCT's preservation efforts. Our assessment not only ensured the structural integrity of these culturally significant assets but also provided a roadmap for their preservation.

In addition to proposed preservation treatments, SDS also made recommendations for the the reuse of structures for tourism and economic redevelopment by analyzing the city's needs, building needs, and community needs.







SCOPE OF SERVICES
Condition Assessments
Preservation Planning

CLIENT
Pittsburgh Cultural Trust

CIVIL RIGHTS SITES
ALABAMA

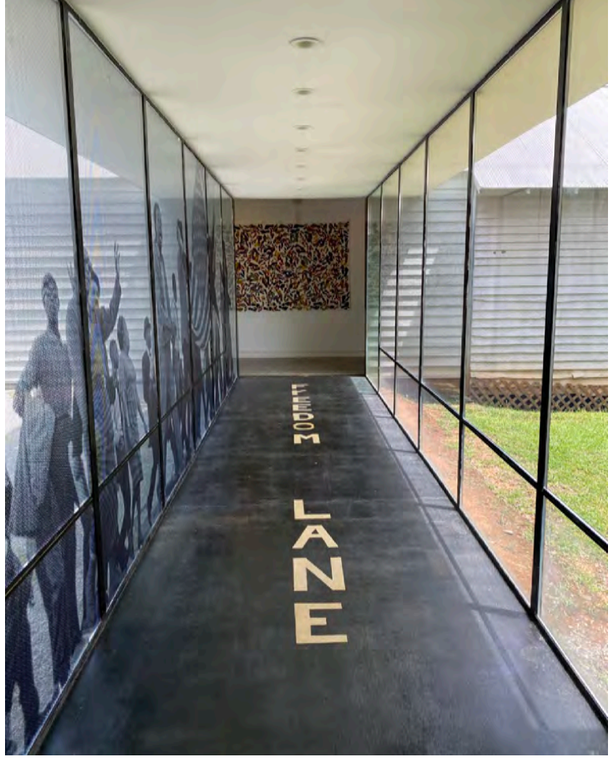
SDS collaborated with the Center for the Preservation of Civil Rights Sites, the Alabama African American Civil Rights Heritage Sites Consortium, and Tuskegee University. Together, the collabrators focused on conducting condition assessments and community engagement initiatives to evaluate Alabama civil rights sites.

SDS, along with the collaborative team previously described, prepared a comprehensive assessment for the sustainable management of Black heritage sites associated with civil rights histories. The assessment evaluated the physical conditions of buildings, infrastructure, and landscapes and documented any signs of deterioration, wear, or potential threats. Simultaneously, a quick assessment model that could easily be replicated was developed. This model serves as a valuable tool that can be adopted by other heritage sites and organizations facing similar challenges. By streamlining the assessment process, the assessment model enables efficient identification and prioritization of needs for sustainable site management. Its replicability ensures that this successful approach can be shared and applied widely, contributing to preserving and effectively managing heritage sites beyond the scope of the Alabama Civil Rights Project.

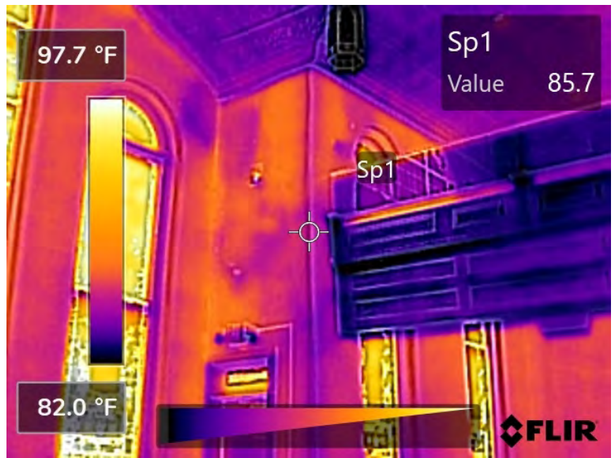
Aligned with the City of Newburgh's intent, our work with the Consortium emphasized inclusive representation and a focus on underrepresented communities; boosting public awareness and engagement. SDS is committed to applying these proven methodologies in Newburgh by collaborating with local stakeholders to accurately document and preserve the East End historic district's diverse histories. Our collaborative, research-driven approach and extensive experience in long-term preservation position us as a highly qualified partner in Newburgh's efforts to honor its historical legacy while fostering inclusive, sustainable urban development.

