CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
July 14, 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 June 9, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 9 de junio de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Public Hearing - Verizon of New York Inc. cable franchise agreement renewal

   There will be a public hearing on Monday, July 14, 2025, to receive comments on the cable franchise renewal agreement between Verizon of New York Inc. and the City of Newburgh

   Habrá una audiencia pública el lunes 14 de julio de 2025 para recibir comentarios sobre el acuerdo de renovación de la franquicia de cable entre Verizon of New York Inc. y la Ciudad de Newburgh

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

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

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

7. Resolution No. 145 - 2025 - Agreement for Employee & Organizational Assistance Program

   Resolution authorizing the City Manager to enter into an agreement with

National EAP, Inc. to provide an employee assistance program to the employees of the City of Newburgh at a cost of $8,126.00 per year

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con National EAP, Inc. para proporcionar un programa de asistencia a los empleados de la Ciudad de Newburgh a un costo de $8,126.00 por año

8. Resolution No. 146 - 2025 - Contract Amendment with NYSDEC on ERP Site No. B00189 (350-352 Liberty Street)

   Resolution authorizing the City Manager to execute an amendment to the New York State Department of Environmental Conservation Environmental Restoration Program State Assistance Contract No. DE01-C1463GG-3350000 to increase the total remedy implementation cost to $332,488.00 for 350-352 Liberty Street a/k/a 350 Liberty Street (Section 12, Block 1, Lot 25) Site No: B00189

   Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda al Contrato de Asistencia Estatal del Programa de Restauración Ambiental del Departamento de Conservación Ambiental del Estado de Nueva York No. DE01-C1463GG-3350000 para aumentar el costo total de implementación del remedio a $332,488.00 para 350-352 Liberty Street también conocido como 350 Liberty Street (Sección 12, Bloque 1, Lote 25) Sitio No: B00189

9. Resolution No. 147 - 2025 - Contract Amendment with NYSDEC on ERP Site No. B00188 (7-11 Johnes Street)

   Resolution authorizing the City Manager to execute an amendment to the New York State Department of Environmental Conservation Environmental Restoration Program State Assistance Contract No. DE01-C1462GG-3350000 to increase the total remedy implementation cost $413,876.00 for 7-11 Johnes Street a/k/a 9 Johnes Street (Section 46, Block 1, Lot 14) Site No: B00188

   Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda al Contrato de Asistencia Estatal del Programa de Restauración Ambiental del Departamento de Conservación Ambiental del Estado de Nueva York No. DE01-C1462GG-3350000 para aumentar el costo total de implementación del remedio a $413,876.00 para 7-11 Johnes Street también conocido como 9 Johnes Street (Sección 46, Bloque 1, Lote 14) Sitio No: B00188

10. Resolution No. 148 - 2025 - Change Order No. 13G Downing Park Pond Outlet Project

    Resolution authorizing Change Order No. 13G to the construction contract with TAM Enterprises, Inc. for the Downing Pond and Third Street Storm Sewer Project

Resolución que autoriza la Orden de Cambio No. 13G al contrato de construcción con TAM Enterprises, Inc. para el Proyecto de Alcantarillo de Tormentas del Estanque Downing y Third Street

11. Resolution No. 149 - 2025 - General Release with Liberty Mutual Insurance Company

    Resolution authorizing the City Manager to execute a General Release in exchange for $12,500.00 to settle potential claims against Liberty Mutual Insurance Company related to the North Water Street Sewer Separation Project

    Resolución que autoriza al Gerente de la Ciudad a ejecutar una Liberación General a cambio de $12,500.00 para resolver posibles demandas contra "Liberty Mutual Insurance Company" relacionadas con el Proyecto de Separación del Alcantarillado de North Water Street

12. Resolution No. 150 - 2025 - Sewer Fund Budget Transfer

    Resolution amending Resolution No: 249-2024, the 2025 Budget for the City of Newburgh, New York to transfer $276,371.00 from Sewer Fund Contingency-Emergency and $123,629.00 from Sewer Fund Balance to Sewer Fund Sanitary Sewers – Construction and Major Alterations to Fund Emergency Sewer Repairs on Lutheran Street and Farrington Street

    Resolución que enmienda la Resolución No: 249-2024, el Presupuesto para 2025 de la Ciudad de Newburgh, Nueva York, para transferir $276.371,00 del Fondo de Alcantarilla Contingencia-Emergencia y $123,629.00 del Fondo de Alcantarillado Sanitario - Construcción y Alteraciones Mayores para financiar las reparaciones de emergencia del alcantarillado en Lutheran Street y Farrington Street

13. Resolution No. 151 - 2025 - Liberty Street Reconstruction (LTCP) - SEQRA Declare Intent for Lead Agency

    Resolution of the City Council of the City of Newburgh declaring its intent to be Lead Agency under State Environmental Quality Review Act (SEQRA) for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project, classifying the Project as a Type I Action, considering a Full Environmental Assessment Form and referring same to other Interested and Involved Agencies

    Resolución del Concejo Municipal de la Ciudad de Newburgh declarando su intención de ser la agencia principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el Proyecto de Separación de Alcantarillado de la Calle Liberty entre las Calles Ann y Renwick, clasificando el Proyecto como una Acción Tipo I, considerando un Formulario de Evaluación Ambiental Completo y remitiendo el mismo a otras Agencias Interesadas e Involucradas

14. Resolution No. 152 - 2025 - WQIP Grant Application - Liberty Street Reconstruction between Ann Street and Renwick Street (LTCP) Project

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation 2025 Water Quality Improvement Program Grant for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (LTCP Phase II) in an amount not to exceed $10,000,000.00

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subsidio del Programa de Mejoramiento de la Calidad del Agua 2025 del Departamento de Conservación Ambiental del Estado de Nueva York para el Proyecto de Separación del Alcantarillado de Liberty Street entre Ann Street y Renwick Street (LTCP Fase II) en una cantidad que no exceda $10,000,000.00

15. Resolution No. 153 - 2025 - GRGP Grant Application - Liberty Street Reconstruction between Ann Street and Renwick Street (LTCP) Project

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Environmental Facilities Corporation 2025 Green Resiliency Program Grant for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (LTCP Phase II) in an amount not to exceed $10,000,000.00

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subsidio del Programa de Resiliencia Verde 2025 de la Corporación de Instalaciones Ambientales del Estado de Nueva York para el Proyecto de Separación del Alcantarillado de Liberty Street entre Ann Street y Renwick Street (LTCP Fase II) en una cantidad que no exceda $10,000,000.00

16. Resolution No. 154 - 2025 - West Trunk Sewer Rehabilitation - Contract No. 3 SEQRA Declare Intent for Lead Agency

    Resolution of the City Council of the City of Newburgh declaring its intent to be Lead Agency under State Environmental Quality Review Act (SEQRA) for the West Trunk Sewer Rehabilitation Contract No. 3 Project, classifying the Project as an Unlisted Action, considering a Full Environmental Assessment Form and referring same to other Interested and Involve Agencies

    Resolución del Concejo Municipal de la Ciudad de Newburgh que declara su intención de ser la agencia principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el proyecto del contrato de rehabilitación del alcantarillado troncal oeste, clasificando el proyecto como una Acción no listada, considerando un formulario de evaluación ambiental completo y remitiendo el mismo a otras agencias interesadas e implicadas

17. Resolution No. 155 - 2025 - Newburgh Landing Pier Reconstruction - SEQRA Declare Intent for Lead Agency

Resolution of the City Council of the City of Newburgh declaring its intent to be Lead Agency under State Environmental Quality Review Act (SEQRA) for the Newburgh Landing Pier Reconstruction Project, classifying the Project as a Unlisted Action, considering a Full Environmental Assessment Form and referring same to other Interested and Involved Agencies

Resolución del Concejo Municipal de la Ciudad de Newburgh que declara su intención de ser la agencia principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el Proyecto de Reconstrucción del Embarcadero de Newburgh, clasificando el Proyecto como una Acción no listada, considerando un Formulario de Evaluación Ambiental Completo y remitiendo el mismo a otras Agencias Interesadas e Involucradas

18. Resolution No. 156 - 2025 - North Interceptor Sewer Improvements Project - Change Order No. 9G Kubricky Construction

    Resolution authorizing Change Order No. 9G to the construction contract with Kubricky Construction Corp. reducing the contract amount by $9,612.60 and decreasing the total contract amount from $32,452,112.97 to $32,442,500.37 and time extension in the North Interceptor Sewer Main Improvements Project

    Resolución que autoriza la Orden de Cambio No. 9G al contrato de construcción con Kubricky Construction Corp. reduciendo el monto del contrato por $9,612.60 y disminuyendo el monto total del contrato de $32,452,112.97 A $32,442,500.37 y la prórroga de tiempo en el Proyecto de mejorar el alcantarillado principal del Interceptor Norte

19. Resolution No. 157 - 2025 - 67 Liberty Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Seymour B. Foreman and Robert Foreman to the premises known as 67 Liberty Street (Section 39, Block 5, Lot 14)

    Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a nombre de Seymour B. Foreman y Robert Foreman a las instalaciones conocidas como 67 Liberty Street (Sección 39, Bloque 5, Lote 14)

20. Resolution No. 158 - 2025 - Purchase of 466 Broadway

    Resolution to authorize the conveyance of real property known as 466 Broadway (Section 27, Block 2, Lot 28) at private sale to Giuseppe Tosco for the amount of $200,100.00