SCOPE OF SERVICES
Community Engagement
Condition Assessments
Preservation Planning

CLIENT
Alabama African American Civil Rights Heritage Sites Consortium







CONTACT INFORMATION

917.737.1751
info@simpledesignarch.com
347 Fifth Avenue | Suite 1402-499
New York, New York 10016
www.simpledesignarch.com
@simpledesignstudio-architects

For more assets and information, scan here

RESOLUTION NO.: 120 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES ORDER WITH ADP, INC. FOR TIMECLOCK REPLACEMENT AND RELATED SERVICES AT THE CURRENT ANNUAL COST OF $18,475.20

WHEREAS, by Resolution No. 202-2010, the City Council approved a contract with ADP, Inc. for payroll, tax filing, self-service benefits administration and other data processing services; and

WHEREAS, ADP, Inc. has notified the City of intent to retire it legacy timeclock equipment and technology and the City received a proposal from ADP, Inc. for timeclock replacement equipment and newer technology at the current annual cost of $18,475.20; and

WHEREAS, funding for the installation and support of the new equipment and services shall be derived from A.1315.0448.0001 – Other Services – ADP; and

WHEREAS, this Council has reviewed the attached service order and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with ADP, Inc. for timeclock replacement and related services at the current annual cost of $18,475.20.

Company Information

City Of Newburgh
83 Broadway
Newburgh, NY 12550-5617
United States

Executive Contact

Amanda Scott-Aquino
Primary
ascott@cityofnewburgh-ny.gov
(845) 569-7317

INVESTMENT SUMMARY

Employees	Implementation	Total Annual
50	$0.00	$18,475.20

Expiration
5/25/2025

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

> "Easy to onboard new staff and very user-friendly for new and current staff to navigate and use. The App makes it even easier to have all your information in one easy spot. Making employees more responsible for their own information - saves time on HR and payroll departments to make simple changes employees can manage on their own. "
>
> —Teresa Stivala, SHRM-CP
> VP of Human Resources, In Flight, Inc.

ADP Sales Associate

Stephen Baum
MAS WFM Specialist DM
steve.baum@adp.com
(973) 615-9814



Amanda Scott-Aquino
Primary
City Of Newburgh
83 Broadway
Newburgh, NY 12550-5617
United States

Sales Order

April 28 2025 | Quote #02-2025-246705

Recurring Fees and Considerations

Number of Employees: 50 on City Of Newburgh , Company Code FH0

Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
InTouch DX Bar Code Clock	9			$151.07	$1,359.60	$16,315.20
InTouch DX QuickPunch Plus Option	9			$20.00	$180.00	$2,160.00

Total Annual Investment **$18,475.20**

Other Considerations

Implementation				Total

Important Project and Billing Information

Other
ADP Fees for service frequency and method will follow that of the parent company code. ADP will send all invoices to ascott@cityofnewburgh-ny.gov
Expiration Date: 5/25/2025

Summary

Estimated Annual Net Investment: $18,475.20 Total Net Implementation: $0.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.		Client: City Of Newburgh	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Thank you for your consideration

Annex A: General Terms and Conditions

1 Definitions

1.1 **“ADP”** has the meaning set forth on the cover page.

1.2 **“ADP Application Programs”** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.3 **“ADP Workforce Now”** means ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

1.4 **“Affiliate”** means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, “control” (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client’s Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.5 **“Agreement”** means this ADP Workforce Now - Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, the Sales Order(s), all exhibits, annexes, addendum, appendices and schedules, and each amendment, if any.

1.6 **“API”** means application programming interface.

1.7 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.8 **“Client”** has the meaning set forth on the cover page.

1.9 **“Client Content”** means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.

1.10 **“Client Group”** means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.

1.11 **“Client Infringement Event”** means (i) any change, or enhancement, or use of, the Services made by Client or a third party on behalf of Client other than at the direction of, or as approved by, ADP, or (ii) Client's failure to use the most current release or version of such computer software programs included in the ADP Application Programs, or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.12 **“Confidential Information”** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.13 **“Data Security Breach”** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.

1.14 **“Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.15 **“Effective Date”** has the meaning set forth on the cover page.

1.16 **"General Terms and Conditions"** means the terms and conditions contained in this Annex A.

1.17 **“Go-Live Date”** means the date of commencement of the first live processing of any given Service.

1.18 **"Gross Negligence"** has the meaning set forth in Section 7.3.1.