    Resolución que autoriza la transmisión de bienes raíces conocidos como 466 Broadway (Sección 27, Bloque 2, Lote 28) en venta privada a Giuseppe Tosco por el monto de $200,100.00

21. Resolution No. 159 - 2025 - Purchase of 85 Fowler

Resolution to authorize the conveyance of real property known as 85 Fowler Avenue (Section 13, Block 7, Lot 15) at private sale to Mohammad Ruhul Amin for the amount of $121,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 85 Fowler Avenue (Sección 13, Bloque 7, Lote 15) en venta privada a Mohammad Ruhul Amin por el monto de $121,000.00

22. Resolution No. 160 - 2025 - Apply for and Accept if Awarded a Grant from Empire State Development Regional Council Capital Funds for the Newburgh Landing

Resolution authorizing the City Manager to apply for and accept if awarded an Empire State Development Regional Council Capital Funds Program Grant through the 2025 Consolidated Funding Application in an amount not to exceed $6,000,000.00 with a cash and equity match for the construction of the Newburgh Landing Dock

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgada una Subvención del Programa de Fondos de Capital del Consejo Regional de Desarrollo del Empire State a través de la Solicitud de Fondos Consolidados de 2025 por una cantidad que no exceda $6,000,000.00 con una contrapartida en efectivo y capital para la construcción del Embarcadero de Newburgh

23. Resolution No. 161 - 2025 - Apply for and Accept if Awarded a Grant from Empire State Development Regional Council Pro Housing Supply Fund for the Liberty Street Reconstruction Project

Resolution authorizing the City Manager to apply for and accept if awarded an Empire State Development Regional Economic Development Council Pro-Housing Supply Fund Program Grant not to exceed $10,000,000.00 with a 50% match for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (LTCP Phase II)

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subsidio del Programa del Fondo Regional de Suministro en apoyo de Viviendas del Consejo Regional de Desarrollo Económico del Empire State que no exceda $10,000,000.00 con un 50% de aporte para el Proyecto de Separación de Alcantarillado de Liberty Street entre Ann Street y Renwick Street (LTCP Fase II)

24. Resolution No. 162 - 2025 - 2025 Orange County Municipal Legislative Grant Award $4,999

Resolution authorizing the City Manager to apply for and accept if awarded an Orange County Municipal Legislative Program Grant in the amount of

$4,999.00 with no City match to support City of Newburgh Recreation Department afterschool and arts with teens programs

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si es otorgado, un subvención del Programa Legislativo Municipal del Condado de Orange por el monto de $4,999.00, el cual no requiere que la Ciudad iguale los fondos, para apoyar los programas extracurriculares y artísticos para jóvenes del Departamento de Recreación de la Ciudad de Newburgh.

25. Resolution No. 163 - 2025 - Addendum to Contract with Alpine Software

    Resolution authorizing the City Manager to execute an agreement with Alpine Software, Inc. for computer aided dispatch, automated vehicle location data and other related software services for the City of Newburgh Fire Department

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Alpine Software, Inc. para el despacho asistido por computadora, datos automatizados de ubicación de vehículos y otros servicios de software relacionados para el Departamento de Bomberos de la Ciudad de Newburgh

26. Resolution No. 164 - 2025 - Authorizing Settlement of In Rem Properties on Benkard Avenue

    A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2019 related to properties known as 13 Benkard Avenue (Section 45, Block 5, Lot 9), 17 Benkard Avenue (Section 45, Block 5, Lot 7), 20 Benkard Avenue (Section 45, Block 4, Lot 10), 23 Benkard Avenue (Section 45, Block 5, Lot 4), and 44 Benkard Avenue (Section 45, Block 3, Lot 12)

    Una resolución que autoriza el acuerdo de litigación relativo a la ejecución de embargos fiscales reales para el año 2019 en relación con las propiedadas conocidas como 13 Benkard Avenue (Section 45, Block 5, Lot 9), 17 Benkard Avenue (Section 45, Block 5, Lot 7), 20 Benkard Avenue (Section 45, Block 4, Lot 10), 23 Benkard Avenue (Section 45, Block 5, Lot 4), y 44 Benkard Avenue (Section 45, Block 3, Lot 12)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 137 - 2025

OF

JUNE 9, 2025

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR JULY 14, 2025 TO RECEIVE PUBLIC COMMENT
CONCERNING THE RENEWAL OF A CABLE FRANCHISE AGREEMENT
BETWEEN THE CITY OF NEWBURGH AND VERIZON NEW YORK INC.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is hereby scheduled a public hearing to receive comments concerning the renewal of a Cable Franchise Agreement between the City of Newburgh and Verizon New York Inc.; and that such public hearing be and hereby is duly set for the next meeting of the Council to be held at 7:00 p.m. on the 14th day of July, 2025, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

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 6/9/25 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10th day of June 20 25

Katrina Cotten
City Clerk

Cable Franchise Renewal Agreement

By and Between

The City of Newburgh

And

Verizon New York Inc.

TABLE OF CONTENTS

ARTICLE		PAGE
1.	DEFINITIONS	2
2.	GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3.	PROVISION OF CABLE SERVICE	9
4.	SYSTEM FACILITIES	10
5.	PEG SERVICES	11
6.	FRANCHISE FEES	12
7.	REPORTS AND RECORDS	13
8.	INSURANCE AND INDEMNIFICATION	14
9.	TRANSFER OF THE FRANCHISE	15
10.	RENEWAL OF FRANCHISE	16
11.	ENFORCEMENT AND TERMINATION OF FRANCHISE	16
12.	MISCELLANEOUS PROVISIONS	18

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement" or "Franchise Agreement") is entered into by and between the City of Newburgh, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA") and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the "Franchisee").

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, the LFA granted to Franchisee effective as of October 24, 2008, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its existing Telecommunication Services facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the Local Franchising Authority and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Franchise Area pursuant to and consistent with the Cable Law (pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service:* Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this Franchise.

1.4. *Cable Law:* Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area.

1.11. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, epidemics, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA, and such additional areas as may be annexed or acquired.

1.14. *Franchisee:* Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area, subject to the following inclusions and exclusions.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenue earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenue from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenue from the sale or lease of access channel(s) or channel capacity; (iv) fees from video on demand Cable Service and pay-per-view Cable Service; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation

arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenue shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

1.16.2. Gross Revenue shall not include

1.16.2.1. revenue received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; any fees or charges collected from Subscribers or other third parties for any PEG Grant payments; and

1.16.2.2. except as otherwise provided in Subsection 1.16.1, any revenue classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenue attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as Cable Service revenue by

a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing within sixty (60) days following the date of issuance of an order from the NY PSC approving such amendment.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchising Authority (LFA)*: The City of Newburgh, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.21. *NY PSC:* The New York Public Service Commission.

1.22. *PEG*: Public, Educational, and Governmental.

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.28. *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise*: Any transaction in which: a fifty percent (50%) ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons. However, notwithstanding the foregoing, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

1.32. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of

Section 2.4 or 2.5 or revoked by the LFA as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon one hundred and eighty (180) days' written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. Commence franchise renewal proceedings in accordance with 47 U.S.C. §546 with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

b. Terminate the franchise within two (2) years from notice to the LFA;

c. If agreed by both parties, submit the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. Submit the matter to mediation by a mutually-acceptable mediator.

2.6. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public

Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.7. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.8. *No Waiver*:

2.8.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.9.3. The LFA and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

2.10. *Police Powers*: The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.11. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be repaired or replaced by the Franchisee and restored to its pre-existing condition.

2.12. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber's premises are restored to their pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

2.1. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Franchise Area*:

3.1.1. *Franchise Area*: Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas, developments, buildings or other residential dwelling units where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Subsection 3.1.1.1. and Section 3.2; (H) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; and (I) for Subscribers who fail to abide by Franchisee's terms and conditions of service.

3.1.1.1. *Density Requirement:* Subject to Subsection 3.1.1, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area where the average density as of the Effective Date is equal to or greater than thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service*: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to

businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income of the residents in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) aerial feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun.

3.3. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. SYSTEM FACILITIES

4.1. *Quality of Materials and Work:* Franchisee shall operate and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. The System shall be operated with an initial digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, the Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Access Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit PEG Access Channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Access Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Access Channel for its intended purpose in accordance with Section 895.4 of the NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Grant:*

5.2.1. Franchisee shall pay to the LFA for use in support of the production of local PEG Access Channel programing a grant in the total amount of Ten Thousand Dollars ($10,000.00) (the "PEG Grant") within sixty (60) days of Franchisee's receipt of a written request for the PEG Grant from the LFA.

5.2.2. The PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The LFA and/or PEG Access Designee, as determined by the LFA, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.2.3. The LFA shall provide Franchisee with a complete accounting annually of the distribution of PEG Grant funds paid to the LFA pursuant to this Section 5.3.

5.3. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law

or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.4. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant and any other costs arising from the provision of PEG Access Channel services and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

5.5. *No PEG Access Designee Rights*: The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE FEES

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

6.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Article 7.