1.19 "**Implementation Services**" means the Services to be performed in order to commence ongoing Services.

1.20 **"Improvements"** has the meaning set forth in Section 5.4.

1.21 **“Indemnitees”** has the meaning set forth in Section 6.3.

1.22 **“Indemnitor”** has the meaning set forth in Section 6.3.

1.23 **"Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.24 **"Internal Business Purposes"** means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.25 **“NACHA"** means the National Automated Clearing House Association.

1.26 **“Payee”** means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.

1.27 **“Payment Services”** means any Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.

1.28 **“Personal Data”** means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.29 **“Sales Order(s)”** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.

1.30 **“Services”** means the services listed in any Sales Order (including implementation services related thereto and ADP Application Programs), and such other services as the parties may agree to be performed from time to time.

1.31 **"SOC 1 Reports"** means any routine Service Organization Control 1 reports.

1.32 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

1.33 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.34 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services. In the event a Client migrates from any other ADP service or platform, Client consents to ADP transferring Client data from such platform to ADP Workforce Now.

2.3 **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

2.6 **Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

3.1 **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2 **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3 **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4 **Data Privacy Appendix.** The Data Privacy Appendix is attached as an appendix to this Agreement.

4 Confidentiality

4.1 **General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing

party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 **Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 **ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 **Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 **Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively **"Improvements"**) if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

6.1 **ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2 **Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

6.3 **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the **"Indemnitee"**) shall promptly notify the indemnifying party (the **"Indemnitor"**) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

7.1 **Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the **"Ordinary Cap"**).

7.2 **Extraordinary Cap**. As an exception to Section 7.1, if damages arise from a breach of Section 4.1, Section 9.3, or Section 9.4, the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year for all Services.

7.3 **Matters not Subject to Either Cap.** The foregoing limits on liability shall not apply to the following:

7.3.1 Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;

7.3.2 The infringement indemnity set forth in Sections 6.1 and 6.2;

7.3.3 Client's obligations to pay the fees for Services;

7.3.4 ADP's obligations to provide credit monitoring as set forth in Section 10.2;

7.3.5 Client's funding obligations in connection with the Payment Services;

7.3.6 Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.7 In connection with the ADP Employment Tax Services set forth in Annex B, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.7 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP; and

7.3.8 Client's biometrics indemnity set forth in Annex C.

7.4 **Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.

7.5 **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's Gross Negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimers

8.1 **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

9.1 **Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any SOC 1 Reports (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 **Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, including the ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4 **Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to the Services, including the ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

10.1 **Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2 **Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 Payment Terms

11.1 **Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

11.2 **Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.

11.3 **Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if (i) this Agreement or any Service is terminated after Implementation Services have started but before the applicable Go-Live Date or (ii) Client fails to reasonably cooperate with ADP in connection with the Implementation Services such that ADP is unable to complete such Implementation Services, then ADP may terminate this Agreement or any Service upon written notice to Client and, in each case, thirty percent (30%) of the total non-discounted implementation fees set forth in the Sales Order shall be immediately due and payable by Client.

11.4 **Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.

11.5 **Currency.** Client shall pay the fees in US dollars.

11.6 **Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

11.7 **Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.

11.8 **Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently $10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

11.9 **Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a **"Change Control Item"**), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to

be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

12.1 **Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in any Annex herein).

12.2 **Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

12.3 **Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

13 Post Termination.

13.1 **Post Termination.** At any time prior to the termination of Client's access to the ADP Application Programs, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Under no circumstances will ADP be required to provide any third party with access to the ADP Application Programs, ADP's intellectual property or any Confidential Information of ADP.

13.2 **Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any Services.

14 Additional Terms. In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

14.1 **ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:

14.1.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review, the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.2 **ADP Marketplace and Use of ADP APIs.** ADP Marketplace enables Client to build applications and/or purchase available applications via an online store and provides access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 **Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.2.2 **Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.3 **Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

15.1 **Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 **Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 **Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 **Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 **No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 **Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 **Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9 **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.10 **Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.11 **Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.12 **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

15.13 **Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15.14 **Communications to U.S. Based Employees.** Client agrees that ADP may use Client’s U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days’ prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP

15.15 **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.16 **Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel.

15.17 **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf, provided, however, that the relevant definitions (or equivalent terms) under Applicable Law will supersede both the Agreement and ADP Privacy Glossary terms in the event of a conflict.

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law, including obtaining any needed consent from Client Employees, where applicable; and (c) Client has and will maintain authority to provide such data under Applicable Law.