6.4. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Franchisee in accordance with FCC rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area during Franchisee's regular business hours at an office of the Franchisee and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required*: Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics*: Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of this Franchise, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of three million dollars ($3,000,000) per occurrence for property damage and bodily injury and three million dollars ($3,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA**.**

8.1.1.2. Automobile Liability Insurance in the amount of three million dollars ($3,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: $100,000; and (B) Bodily Injury by Disease-each employee: $100,000; $500,000 disease-policy limit.

8.1.2. The LFA shall be included as an additional insured as their interests may appear under this Franchise on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

8.1.3. Upon receipt of notice from its insurer(s), the Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A.M. Best Financial Strength rating of A- or better.

8.1.5. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification*:

8.2.1. Franchisee agrees to indemnify the LFA and its officers, boards, elected officials and employees for, and hold them harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee

timely written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF THE FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under the definition of Transfer of the Franchise above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation*: If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing*: The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty

(60) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.5. *Enforcement*: Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.5.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.5.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.5.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.6. *Revocation*: Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.6.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.6.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.6.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.7. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law. Notwithstanding the foregoing, the parties agree that if Franchisee invokes Section 2.4 of the Franchise (*Termination Generally*) and a timely termination notice is provided, the LFA's prior written consent is considered granted.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties*: In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the LFA shall be to:

Office of the City Manager
City Hall
83 Broadway
Newburgh, NY 12550

with a copy to:

Office of the Corporation Counsel
City Hall
83 Broadway
Newburgh, NY 12550

12.7. *Entire Agreement*: This Franchise constitutes the entire agreement between Franchisee and the LFA and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications*: Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC, pursuant to the Cable Law, except as provided herein.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.10. *Severability*: If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13. *NY PSC Approval*: This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.18. *No Third-Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.19. *LFA Official*: The City Manager of the LFA, or other person as designated by the LFA, is the LFA official that is responsible for the continuing administration of this Agreement.

12.20. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.21. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or

other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2025.

LFA:
CITY OF NEWBURGH

By: _____
Todd Venning, City Manager

FRANCHISEE:
VERIZON NEW YORK INC.

By: _____
Nicole D'Amour, Vice President
Northeast Field Operations

Approved as to form:

_____
Verizon Law Department

RESOLUTION NO.: 145 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NATIONAL EAP, INC. TO PROVIDE AN EMPLOYEE ASSISTANCE PROGRAM TO THE EMPLOYEES OF THE CITY OF NEWBURGH AT A COST OF $8,126.00 PER YEAR

WHEREAS, an Employee Assistance Program ("EAP") offers support and assistance to the work force of the City of Newburgh an confers an important benefit to said City employees as well as to the City government and residents in increased productivity an effective public service; and

WHEREAS, National EAP, Inc. is a qualified and experienced provider of Employee Assistance Programs, and submitted a proposal to provide EAP services to the City at an annual cost of $8,126.00 for a three-year period which includes EAP services for employees at 6 sessions per employee per year with a bank of 4 hours and other work-life, wellness and professional development services; and

WHEREAS, funding for the EAP services will be derived from A.1900.1950.0000.0000; and

WHEREAS, engaging National EAP, Inc. to provide an EAP to City employees is in the best interests of the City of Newburgh and its employees and residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manger be and hereby is authorized to enter into an agreement on behalf of the City of Newburgh with National EAP, Inc. to provide an Employee Assistance Program at the rate of $8,126.00 per year.

Employee & Organizational Assistance (EAP/ OAP) Programs Work-Life & Wellness Services Proposal

Prepared For

THE CITY OF NEWBURGH NEW YORK

Transforming workplaces nationwide for over 40 years, empowering employees and driving organizational success with fully customizable solutions. As an award-winning provider, National EAP is committed to supporting thriving workplaces for all.

MEMBER SERVICES

SUPPORT SERVICES FOR YOUR EMPLOYEES & ORGANIZATION

Our **Employee Assistance Program (EAP)** and **Organizational Assistance Program (OAP)**, along with our **Work-Life and Wellness Services**, offer 24/7 support to help employees and organizations manage stress, mental health, work-life balance, financial planning, and more. Accessible via phone, email, live and online chat, virtual, in-person, and AI app, we provide personalized care to keep your team and organization resilient, productive, and engaged.



COMPREHENSIVE EAP SERVICES TAILORED TO YOUR WORKFORCE

Our confidential Employee Assistance Program (available 24/7/365) is designed to support your employees and their household members, whenever and however they need it.

Services Include:

- Confidential Support & Crisis Counseling
- EAP Counseling Sessions
- EAP Assessment & Action Planning
- Care Management to Ensure Client Satisfaction
- Pre-Qualified Referrals for Long Term/Medical Services

Flexible EAP Counseling Options

We understand and prioritize the need for accessibility and comfort by offering multiple ways for your employees to engage in their EAP counseling sessions. Choose the format that best suits your needs:

- **In-Person Sessions** – Meet with a counselor at a location convenient to you.
- **Telephonic Counseling** – Speak with a professional from anywhere.
- **Video Counseling** – Connect securely online for virtual support.

In addition, we partner with BetterHelp, giving your employees quick access to licensed therapists via a virtual self-service platform, making counseling more accessible and flexible.



WORK-LIFE SERVICES

A suite of services designed to connect employees to experts and community resources quickly, saving them time and stress.

These services include:

- Child Care and Elder Care Referrals
- Legal Consultation
- Housing Resources
- Financial Consultation
- ID Theft Consultation

NATIONAL EAP

MEMBER SERVICES

WELLNESS SERVICES



AI MENTAL RESILIENCE APP

Our innovative AI-powered app, Wysa, offers personalized tools to help you take charge of your well-being. Grounded in Cognitive Behavioral Therapy (CBT), Wysa is designed to support your employees in building resilience and enhancing mental health through a structured, clinically validated program.

Key Features Include:

- **Personalized CBT-based Tools** – Tailored exercises and guidance to help individuals manage stress, anxiety, and other mental health challenges.
- **Clinically Validated Program** – Structured content backed by mental health professionals to ensure effective outcomes.
- **On-Demand Support** – 24/7 access to the app, empowering users to engage with mental health resources at their convenience.
- **Progress Tracking** – Monitor personal growth and milestones in mental resilience.

Wysa's intuitive design and evidence-based approach make it an effective, accessible resource for individuals seeking to strengthen their mental well-being.



FOOD & NUTRITION: EDUCATION & REFERRAL SERVICES

Nutrition health is a critical component of overall wellness, and we are committed to helping your employees prioritize it. Through our collaboration with Kelly's Choice, a leading provider of nutrition health support, your employees have access to:

- **Medical Nutrition Counseling Referrals:** Covered by most major insurances, with self-pay and HSA/FSA options.
- **Personalized Support:** Virtual 1:1 nutrition counseling with expert & flexible Registered Dietitians.



THRIVE WEBINARS

A dynamic education program designed to foster employee well-being and personal growth. Hosted monthly by industry experts, each live session focuses on key themes impacting workplace success, benefiting both employees and leadership. With quarterly topics that address essential skills and challenges, THRIVE webinars provide meaningful opportunities for development and reflection.

Quarterly Themes for 2025

- **January – March:** Goal Setting and Time Management
- **April – June:** Workplace Culture
- **July – September:** Enhancing Communication
- **October – December:** Building Resilience

ORGANIZATIONAL SERVICES



HR AND LEADERSHIP CONSULTATION SERVICES

National EAP offers expert, consultative guidance for HR and Leaders, fostering a healthier, more productive workplace. We assist with leadership development, performance management, communication, conflict resolution, employee well-being, and organizational culture. You can rely on National EAP for support on how to address challenging workplace incidents and employee concerns.

A Consultation Helps:

- Cultivate a positive workplace atmosphere
- HR and Leaders enhance team management skills and improve communication

Consultation Services Provide:

- Expert guidance on reducing the human impact of organizational crises.
- Education and guidance in behavioral health
- Strategies for handling workplace challenges proactively

HR professionals and Leaders turn to Consultation Services for a proactive approach to employee support and can be the first step toward formal management referrals.

As part of our OAP, management can also benefit from:

- Enhanced Management Referral
- Critical Incident Response
- Workshops and Trainings
- Coaching and Mediation
- EAP Well Check



ENHANCED MANAGEMENT REFERRAL PROGRAM

The Enhanced Management Referral Program is designed to help organizations address performance issues, improve employee behavior, and foster a more productive, positive workplace. Unlike standard programs that simply confirm attendance, ***we focus on delivering measurable outcomes***.

By referring employees to this expert-led program, you can:

- **Correct Behavioral Issues:** Address underlying causes of problematic behavior and guide employees back on track to meet company standards.
- **Enhance Performance:** Empower employees to make lasting improvements, increasing productivity and overall job satisfaction.
- **Maintain Consistent Communication:** HR and leadership are kept informed through bi-weekly progress reports, ensuring transparency and alignment at every stage.

This structured, confidential process offers employees the support they need to realign with company expectations, while providing HR with attendance, compliance, and progress updates to ensure transparency and facilitate ongoing support throughout the program.

ORGANIZATIONAL SERVICES



CRITICAL INCIDENT RESPONSE SERVICES

Our Critical Incident Response (CIR) Services provide immediate support to help organizations manage and recover from traumatic events. We offer crisis counseling, debriefing, and follow-up care to help you and your employees get through a difficult or stressful situation. You can count on National EAP before, during, and after the situation is resolved.

Key features include:

- Same Day/Next Day Availability
- In-Person/Virtual Options
- Trauma Debriefing & Education
- Bereavement Support

Our team supports your organization with sensitivity and care while fostering increased resilience in your workforce.



ATHRÚ: WORKPLACE TRAINING AND COACHING

Athrú offers innovative workplace training and coaching solutions designed to foster growth, enhance productivity, and transform workplace culture. As your learning and development partner backed by National EAP with 30 years of expertise, Athrú provides flexible, impactful programs tailored to organizations of all size.

Available as in-person, live virtual, or pre-recorded formats, Athrú sessions provide practical tools to strengthen team dynamics and elevate workplace culture.

Athrú services include:

- Leadership Coaching
- Management Development Training
- DEIB and Training
- Everything DiSC® Training
- Soft-Skill Training
- Wellness Training
- Policy Training
- Adult Mental Health First Aid Training
- NYS Sexual Harassment Awareness and Prevention Training



WELL CHECKS

The Well Checks Program offers 15-minute check-ins with a counselor to help your employees gain insights into their personal wellness. These sessions provide a safe and casual environment for individuals to start their wellness journey, offering education, resources, a wellness assessment, and a personalized action plan tailored to their unique needs.

Well Checks serve as an excellent introduction to EAP services, seamlessly connecting your employees to the support they may require and encouraging them to take the first step toward improved well-being—all while enhancing the visibility and impact of EAP services. *Available for an additional fee.*

ORGANIZATIONAL SERVICES



CUSTOMIZED MARKETING SUPPORT

We offer a comprehensive suite of marketing support designed promote EAP services and utilization.

Support includes:

- Full Suite of Marketing Material
- Marketing Strategy Meetings
- Utilization Review & Analysis
- Webinar Events
- Employee Tip Sheets
- Quarterly Leadership Newsletter *(digital)*
- Monthly Employee Newsletter *(digital)*
- Orientation for Managers and Employees *(prerecorded and live)*
- Health and Benefit Fair Attendance



USAGE REPORTS: UNDERSTANDING THE IMPACT OF YOUR EAP

Our advanced utilization software provides critical statistical insights, showcasing the positive impact of our services. Your organization's utilization reports can be reviewed with your dedicated Client Success Representative.

Utilization Reports:

- Summarize the services National EAP has provided to your organization
- Are available in PDF, XLSX, and CSV formats
- Provide detailed insights into usage across employees

Your Partner in Strengthening Workforce Resilience, Productivity, and Engagement.

Our commitment to delivering a consistently high-quality experience for every member begins with careful monitoring, continuous improvement, and clear standards. Our goal is to ensure every interaction exceeds expectations.

Our clients can rely on:

- Client Satisfaction Surveys for Member and Human Resources
- Quality Monitoring of Call Recording and Evaluation
- Phone System Metrics Monitoring
  - Average Call Answered in < 1 Minute
- Standardized Procedures for Intake Calls and Case Management
  - Two Business Day Turnaround for Referrals to Ongoing Services



Vincent Accardi

Vice President of Business Development

vincentaccardi@nationaleap.com

631-588-8102 x 33 | LinkedIn

EAP PROPOSAL

CREATED ON MAY 22, 2025

3 Year Term Price Guarantee | Proposal Pricing is honored for 180 days

Customized EAP Proposal Options	Price per Employee (PPE) per Month	Annualized Price for 340 US Based Employees	Included in Proposal	Not Included in Proposal (fee for service)
Option 1: 3 sessions	**$1.53**	**$6,256**	**EAP SERVICES:** *Confidential Support & Crisis Counseling *EAP Counseling Sessions **(3 EAP sessions per employee / issue/ year)** *EAP Assessment & Action Planning *Care Management to Ensure Client Satisfaction *Pre-Qualified Referrals for Long Term/Medical Services **WORK-LIFE SERVICES:** *Housing, Child Care & Elder Care Resources and Referrals *Legal Consultation *Financial Consultation *ID Theft Consultation **WELLNESS SERVICES:** *AI Mental Resilience App *Food & Nutrition Education and Referrals *THRIVE Webinars **OAP SERVICES:** *HR and Leadership Consultation *Customized Marketing Support & Utilization Reporting *Unlimited Enhanced Management Referrals	**FEE FOR SERVICE:** * Critical Incident Response ($275 - $325 / hour) * Athrú: CORE Workplace Training ($550 - $750 / hour) * Benefit Fair Attendance ($175 / hour) * Well Checks ($195 / hour) *Set up fee to be determined based on project scope*. *All in person visits do not include travel expenses*
Option 2: 3 sessions with a bank of 2 hours	**$1.72**	**$7,026**	**EAP SERVICES:** *Confidential Support & Crisis Counseling *EAP Counseling Sessions **(3 EAP sessions per employee / issue/ year)** *EAP Assessment & Action Planning *Care Management to Ensure Client Satisfaction *Pre-Qualified Referrals for Long Term/Medical Services **WORK-LIFE SERVICES:** *Housing, Child Care & Elder Care Resources and Referrals *Legal Consultation *Financial Consultation *ID Theft Consultation **WELLNESS SERVICES:** *AI Mental Resilience App *Food & Nutrition Education and Referrals *THRIVE Webinars **OAP SERVICES:** *HR and Leadership Consultation *Customized Marketing Support & Utilization Reporting *Unlimited Enhanced Management Referrals *Bank of **2 hours** to be used toward Critical Incident Response Services, Athru CORE Workplace Training, and/or Benefit Fair Attendance	**FEE FOR SERVICE:(Additional hours can be purchased after hours included in the proposal are used)** * Critical Incidient Response ($275 - $325 / hour) * Athrú: CORE Workplace Training ($550 - $750 / hour) * Benefit Fair Attendance ($175 / hour) * Well Checks ($195 / hour) *Set up fee to be determined based on project scope*. *All in person visits do not include travel expenses*

EAP PROPOSAL

CREATED ON MAY 22, 2025

3 Year Term Price Guarantee | Proposal Pricing is honored for 180 days

Customized EAP Proposal Options	Price per Employee (PPE) per Month	Annualized Price for 340 US Based Employees	Included in Proposal	Not Included in Proposal (fee for service)
Option 3: 6 sessions	**$1.80**	**$7,356**	**EAP SERVICES:** *Confidential Support & Crisis Counseling *EAP Counseling Sessions **(6 EAP sessions per employee / issue/ year)** *EAP Assessment & Action Planning *Care Management to Ensure Client Satisfaction *Pre-Qualified Referrals for Long Term/Medical Services **WORK-LIFE SERVICES:** *Housing, Child Care & Elder Care Resources and Referrals *Legal Consultation *Financial Consultation *ID Theft Consultation **WELLNESS SERVICES:** *AI Mental Resilience App *Food & Nutrition Education and Referrals *THRIVE Webinars **OAP SERVICES:** *HR and Leadership Consultation *Customized Marketing Support & Utilization Reporting *Unlimited Enhanced Management Referrals	**FEE FOR SERVICE:** * Critical Incidient Response ($275 - $325 / hour) * Athrú: CORE Workplace Training ($550 - $750 / hour) * Benefit Fair Attendance ($175 / hour) * Well Checks ($195 / hour) *Set up fee to be determined based on project scope*. *All in person visits do not include travel expenses*
Option 4: 6 sessions with a bank of 4 hours	**$1.99**	**$8,126**	**EAP SERVICES:** *Confidential Support & Crisis Counseling *EAP Counseling Sessions **(6 EAP sessions per employee / issue/ year)** *EAP Assessment & Action Planning *Care Management to Ensure Client Satisfaction *Pre-Qualified Referrals for Long Term/Medical Services **WORK-LIFE SERVICES:** *Housing, Child Care & Elder Care Resources and Referrals *Legal Consultation *Financial Consultation *ID Theft Consultation **WELLNESS SERVICES:** *AI Mental Resilience App *Food & Nutrition Education and Referrals *THRIVE Webinars **OAP SERVICES:** *HR and Leadership Consultation *Customized Marketing Support & Utilization Reporting *Unlimited Enhanced Management Referrals *Bank of **2 hours** to be used toward Critical Incident Response Services, Athru CORE Workplace Training, and/or Benefit Fair Attendance	**FEE FOR SERVICE:(Additional hours can be purchased after hours included in the proposal are used)** * Critical Incidient Response ($275 - $325 / hour) * Athrú: CORE Workplace Training ($550 - $750 / hour) * Benefit Fair Attendance ($175 / hour) * Well Checks ($195 / hour) *Set up fee to be determined based on project scope*. *All in person visits do not include travel expenses*

Employee & Organizational Assistance (EAP/ OAP) Programs *and* Work-Life & Wellness Services

Toll Free: 800.624.2593
www.nationaleap.com
490 Wheeler Road, Suite 102, Hauppauge, NY 11788

CONNECT WITH US!

TABLE OF CONTENTS

- About National EAP
- Understanding Your Needs
- Selecting an EAP Provider
- Member Services
  - Employee Assistance Program Services
  - Work-Life Services
  - Wellness Services
- Organizational Services
  - HR and Leadership Consultation Services
  - Enhanced Management Referral Program
  - Critical Incident Response Services
  - Well Checks
  - Marketing Support
  - Usage & ROI
- ATHRÚ: Workplace Training and Coaching
- Our Commitment to You
- Why National EAP

NATIONAL EAP People • Partners • Productivity

ABOUT NATIONAL EAP

National EAP: Real Solutions for Real People, in Real Time

For over 40 years, National EAP has been transforming workplaces and improving lives nationwide. As an award-winning provider headquartered on Long Island, New York, we specialize in fully customized employee and organizational assistance programs that empower employees and drive organizational success.