2. ADP Obligations. Client is disclosing Client Personal Data to ADP, as a Data Processor (or equivalent term under Applicable Law), only for the limited and specified business purposes as set forth in the Agreement, associated statements of work and/or any subsequent amendments. ADP will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of ADP's direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from ADP's own interaction with a consumer, except as permitted under Applicable Law. ADP will provide the same level of privacy protection for Client Personal Data as required of Client under Applicable Law. ADP has the right to Process Client Personal Data in order to comply with ADP's legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.
ADP employees, contingent workers and Subprocessors are authorized to Process Client Personal Data to the extent necessary to provide the Services and as permitted under the Agreement and by Applicable Law.

3. Anonymization and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been "anonymized." For the purposes of this Data Privacy Appendix and Agreement, anonymized data (which includes de-identified data under applicable US Privacy Law(s)) means data that cannot be used to identify an individual, directly or indirectly, by any means reasonably likely to be used in accordance with Applicable Law. The process of "de-identification" under applicable US Privacy Law(s) has the same effect on Client Personal Data as anonymization. ADP will implement reasonable measures to ensure that anonymized or aggregated data has no reasonably foreseeable risk of being re-identified and associated with Client or any individual.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected (collectively "Subprocessors"). ADP will establish appropriate safeguards with Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.
An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at https://thebridge.adp.com/workforce-now/gdpr/m/media/634. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.
Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction to violate Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with Client's data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, (including transfer impact assessments) and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis or are necessary to demonstrate compliance with this DPA, ADP will:
(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third-party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; and
(b) where required under Applicable Law, if Client reasonably considers that the documents provided by ADP justify further analysis, make the facilities ADP uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

9. Personal Data Return and Deletion. Upon termination of the Agreement, ADP shall comply with its contractual obligations regarding the return of Client Personal Data (if Client Personal Data has not been previously returned to Client, or is not otherwise accessible to Client through the relevant product functionality or features for the Services, such as the ability to download the Client Personal Data) and shall delete Client Personal Data in accordance with ADP's then current applicable records retention schedule. ADP shall address Client's request to delete Client Personal Data before the records retention period has ended to the extent feasible and at a reasonable cost to Client. ADP may maintain Archive copies of Client Personal Data, to the extent required under Applicable Law, as authorized by Client in writing, or as needed for dispute resolution purposes.

PART II – GDPR/UK GDPR

10. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR") and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR and/or UK GDPR, the EU and UK Binding Corporate Rules ("BCR") for Client Data Processing Services (the "ADP Privacy Code(s)"), located at ADP Privacy (https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf and ukbcrpc_en.pdf (adp.com)), govern(s) as applicable. ADP has obtained EU and UK authorization of its ADP Privacy Code(s).

11. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code(s) serve(s) as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code(s) do(es) not apply.

12. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

13. ADP Privacy Code(s) EU and UK Authorization. ADP will make commercially reasonable efforts to maintain the EU and the UK authorization of its ADP Privacy Code(s) for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU or UK authorization of its ADP Privacy Code(s).

PART III - MISCELLANEOUS

14. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code(s) and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code(s); (c) this Data Privacy Appendix; and (d) the Agreement.

15. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

RESOLUTION NO.: 121 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC FOR ACCESS TO AND THE USE OF THE FRANK MASTERSON RECREATION AREA TO PROVIDE KAYAK RENTALS AND TOURS

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, Resolution No. 80-2020 of March 19, 2020, Resolution No. 102-2021 of April 26 2021, Resolution No. 127-2022 of May 23, 2022, Resolution No. 79-2023 of May 8, 2023, Resolution No. 89-2024 of April 24, 2024, and Resolution No. 82-2025 of April 14, 2025, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to enter into a separate license agreement for the purpose of providing kayak rentals and tours at Frank Masterson Recreation area during 2025 season; and

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of Frank Masterson Recreation Area.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 28, 2025 to October 12, 2025.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Frank Masterson Recreation Area and Lockwood Basin in the Town of New Windsor for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public Sunday through Sunday during the period of time set forth in Article 1 above. The City will allocate parking spaces for 2 trucks/trailers in the Frank Masterson Recreation Area parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Frank Masterson Recreation Area for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored in an enclosed trailer in a location designated by the Licensor each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Frank Masterson Recreation Area and Lockwood Basin which are now in force or which may be hereafter adopted. The Licensee further