Our mission is to foster positive growth in the workplace, maximize individual and group potential, and help drive and sustain cultures of excellence. We believe in the power of **personalized care, proactive engagement, and meaningful connections** to create lasting impacts on well-being and workplace culture.

At National EAP, we are committed to partnering with organizations to identify the innovative solution that's right for them to build a thriving workplace where employees feel supported, valued, and ready to succeed.

MEET THE NATIONAL EAP TEAM



Julie Prisco, MFT, CEAP

Director of
Client Success
Email | LinkedIn



Vincent Accardi

Vice President,
Business Development
Email | LinkedIn



Aoifa O'Donnell, LCSW

President and
Chief Executive Officer
Email |LinkedIn



Kim Robinson

Business Development
Coordinator
Email | LinkedIn

UNDERSTANDING YOUR NEEDS

Partnering to Empower Your Workforce Through Customized Support

At National EAP, we know that no two organizations are the same. Each workplace has its own unique culture, challenges, and goals. That's why we take the time to truly understand your organization—its people, its priorities, and the factors driving its success.

Our approach begins with collaboration. By working closely with your leadership and HR teams, we identify the specific needs of your workforce, from improving mental health support to resolving workplace conflicts or enhancing employee engagement.

To Meet Your Needs, We Provide:



Comprehensive Assessments: Identifying your organization's unique challenges and opportunities.



Tailored Solutions: Custom EAP programs that address workforce needs and organizational goals.



Proactive Engagement: Early intervention strategies to resolve issues before they escalate.



Compassionate Support: Accessible resources that empower and care for employees.



Expert Risk Management: Skilled handling of complex, high-risk situations to protect your workforce.

By aligning our expertise with your vision, National EAP delivers solutions that foster well-being, improve productivity, and create a supportive workplace culture. When your organization thrives, so do your people—and we're here to make that happen.

SELECTING AN EAP PROVIDER

Organizations today face complex challenges that directly impact employee well-being and workplace performance. Reactive approaches to managing employee concerns often fall short, leading to increased absenteeism, reduced productivity, and higher turnover.

Selecting the right Employee Assistant Program (EAP) provider is an investment in your people and your organization's success. The true value lies in a balance of **Provider, Programs, and Price**—ensuring you receive a partner who delivers meaningful, measurable outcomes.

QUALITY ASSURANCE

At the heart of our operations is a strong commitment to delivering a consistently high-quality experience for every member we serve. We believe exceptional service begins with careful monitoring, continuous improvement, and clear standards. Our goal is to ensure every interaction exceeds expectations.

Our clients can rely on:

- **Client Satisfaction Surveys for Member and Human Resources**
  Allowing us to identify strengths, uncover opportunities for improvement, and tailor our services to better meet the evolving needs of our clients.
- **Quality Monitoring of Call Recording and Evaluation**
  Evaluating calls based on established quality benchmarks, ensuring professionalism, accuracy, and empathy in every conversation.
- **Metrics Monitoring of Phone Systems**
  Real-time oversight helps us maintain a smooth and responsive service experience. An average call is answered in under one minute, ensuring members get the assistance they need without delay.
- **Standardized Procedures for Intake Calls and Case Management**
  Ensuring every member receives thorough, equitable, and streamlined support at every touchpoint. We provide a two-business day turnaround for referrals and ongoing services, supporting timely access to care and minimizes unnecessary delays in treatment or support.

SELECTING AN EAP PROVIDER

Deciding to invest in an additional expense may be initially challenging, but when considering the benefits of a top-tier EAP, the choice becomes clear.

National EAP offers comprehensive services for organizations and their employees, including Action Plans with personalized care management, resulting in transformative outcomes and cost savings through efficient referrals. The holistic approach ensures a strong ROI while supporting individual members and the organization.

RESULTS YOU CAN EXPECT

Productivity

EAPs lead to **20%** higher employee productivity.

(Source: National Business Group on Health)

Less Absenteeism

EAPs cut absenteeism by **33%**.

(Source: EAP Association)

Keeping Talented Employees

80% of employees consider mental health support when choosing a job.

(Source: World Health Organization)

Better Morale & Engagement

EAPs lead to **25%** happier employees.

(Source: International Employee Assistance Professionals Association)

Cost savings

Every EAP dollar returns **$3 to $10** due to lower healthcare, less turnover, and fewer legal issues.

(Source: U.S. Department of Labor)

> For over 15 years I have been a proud and extremely satisfied employer representative/client of National EAP. Their resources, quick response, training, professionalism and management support has been invaluable.
>
> They complement the team doing what they do better than anyone else so our managers can get back to what they do best.
>
> **– Director of HR, Riverhead Building Supply Co.**

SUPPORT SERVICES FOR YOUR EMPLOYEES & ORGANIZATION

Our **Employee Assistance Program (EAP)** and **Organizational Assistance Program (OAP)**, along with our **Work-Life and Wellness Services**, offer 24/7 support to help employees and organizations manage stress, mental health, work-life balance, financial planning, and more. Accessible via phone, email, live and online chat, virtual, in-person, and AI app, we provide personalized care to keep your team and organization resilient, productive, and engaged.

COMPREHENSIVE SUPPORT FOR YOUR WORKFORCE

Our approach extends beyond conventional services, offering robust solutions for your organization and employees.

Your employees will have access to:

- Confidential Support & Counseling
- EAP Assessment and Referral
- Work-Life Services
- Member Portal & Resources
- Monthly LIVE Webinars & On-Demand Recordings
- Work/Life Services: Legal, Financial, & ID Theft Consultation
- Food & Nutrition: Education and Referral Services
- AI Mental Resilience App

Your organization will have access to:

- Critical Incident Response Services
- Enhanced Management Referrals
- Professional Development
- Expert Consultation & Solutions for Workplace Issues



MEMBER: EMPLOYEE ASSISTANCE PROGRAM (EAP)

TAILORED TO YOUR WORKFORCE

Our confidential Employee Assistance Program (available 24/7/365) is designed to support your employees and their household members, whenever and however they need it.

Services Include:

- Confidential Support & Crisis Counseling
- EAP Counseling Sessions
- EAP Assessment & Action Planning
- Care Management to Ensure Client Satisfaction
- Pre-Qualified Referrals for Long Term/Medical Services

Flexible EAP Counseling Options

We understand and prioritize the need for accessibility and comfort by offering multiple ways for your employees to engage in their EAP counseling sessions. Choose the format that best suits your needs:

- **In-Person Sessions** – Meet with a counselor at a location convenient to you.
- **Telephonic Counseling** – Speak with a professional from anywhere.
- **Video Counseling** – Connect securely online for virtual support.

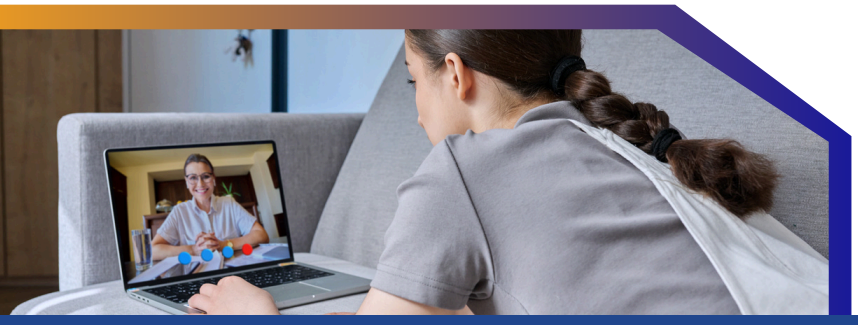
In addition, we partner with BetterHelp, giving your employees quick access to licensed therapists via a virtual self-service platform, making counseling more accessible and flexible.

betterhelp

Member Website Demo
CLICK HERE
username – national
password – demo

WATCH NOW >>
What National EAP Offers





MEMBER: WORK-LIFE SERVICES



Our Work-Life Services are designed to provide employees with fast, convenient access to expert guidance and community resources, reducing stress and saving valuable time. By addressing personal and professional challenges, these services help employees maintain focus, enhance productivity, and build resilience in all areas of their lives.

Comprehensive Support Services Include:

- **Child & Adult Care Referrals** – Expert assistance in finding reliable childcare, eldercare, and specialized care services to support your family's unique needs.
- **Legal Consultation** – A 30-minute consultation with a local attorney, available in person or over the phone, to help navigate legal concerns such as family law, estate planning, and landlord-tenant disputes.
- **Financial Consultation** – A 30-minute telephonic session with a Certified Financial Planner (CFP) or Licensed CPA to provide guidance on budgeting, debt management, investments, and retirement planning.
- **ID Theft Consultation** – Support and resources to help prevent, detect, and recover from identity theft, including assistance with credit monitoring and fraud resolution.
- **Housing Services** – Guidance on housing-related matters, including home buying, renting, mortgage assistance, and relocation support.

MEMBER: WELLNESS SERVICES



AI MENTAL RESILIENCE APP

Our innovative AI-powered app, Wysa, offers personalized tools to help you take charge of your well-being. Grounded in Cognitive Behavioral Therapy (CBT), Wysa is designed to support your employees in building resilience and enhancing mental health through a structured, clinically validated program.