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agrees to comply with all rules, regulations, laws and ordinances promulgated in the County of Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Frank Masterson Recreation Area and Lockwood Basin during the period of this agreement $750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

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

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

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property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

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(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

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Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

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

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, New York 12553
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

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THE CITY OF NEWBURGH

By: _____
TODD VENNING
City Manager
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
DAVID TRUONG
Assistant City Comptroller

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RESOLUTION NO.: 122 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION IN THE AMOUNT OF $856,910.00 WITH A CITY MATCH OF 25% FOR SALARY AND BENEFITS FOR ALL GIVE FUNDED POSITIONS FOR THE PERIOD JULY 1, 2025 TO JUNE 30, 2026

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in the amount of $856,910.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the City of Newburgh for Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position, a field intelligence officer position, a Sargent and 2 full time Detectives and fund an Anti-Violence Coordinator Contract; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in the amount of $856,910.00 with a 25 % City match for salary and benefits for all GIVE funded positions for New York State Fiscal Year beginning July 1, 2025 and ending June 30, 2026, to be used to carry out the program; 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.: 123 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH THE COUNTY OF ORANGE

WHEREAS, Section 209-m of the General Municipal Law authorizes and empowers the Chief Executive Officer of a local government, whenever he/she deems that the public interest requires it, to request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and/or supplies of the police department of the local government of which the request is made; and

WHEREAS, the County Executive of the County of Orange has determined that the public interest requires the Office of the Orange County District Attorney access specialized assistance from the City of Newburgh Police Department and has requested assistance from the City Manager of the City of Newburgh pursuant to General Municipal Law Section 209-m; and

WHEREAS, rendering such police assistance requires an Agreement between the County of Orange and the City of Newburgh, a copy of which is annexed hereto and made part hereof; and

WHEREAS, the City Council of the City of Newburgh finds entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a Cooperation Agreement between the County of Orange and the City of Newburgh.

MUNICIPAL COOPERATION AGREEMENT
BETWEEN COUNTY OF ORANGE
AND
CITY OF NEWBURGH

THIS MUNICIPAL COOPERATIVE AGREEMENT ("Agreement"), effective May 14, 2025 is entered into by the **COUNTY OF ORANGE**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 255 Main Street, Goshen, New York, 10924, in coordination with the Office of the Orange County District Attorney (hereinafter collectively referred to as the "County"), and the **CITY OF NEWBURGH**, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 83 Broadway, Newburgh New York 12550 ("City"). The County and City are hereinafter individually referred to as a "Party" and collectively the "Parties."

WHEREAS, the County Executive of the County has deemed that the public interest requires that the Office of the Orange County District Attorney (hereinafter individually referred to as the "District Attorney") have specialized assistance from the City in connection with the District Attorney's operations and is hereby requesting the City Manager of the City, as its Chief Executive Officer, to detail, assign and make available for duty such City police officer or officers, and at such times and locations, mutually agreeable to the District Attorney and the Chief of Police of the City,

NOW THEREFORE, in consideration of the mutual provisions and covenants recited herein, it is hereby agreed by and between the County and the City, pursuant to N.Y. General Municipal Law § 209-m, as follows:

1. **PROVISION OF POLICE OFFICER(S).** On the rate, terms and conditions set forth in this Agreement, the City will provide such policer officer(s) at such times and locations as mutually agreed by the District Attorney and the City's Chief of Police to assist the District Attorney in the carrying out of its operations.

2. **COUNTY REIMBURSEMENT OF COMPENSATION PAID BY CITY AND PAYMENT TERMS.** In accordance with N.Y. General Municipal Law § 209-m(5) the County shall assume the liability for all damages arising out of any act performed in rendering such aid and shall reimburse the City for any moneys paid by it for overtime compensation and for such other non-salary expenses incurred by it, including damage to or loss of equipment and supplies. Reimbursement for such other expenses incurred by the City shall include, but not be limited to, expenses owing as a result of any City liability arising under N.Y. General Municipal Law § 207-c while rendering such aid. Requests for any and all reimbursement shall be submitted to the District Attorney by the City on a monthly basis.

3. **TERM**. This Agreement shall be effective commencing May 28, 2025 and ending May 31, 2028, unless terminated earlier pursuant to Section 4 of this agreement. The Term of this Agreement may be extended or renewed for additional terms upon the mutual written consent of the parties.

4. **TERMINATION**. Either Party may, on ten (10) calendar days prior written notice to the other Party, terminate this Agreement at any time for its convenience.

5. **ENTIRE AGREEMENT.** This Agreement is a fully integrated agreement, constituting the entire agreement of the Parties concerning the subject matter hereof, and all previous or contemporaneous communications between the Parties, whether written or oral, with reference to the matter of this Agreement, are hereby superseded hereby.

6. **FACSIMILE SIGNATURES.** Facsimile signatures shall be accepted by all Parties as if they were original signatures.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

COUNTY OF ORANGE

By: _____
Hon. Stefan ("Steven") M. Neuhaus
County Executive

Date: _____

CITY OF NEWBURGH

By: _____
Hon. Todd Venning
City Manager

Date: _____

CONSENTED TO BY THE OFFICE Of the ORANGE COUNTY DISTRICT ATTORNEY



By: _____
David M. Hoovler
Orange County District Attorney

RESOLUTION NO.: ___124___ - 2025

OF

MAY 27, 2025

A RESOLUTION REQUESTING THE NEW YORK STATE LEGISLATURE TO ENACT SENATE BILL S6927-A AND ASSEMBLY BILL A7320-A EXTENDING THE AUTHORITY OF THE CITY OF NEWBURGH TO IMPOSE A HOTEL AND MOTEL TAX

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 Senate Bill S6927-A and Assembly Bill A7320-A, a copy of which is annexed hereto, to amend the tax law by amending section 1202-hh to extend the authority of the City of Newburgh to impose a hotel and motel tax; the same as being in the best interests of the City of Newburgh.

A07320 Text:

STATE OF NEW YORK

7320--A

2025-2026 Regular Sessions

IN ASSEMBLY

March 25, 2025

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Ways and Means -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the tax law, in relation to making technical changes; and to amend chapter 418 of the laws of 2022, relating to authorizing the city of Newburgh to impose a hotel and motel tax, in relation to extending the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 1202-hh of the tax law, as added by chapter 418 of the laws of 2022, is renumbered section 1202-hh-3.

§ 2. Section 2 of chapter 418 of the laws of 2022, relating to authorizing the city of Newburgh to impose a hotel and motel tax, is amended to read as follows:

§ 2. This act shall take effect immediately and shall expire [~~and be~~] **July 21, 2027, when upon such date the provisions of this act shall be** deemed repealed [~~3 years after such date~~].

§ 3. This act shall take effect immediately; provided, however, that the amendments to section 1202-hh of the tax law made by section one of this act shall not affect the repeal of such section and shall be deemed repealed therewith.

EXPLANATION--Matter in ***italics*** (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD11138-02-5

RESOLUTION NO.: 125 -2025

OF

MAY 27, 2025

A RESOLUTION RE-APPOINTING THOMAS FOTI TO THE MUNICIPAL CIVIL SERVICE COMMISSION OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Thomas Foti is hereby re-appointed to a six (6) year term retroactively commencing on June 1, 2024 and expiring on May 31, 2030.

RESOLUTION NO.: 126 - 2025

OF

MAY 27, 2025

A RESOLUTION APPOINTING CHRISTOPHER OMAR AS AT-LARGE MEMBER TO THE POLICE COMMUNITY RELATIONS AND REVIEW BOARD

WHEREAS, there is a vacancy on the Police Community Relations and Review Board for the unexpired portion of an at-large member; and

WHEREAS, Christopher Omar has expressed interest in serving as a member of the Police Community Relations and Review Board and the City Council finds making such appointment is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Christopher Omar be appointed as at-large members to the Police Community Relations and Review Board to complete the unexpired portion of an at-large member who resigned, which term shall expire on September 26, 2027.

RESOLUTION NO.: 127 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH STEFANY MARTINEZ IN THE AMOUNT OF $13,000.00

WHEREAS, Stefany Martinez brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Thirteen Thousand and 00/100 Dollars ($13,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Stefany Martinez in the total amount of Thirteen Thousand and 00/100 Dollars ($13,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: 128 - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH EDUARDO GERVACIO GARCIA IN THE AMOUNT OF $60,000.00

WHEREAS, Eduardo Gervacio Garcia brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Sixty Thousand and 00/100 Dollars ($60,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Eduardo Gervacio Garcia in the total amount of Sixty Thousand and 00/100 Dollars ($60,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: _____129_____ - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES LOCATED AT 31 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 17)

WHEREAS, the City of Newburgh commenced legal action against Sarah Mekhail (a/k/a Sarah Michael), current owner of record of the premises known as 31 Benkard Avenue (Section 29, Block 3, Lot 17), to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against Sarah Mekhail (a/k/a Sarah Michael), and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY OF NEWBURGH

----------X

CITY OF NEWBURGH

Plaintiff,

STIPULATION OF SETTLEMENT

-against-

SARAH MEKHAIL,
(a/k/a SARAH MICHAEL),

Index Number: EF002440-2024

Defendant.