Key Features Include:

- **Personalized CBT-based Tools** – Tailored exercises and guidance to help manage stress, anxiety, and other mental health challenges.
- **Clinically Validated Program** – Structured content backed by mental health professionals to ensure effective outcomes.
- **On-Demand Support** – 24/7 access to the app, empowering users to engage with mental health resources at their convenience.
- **Progress Tracking** – Monitor personal growth and milestones in mental resilience.

Wysa's intuitive design and evidence-based approach make it an effective, accessible resource for individuals seeking to strengthen their mental well-being.



FOOD & NUTRITION: EDUCATION & REFERRAL SERVICES

Nutrition health is a critical component of overall wellness, and we are committed to helping your employees prioritize it. Through our collaboration with Kelly's Choice, a leading provider of nutrition health support, your employees have access to:

- **Medical Nutrition Counseling Referrals:** Covered by most major insurances, with self-pay and HSA/FSA options.
- **Personalized Support:** Virtual 1:1 nutrition counseling with expert & flexible Registered Dietitians.

MEMBER: WELLNESS SERVICES

THRIVE WEBINAR SERIES

A dynamic education program is designed to foster employee well-being and personal growth. Hosted monthly by industry experts, each live session focuses on key themes impacting workplace success, benefiting both employees and leadership. With quarterly topics that address essential skills and challenges, THRIVE webinars provide meaningful opportunities for development and reflection.

Sample a Previous THRIVE Webinar on "Do's and Don'ts of Professional Emails"
CLICK HERE >>

2025 Webinars

Q1: Goal Setting and Time Management

- **January (Leadership Spotlight):** Driving Success with Goal Setting for Leaders
- **February (General Session):** Setting Goals that Stick
- **March (General Session)**: Boosting Productivity with Time Management

Q2: Workplace Culture

- **April (Leadership Spotlight):** Fostering Psychological Safety at Work
- **May (General Session):** Understanding & Respecting Differences
- **June (General Session):** Working Collaboratively as a Team

Q3: Enhancing Communication

- **July (Leadership Spotlight):** Emotionally Intelligent Communication for Leaders
- **August (General Session):** Communicating Well with Difficult People
- **September (General Session):** Exploring Verbal De-Escalation Strategies

Q4: Building Resilience

- **October (Leadership Spotlight):** Leading Through Change
- **November (General Session):** Understanding Change: From Resistance to Resilience
- **December (General Session):** Embracing Self-Care

ORGANIZATIONAL SERVICES



HR AND LEADERSHIP CONSULTATION SERVICES

National EAP offers expert, consultative guidance for HR and Leaders, fostering a healthier, more productive workplace. We assist with leadership development, performance management, communication, conflict resolution, employee well-being, and organizational culture. You can rely on National EAP for support on how to address challenging workplace incidents and employee concerns.

A Consultation Helps:

- Cultivate a positive workplace atmosphere
- HR and Leaders enhance team management skills and improve communication

Consultation Services Provide:

- Expert guidance on reducing the human impact of organizational crises.
- Education and guidance in behavioral health
- Strategies for handling workplace challenges proactively

HR professionals and Leaders turn to Consultation Services for a proactive approach to employee support and can be the first step toward formal management referrals.
As part of our OAP, management can also benefit from:

- Enhanced Management Referral
- Critical Incident Response
- Workshops and Trainings
- Coaching and Mediation
- EAP Well Check



ENHANCED MANAGEMENT REFERRAL PROGRAM

The Enhanced Management Referral Program is designed to help organizations address performance issues, improve employee behavior, and foster a more productive, positive workplace. Unlike standard programs that simply confirm attendance, ***we focus on delivering measurable outcomes***.

By referring employees to this expert-led program, you can:

- **Correct Behavioral Issues:** Address underlying causes of problematic behavior and guide employees back on track to meet company standards.
- **Enhance Performance:** Empower employees to make lasting improvements, increasing productivity and overall job satisfaction.
- **Maintain Consistent Communication:** HR and leadership are kept informed through bi-weekly progress reports, ensuring transparency and alignment at every stage.

This structured, confidential process offers employees the support they need to realign with company expectations, while providing HR with attendance, compliance, and progress updates to ensure transparency and facilitate ongoing support throughout the program.

ORGANIZATIONAL SERVICES



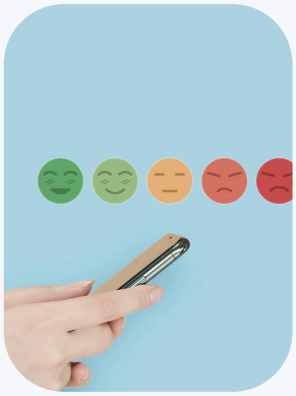
CRITICAL INCIDENT RESPONSE SERVICES

Our Critical Incident Response (CIR) Services provide immediate support to help organizations manage and recover from traumatic events. We offer crisis counseling, debriefing, and follow-up care to help you and your employees get through a difficult or stressful situation. You can count on National EAP before, during, and after the situation is resolved.

Key features include:

- Same Day/Next Day Availability
- In-Person/Virtual Options
- Trauma Debriefing & Education
- Bereavement Support

Our team supports your organization with sensitivity and care while fostering increased resilience in your workforce.



WELL CHECKS

The Well Checks Program offers 15-minute check-ins with a counselor to help your employees gain insights into their personal wellness. These sessions provide a safe and casual environment for individuals to start their wellness journey, offering education, resources, a wellness assessment, and a personalized action plan tailored to their unique needs.

Well Checks serve as an excellent introduction to EAP services, seamlessly connecting your employees to the support they may require and encouraging them to take the first step toward improved well-being—all while enhancing the visibility and impact of EAP services.

Available for an additional fee.

ORGANIZATIONAL SERVICES: MARKETING SUPPORT

MAXIMIZING VISIBILITY AND EMPLOYEE ENGAGEMENT

We understand that visibility and engagement are crucial to the success of an Employee Assistance Program (EAP). That's why we make tools and strategies available to embed EAP into your company culture effectively.

Customized Marketing Support for Your Organization

We offer a comprehensive suite of marketing support designed to highlight and promote EAP services.

This includes:



Full Suite of Marketing Material: Ready-to-use resources to promote EAP services, resources relevant to your workforce and current events.



Marketing Strategy Meetings: Tailored planning sessions to optimize communication and engagement.



Utilization Reviews: Regular analysis to assess program effectiveness and areas for growth.



Digital Newsletters:

- **Monthly Employee Newsletter** providing engaging content to keep EAP top of mind for your employees.
- **Quarterly HR Leadership Newsletter** offerings: Insights and updates specifically for organizational leaders.



Webinar Events: Promotional material to drive awareness of educational and wellness events.



Employee Tip Sheets: Practical advice to support everyday well-being.



Orientations for Managers and Employees: Available both live and prerecorded to ensure comprehensive understanding and utilization of EAP services.



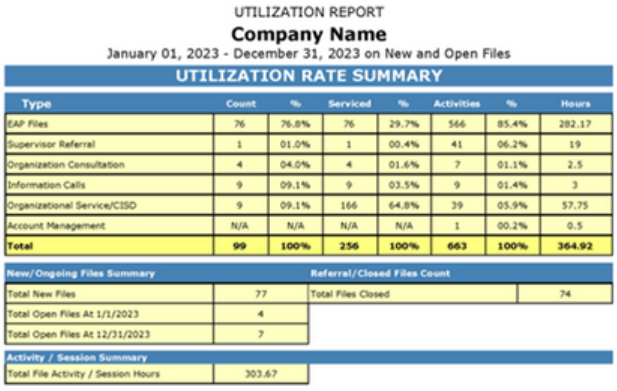
Health and Benefit Fair Attendance: Opportunity to have a representative at your organization's health and benefits fairs.

ORGANIZATIONAL SERVICES: MEASURING USAGE & ROI

UNDERSTANDING THE IMPACT OF YOUR EAP

It's important that you understand the impact your Employee Assistance Program is having and how your employees are utilizing what they have access to. Our advanced utilization software provides critical statistical insights, showcasing the positive impact of our services.

Your organization's utilization reports are accessible and can be reviewed with your dedicated Client Success Manager. During a consultation with your Client Success Manager, you'll receive tailored recommendations to maximize the benefits of your EAP and develop strategies to further enhance employee well-being.