----------X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on this _____ day of _____, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and Sarah Mekhail (a/k/a Sarah Michael), with an address of 4507 40th Street, Long Island City, New York 11104 (hereafter "Property Owner"), the parties named in this matter:

WHEREAS, by deed dated July 29, 2019, recorded in the Orange County Clerk's Office at Book 14606, Page 1433 (hereafter the "Deed"), the City conveyed to Property Owner, for good and valuable consideration, all of its right, title and interest in a parcel of real property known as 31 Lutheran Street, Newburgh, New York, identified on the City of Newburgh tax map as Section 29, Block 3, Lot 17; and

WHEREAS, the Deed contained certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and

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WHEREAS, to date, more than 18 months have passed since the date of the Deed to obtain a Certificate of Occupancy for the building(s) on the Premises or to make any building(s) granted a Certificate of Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy; and

WHEREAS, the City duly-served demand for return of the Premises in accordance with Section 612 of the Real Property Actions and Proceedings Law on or about February 5, 2024; and

WHEREAS, the City commenced action against Property Owner with the filing of a Summons and Verified Complaint on or about March 26, 2024; and

WHEREAS, the City and Property Owner have agreed to an additional twenty (20) months as measured from the date of this Agreement for Property Owner to comply with the restrictive covenants in the Deed and resolve this matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Property Owner waives any defenses to service or personal jurisdiction.
3. Within 30 days of the full execution of this Agreement, Property Owner shall execute a deed, TP-584, and RP-5217 conveying title to the Premises to the City.
4. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 3 in escrow through 4:00 p.m. on _____ (said date and time being approximately twenty (20) months from the date of execution of the Agreement and being referred to herein as the "Deadline").

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5. Property Owner shall have until the Deadline to comply with all of the covenants contained in the Deed.
6. To avoid any ambiguity, compliance with the covenants referred to in paragraph 5 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the property during its most recent inspection of the property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the property.
7. Delays that may be attributable to the City in connection with compliance with the Deed covenants (e.g. inspection delays, City Council approval delays) shall toll Property Owner's compliance deadline dates on a day-for-day basis. However, Property Owner must notify the City of Newburgh (by and through the Office of the Corporation Counsel) in writing, when it is ready for a re-inspection, approval, or other City action to trigger the time tolling period. In turn, a written decision from the City on the requested City action shall end any applicable time tolling period.
8. Delays that may be attributable to any applications made by Property Owner to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll Property Owner's compliance deadline dates in any manner.
9. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll Property Owner's deadlines on a day-for-day basis.
10. By the Deadline, Property Owner shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.

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11. Property Owner shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.
12. Property Owner shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.
13. Should Property Owner fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that Property Owner might have in the Premises. No further notice shall be required to be delivered to Property Owner if it fails to comply with any of its obligations herein by the Deadline.
14. Property Owner has had opportunity to consult with an attorney on this matter and wishes to proceed without *pro se* in entering into this Agreement.
15. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
16. The City Council of the City of Newburgh, by resolution number _____-2025, has authorized and consented to the terms of the Agreement.
17. There are no other agreements, written or oral, pending between the Parties.
18. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.

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19. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from Property Owner, in addition to any other relief to which it may be entitled. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, Property Owner waives any and all of its rights to appeal said determination.
20. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature page to follow.]

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IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

_____

Todd Venning
City Manager
Per Resolution No.: _____-2025

_____

By: Sarah Mekhail (a/k/a Sarah Michael)

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[Acknowledgement page to follow.]

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

On the ____ day of _____, in the year 2025, 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 2025, before me personally appeared Sarah Mekhail (a/k/a Sarah Michael), 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 person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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RESOLUTION NO.: ____130_____ - 2025

OF

MAY 27, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES LOCATED AT 16 WILLIAM STREET (SECTION 35, BLOCK 3, LOT 14)

WHEREAS, the City of Newburgh commenced legal action against Aria Developers LLC (by Sarah Mekhail (a/k/a Sarah Michael)), current owner of record of the premises known as 16 William Street (Section 35, Block 3, Lot 14), to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against Aria Developers LLC, and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY OF NEWBURGH

----------X

CITY OF NEWBURGH

Plaintiff,

STIPULATION OF SETTLEMENT

-against-

ARIA DEVELOPERS, LLC,

Index Number: EF002441-2024

Defendant.