UTILIZATION REPORT

Company Name

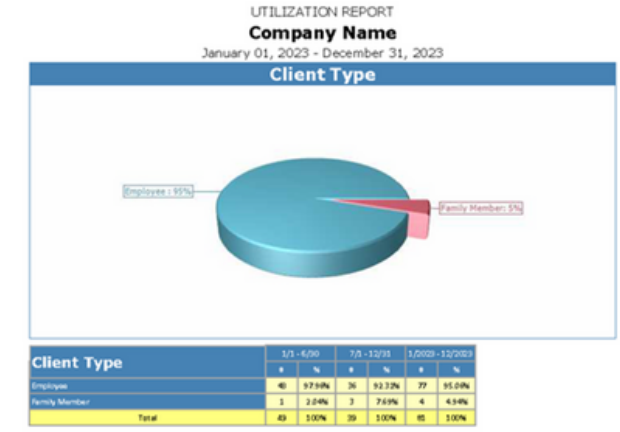
January 01, 2023 - December 31, 2023 on New and Open Files

UTILIZATION RATE SUMMARY

Type	Count	%	Serviced	%	Activities	%	Hours
EAP Files	76	76.8%	76	29.7%	566	85.4%	282.17
Supervisor Referral	1	01.0%	1	00.4%	41	06.2%	19
Organization Consultation	4	04.0%	4	01.6%	7	01.1%	2.5
Information Calls	9	09.1%	9	03.5%	9	01.4%	3
Organizational Service/CISD	9	09.1%	166	64.8%	39	05.9%	57.75
Account Management	N/A	N/A	N/A	N/A	1	00.2%	0.5
Total	**99**	**100%**	**256**	**100%**	**663**	**100%**	**364.92**

New/Ongoing Files Summary		Referral/Closed Files Count	
Total New Files	77	Total Files Closed	74
Total Open Files At 1/1/2023	4		
Total Open Files At 12/31/2023	7		

Activity / Session Summary	
Total File Activity / Session Hours	303.67



UTILIZATION REPORT

Company Name

January 01, 2023 - December 31, 2023

Client Type

Client Type	1/1 - 6/30		7/1 - 12/31		1/2023 - 12/2023	
	#	%	#	%	#	%
Employee	40	97.94%	36	92.31%	77	95.04%
Family Member	1	2.04%	3	7.69%	4	4.94%
Total	49	100%	39	100%	81	100%

Utilization Reports Provide:

- Summarize the services National EAP has provided to your organization.
- Are available in PDF, XLSX, and CSV formats
- Provide detailed insights into the breakdown of employee and family member usage.

ORGANIZATIONAL SERVICES:
ATHRÚ: WORKPLACE TRAINING AND COACHING

Athrú, the innovative workplace training and coaching brand powered by National EAP. With over 20 years of experience delivering impactful workplace training nationwide, National EAP brings its expertise to Athrú, offering organizations comprehensive solutions to elevate professional development, boost productivity, and transform workplace culture.

ATHRÚ
TRAINING PARTNERS
NATIONAL EAP

Derived from the Irish word for "change" or "transformation," Athrú embodies our shared commitment to fostering growth and positive change. Through a diverse range of training and coaching services, Athrú is designed to help organizations elevate professional development, boost productivity, and transform workplace culture, Athrú provides comprehensive and customizable solutions for businesses of all sizes.

Flexible Training Options:

- Available in-person, live virtual, or pre-recorded video formats.
- Training sessions range from 1 hour to full day programs for maximum impact.

CLICK HERE TO BOOK A TRAINING CONSULTATION

Key Features

- Over 70 course offerings
- Custom training solutions available
- Dedicated learning and development partner
- Services available in-person or virtual
- Specializes in live training delivery
- Dedicated to empowering individuals and organizations to thrive
- Practical tools to strengthen team dynamics and workplace culture
- Expert facilitators dedicated to delivering meaningful, lasting impact
- Comprehensive solutions for organizational development – individual and group interventions

Services Available:

- Management Development Training
- Soft-Skill Training
- Wellness Training
- Policy Training
- NYS Sexual Harassment Awareness and Prevention Training
- Diversity, Equity, Inclusion, and Belonging Training
- Everything DiSC ® Programming
- Adult Mental Health First Aid Training
- Leadership Coaching

OUR COMMITMENT TO YOU

YOUR EMPLOYEES ARE OUR PRIORITY.

We prioritize the well-being of your employees by ensuring each call receives the highest quality support, with all needs carefully attended to. **We are dedicated to providing comprehensive care for both you and your employees.**

Comprehensive Support:

- Employees receive personalized assessments and guidance, with tailored action plans.

Long-term Support Approach:

- For needs beyond short-term assistance, our Dedicated Client Success Team refers employees to long-term counselors and community resources based on their specific needs.

Care Access and Satisfaction:

- We ensure chosen healthcare providers are compatible and accessible, with continuous follow-ups to guarantee positive outcomes and satisfaction.

Partnership for Organizational Support:

- Partner with us to foster a culture of care, well-being, and employee satisfaction throughout your organization.

MEET OUR CLIENT SUCCESS TEAM



Julie Prisco, MFT, CEAP
Director of
Client Success
Email | LinkedIn



Stephanie Devine
Client Success
Representative
Email | LinkedIn

WHY NATIONAL EAP

We are committed to delivering personalized, compassionate support and comprehensive solutions tailored to your unique needs.

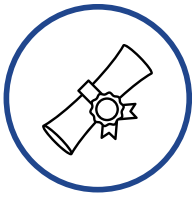
When you select National EAP as your provider you receive:



Utilization Strategy Partnership



A Dedicated Client Success Representative



Experienced EAP Counselors Available 24/7/365



Program Customization



BetterHelp Counseling Option



Food & Nutrition Education and Referral Services



EAP and Work-Life sessions available for unlimited issues



Guided Program Launch & Proactive Marketing Strategy



Athru: Your Learning & Development Partner



Multi-Access to EAP Services: email, call, text, or live chat



Monthly Live Webinars by National EAP



AI Mental Resilience App

TESTIMONIALS

"Each counselor I've worked with has been so wonderful. Compared to other counseling services, I feel National EAP has had the most compassionate counselors with helpful guidance and support."

- Sherwood Lumber employee

"Thank you for saving me from myself and making my healing journey come true, I feel like I've been praying for these sessions for years but was too overwhelmed with time and life to make space. You were the push I really needed."

-Avant Gardner Employee

During the COVID-19 pandemic, when our employees needed National EAP the most, they responded with virtual therapy sessions, helpful webinars, and even face masks! They were there when we needed them, and we are forever grateful.

-- Sr. Vice President, Human Resources of MercyFirst



of respondents confirmed that we helped them effectively address their concerns



of respondents acknowledged us as a valuable company-sponsored service.



** Source: National EAP 2023 Quarterly Survey

RESOLUTION NO. 146 -2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ENVIRONMENTAL RESTORATION PROGRAM STATE ASSISTANCE CONTRACT NO. DE01-C1463GG-3350000 TO INCREASE THE TOTAL REMEDY IMPLEMENTATION COST TO $332,488.00 FOR 350-352 LIBERTY STREET A/K/A 350 LIBERTY STREET (SECTION 12 BLOCK 1, LOT 25) SITE NO: B00189

WHEREAS, by Resolution No. 251-2021 of October 25, 2021, the City Council of the City of Newburgh authorized Todd Venning, City Manager and Director of Finance, to act on behalf of the City of Newburgh in all matters related to State assistance under the New York State Environmental Conservation Law ("ECL") Article 56, Title 5; to apply for participation in the 2021 Environmental Restoration Program ("ERP"); to enter into an agreement to undertake an environmental restoration project on behalf of the City; to execute the 2021 ERP Agreement; and to submit documentation, and otherwise act for the City's governing body in all matters related to State assistance regarding the remediation of 350-352 Liberty Street, Site No. B00189 (the "Project"); and

WHEREAS, by Resolution No. 208-2023 of October 10, 2023, the City Council approved an agreement with HRP Associates, Inc. for professional engineering and environmental services necessary to undertake and complete the selected remedial alternative for the Project; and

WHEREAS, due to the age of the original estimates from 2013 and additional costs identified during the remedial design phase, the total cost to implement the selected remedy is now estimated to be $332,488.00 which requires an amendment to the 2021 ERP Agreement; and

WHEREAS, the City will fund its portion of the cost of the Project by reimbursing New York State Department of Environmental Conservation at least ten percent (10%) of Project costs and that such costs will be derived from Budget Line A.1918.0400 Grant Match;

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

1. That Todd Venning, City Manager and Director of Finance, is the representative authorized to act on behalf of the City of Newburgh in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to execute an amendment to the 2021 ERP Agreement (SAC No. DE01-C1463CG-3350000) to increase the total implementation cost to

$332,488.00, submit Project documentation, and otherwise act for the City's governing body in all matters related to the Project and to State assistance.

2. That the City agrees that it will fund its portion of the cost of the Project by reimbursing New York State Department of Environmental Conservation at least ten percent (10%) of Project costs and that funds will be available to reimburse New York State Department of Environmental Conservation within ninety (90) days after receipt of an invoice from the Department.

3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation.

4. That this Authorization takes effect immediately.

CERTIFICATE OF RECORDING OFFICER
STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 20__.

_____
Clerk, City of Newburgh

Morris, Jason

From: Starr, Justin C (DEC) <Justin.Starr@dec.ny.gov>
Sent: Thursday, June 5, 2025 10:59 AM
To: Spinelli, Allison
Cc: Morris, Jason; Reilly, Helen; Patrick Montuori; jesse.zahn@hrpassociates.com
Subject: RE: Request for Sample Resolution/Language for City Council Approval

Hi Allison,

The budget / scope amendment for each site just involve a letter detailing the amendment request. HRP has done those in the past for DEC Standby Work Assignment amendments. It would be very similar for the Johnes and Liberty St sites. There isn't any formal resolution language used in those amendments. Were you thinking of something in particular?

The two prior municipal resolutions can be used as the basis for the amended resolutions. I don't have any specific language to be used for those either since it's a City of Newburgh resolution. As long as it commits the City to paying 10% of the amended budget cost, we should be good.