----------X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on this _____ day of _____, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and Aria Developers LLC, with an address of 4507 40th Street, Long Island City, New York 11104 (hereafter "Property Owner"), the parties named in this matter:

WHEREAS, by deed dated March 16, 2022, recorded in the Orange County Clerk's Office at Book 15201, Page 408 (hereafter the "Deed"), the City conveyed to Property Owner, for good and valuable consideration, all of its right, title and interest in a parcel of real property known as 16 William Street, Newburgh, New York, identified on the City of Newburgh tax map as Section 35, Block 3, Lot 14; and

WHEREAS, the Deed contained certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and

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WHEREAS, to date, more than 18 months have passed since the date of the Deed to obtain a Certificate of Occupancy for the building(s) on the Premises or to make any building(s) granted a Certificate of Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy; and

WHEREAS, the City duly-served demand for return of the Premises in accordance with Section 612 of the Real Property Actions and Proceedings Law on or about February 5, 2024; and

WHEREAS, the City commenced action against Property Owner with the filing of a Summons and Verified Complaint on or about March 26, 2024; and

WHEREAS, Property Owner, by and through its attorney, filed an Answer on or about May 9, 2024; and

WHEREAS, the City and Property Owner have agreed to an additional twenty (20) months as measured from the date of this Agreement for Property Owner to comply with the restrictive covenants in the Deed and resolve this matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Property Owner waives any defenses to service or personal jurisdiction.
3. Within 30 days of the full execution of this Agreement, Property Owner shall execute a deed, TP-584, and RP-5217 conveying title to the Premises to the City.
4. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 3 in escrow through 4:00 p.m. on _____ (said date and

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time being approximately twenty (20) months from the date of execution of the Agreement and being referred to herein as the "Deadline").

5. Property Owner shall have until the Deadline to comply with all of the covenants contained in the Deed.
6. To avoid any ambiguity, compliance with the covenants referred to in paragraph 5 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the property during its most recent inspection of the property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the property.
7. Delays that may be attributable to the City in connection with compliance with the Deed covenants (e.g. inspection delays, City Council approval delays) shall toll Property Owner's compliance deadline dates on a day-for-day basis. However, Property Owner must notify the City of Newburgh (by and through the Office of the Corporation Counsel) in writing, when it is ready for a re-inspection, approval, or other City action to trigger the time tolling period. In turn, a written decision from the City on the requested City action shall end any applicable time tolling period.
8. Delays that may be attributable to any applications made by Property Owner to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll Property Owner's compliance deadline dates in any manner.
9. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll Property Owner's deadlines on a day-for-day basis.

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10. By the Deadline, Property Owner shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.
11. Property Owner shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.
12. Property Owner shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.
13. Should Property Owner fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that Property Owner might have in the Premises. No further notice shall be required to be delivered to Property Owner if it fails to comply with any of its obligations herein by the Deadline.
14. Property Owner has had opportunity to consult with an attorney on this matter.
15. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
16. The City Council of the City of Newburgh, by resolution number _____-2025, has authorized and consented to the terms of the Agreement.
17. There are no other agreements, written or oral, pending between the Parties.

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18. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
19. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from Property Owner, in addition to any other relief to which it may be entitled. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement or the terms contained in the Deed, Property Owner waives any and all of its rights to appeal said determination.
20. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

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[Signature page to follow.]

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IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

_____
Todd Venning
City Manager
Per Resolution No.: _____-2025

ARIA DEVELOPERS LLC

_____ _____

By: Sarah Mekhail (a/k/a Sarah Michael)
Managing Member

By: Kevin Gagliano, Esq.
Gagliano Law Firm, PLLC
Attorneys for Aria Developers LLC

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[Acknowledgement page to follow.]

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

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Notary Public

STATE OF NEW YORK)
) ss.:
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On the ____ day of _____, in the year 2025, before me personally appeared Sarah Mekhail (a/k/a Sarah Michael), 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 person upon behalf of which the individual acted, executed the instrument.

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