Justin

From: Spinelli, Allison <aspinelli@cityofnewburgh-ny.gov>
Sent: Thursday, June 5, 2025 10:42 AM
To: Starr, Justin C (DEC) <Justin.Starr@dec.ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>; hreilly@cityofnewburgh-ny.gov; Patrick Montuori <patrick.montuori@hrpassociates.com>; jesse.zahn@hrpassociates.com
Subject: Request for Sample Resolution/Language for City Council Approval

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Justin:

We're working on documents required for our presentation to City Council, and we'd like additional information

Does DEC have a sample resolution which includes the required language for DEC's review/approval of the amendment request?

Attached are the two prior CNB Resolutions which were approved for Johnes and Liberty.

Thank you,

Allison Spinelli
Assistant City Engineer

THE CITY OF
NEWBURGH
NEW YORK

83 Broadway

Newburgh, New York 12550
Phone: (845) 569.7450
Email: aspinelli@cityofnewburgh-ny.gov

MOVE YOUR ENVIRONMENT FORWARD

May 2, 2025

Mr. Justin Starr, PG
Professional Geologist, Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway, Albany, New York 12233-4500

RE: MASTER CONTRACT FOR GRANTS (MCG) BUDGET AMENDMENT FOR REMEDIAL ACTION AT 350-352 LIBERTY STREET SITE, NEWBURGH, NEW YORK (NYSDEC #B00189, HRP #NEW6313.RA)

Dear Mr. Starr:

HRP Associates, Inc. (HRP) has prepared this letter on behalf of the City of Newburgh (the City) to request a budget amendment for the Master Contract for Grants (MCG) for implementation of the selected remedy at the 350-352 Liberty Street Site (#B00189 referred to herein as the Site), owned and managed by the City. The City previously applied for and received a New York State Department of Environmental Conservation (NYSDEC) Environmental Restoration Program (ERP) grant with an MCG budget of $120,212, eligible for 90% reimbursement by the NYSDEC. The original MCG budget was based on the estimated cost to construct the Site remedy published in the April 2013 Record of Decision (ROD). In 2023, the City contracted HRP to implement the remedy with the understanding that the MCG budget may need to be amended due to the age of the original estimate and additional costs identified during the remedial design phase.

Based on work completed to date, HRP estimates the total cost to implement the remedy to be $332,488, reflecting an amendment of $212,276. An explanation of the additional costs is included below and in the attached cost estimate (**Attachment A**). The City Council has reviewed HRP's cost estimate and has passed the attached resolution (**Attachment B**) to request the MCG budget amendment from NYSDEC, with the understanding that the City will be responsible for a cost of $33,249, 10% of the total cost to implement the remedy. In addition, the City requests that the MCG term be extended through December 31, 2026, at which point all work outlined in the attached cost estimate is expected to be completed.

Description of Selected Remedy and Design

The selected Site remedy is intended to allow for restricted-residential use of the Site and consists of the installation of a cover system in areas of the Site where the upper two feet of exposed surface soil exceed applicable soil cleanup objectives (SCOs). The Site cover system designed by HRP in consultation with the City and NYSDEC, is to consist of a site-wide one-foot thick recycled asphalt pavement (RAP) surface placed over a geotextile demarcation layer, covering an area of approximately 5,300 square feet. The RAP used for the cover system will be supplied by the City from stockpiles generated by road resurfacing projects. Prior to installation of the cover system the Site will be cleared and grubbed of vegetation. Due to the existing topography, grading will be required to bring the Site cover area to a consistent grade.

Engineer's Cost Estimate

HRP's cost estimate for the implementation of the proposed remedy presented in **Attachment A**, is based on a combination of actual costs spent to date, engineering judgment and experience and, as applicable, the unit costs identified in the New York State Department of Transportation (NYSDOT) United States (U.S) Customary Contracts Let 1/1/2022 to 11/31/2022, Weighted Average Item Price Report by Item, Region and Quarter unit price costing.

Costs Spent To Date

The revised engineer's cost estimate includes the costs that have been incurred to date for remedial design work. This includes the following:

- A Site inspection to assess existing conditions and a conceptual design meeting with the City to discuss the planned future use of the Site.
- Preparation of the NYSDEC-required Citizen Participation Plan (CPP).
- Completion of a Pre-Design Investigation (PDI) which included replacement of the compromised monitoring well network and groundwater emerging contaminant sampling, completion of a land survey of existing site conditions.
- Development of the draft Remedial Action Work Plan (RAWP), which is currently in progress.

Soil Cover System Construction

The soil cover system construction costs include the following:

- Clearing and grubbing of vegetation in the Site cover area.
- Protection of monitoring wells and, if deemed necessary, decommissioning and re-installation of monitoring wells.
- Placement of erosion and sedimentation controls (silt fence, catch basins, construction tracking pads).
- Selective demolition and removal of miscellaneous construction debris.
- Grading which includes cut and fill to bring the Site cover system area to a consistent grade.
- Characterization and off-site disposal of soils removed for grading.
- Installation of a demarcation layer (geotextile filter fabric).
- Import, placement, and compaction of RAP supplied by the City.

Engineering Costs

Engineering costs are applied to the estimated cost to account for the various costs in bringing the proposed remedy through construction into the Site management phase.

Engineering costs include the following:

- Contractor Bid Documents.
- Health and Safety (Community Air Monitoring Program [CAMP]).
- Engineering Oversight.
- Post-Remediation Groundwater Sampling.
- Green Sustainable Remediation Analysis (Required by NYSDEC).
- Final Engineering Report.

- Site Management Plan.

Explanation of Increased Costs

- **Age and Level of Detail of Original Cost Estimate** – The cost estimates developed for the ROD were based on "present worth costs" in 2013 using limited level of detail in the conceptual design of the remedy which did not include several elements described below. A detailed line item breakdown of the cost estimates are not included in the ROD and were not provided to the City or HRP.
- **Engineering Costs** - The ERP budget of $120,212 was based on the $114,000 "cost to construct the remedy" estimated in the 2013 ROD. This estimate presumably did not account for engineering costs as the ROD estimated a larger sum of $145,000 as the "cost to implement the remedy".
- **Additional Pre-Design Investigation (PDI) Activities** - The PDI included numerous activities which could not have been anticipated by the 2013 cost estimate, including extensive sampling for emerging contaminants per-and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, and re-installation of the compromised monitoring well network.
- **Green and Sustainable Remediation Analysis** – In 2024, NYSDEC established new requirements to prepare pre- and post-construction environmental footprint analyses for the remedy. The costs for these analyses would not have been accounted for in the original estimates.
- **Pre- and Post-Remediation Groundwater Sampling** – During the remedial design phase, NYSDEC requested a round of pre- and post-remediation groundwater sampling be completed at the Site that would not have been included in the 2013 estimate.

Contingencies

A 20% contingency is used to adjust the estimated construction cost subtotal such that the total cost will account for unforeseen variables that are difficult to quantify or cover portions of work that were not estimated.

If you have any questions or require additional information, please feel free to contact Jesse Zahn at (518) 877-7101.

Sincerely,

Patrick Montuori, PG
Project Manager

Thomas Seguljic, PE
Professional Engineer

Jesse Zahn, PG, CHMM
Regional Manager

CC: Jason Morris, PE, City of Newburgh
Allison Spinelli, City of Newburgh

Attachments: HRP Cost Estimate
City of Newburgh Council Resolution

Engineer's Cost Estimate for Site Cover System Install

City of Newburgh, NY

350-352 Liberty St, Newburgh, New York

Site No. B00189

Engineering Costs - Complete/In Progress

	Item	Unit	Quantity	Unit $	Total Cost
	Site Inspection and Conceptual Cap Design Meeting *(Complete)*	LS	1	$ 2,643	$ 2,643
	Citizen Participation Plan *(In Progress)*	LS	1	$ 6,536	$ 6,536
	Pre-Design Investigation/Emerging Contaminant and Soil Vapor Intrusion Sampling (*In Progress)*	LS	1	$ 44,357	$ 44,357
	Site Survey Base Mapping *(Complete)*	LS	1	$ 5,928	$ 5,928
	Remedial Action Work Plan (RAWP) Development *(In Progress)*	LS	1	$ 14,132	$ 14,132
	MCG Amendment *(In Progress)*	LS	1	$ 1,553	$ 1,553
A	**Subtotal Engineering Costs Complete/In Progress Tasks**				**$ 75,149**

Estimated Construction Cost

	Item	Unit	Quantity	Unit $	Total Cost
	Mobilization/Demobilization	LS	1	$ 5,500	$ 5,500
	Contractor General Conditions	LS	1	$ 5,000	$ 5,000
	Site Preparation				$ 18,500
	Mowing / Brush Removal	*LS*	*1*	*$ 500*	*$ 500*
	Decommission Monitoring Wells (if needed)	*LS*	*1*	*$ 5,000*	*$ 5,000*
	E&S Controls (Perimeter controls, construction entrance, catch basin inserts)	*LS*	*1*	*$ 5,000*	*$ 5,000*
	Waste Characterization Soil and Water Sampling	*LS*	*1*	*$ 8,000*	*$ 8,000*
	Cap Construction				$ 79,718
	Excavation of Non-Haz Material	*CY*	*200*	*$ 60*	*$ 12,000*
	Transport + Disposal of Non-Haz Material (Clean Earth Fort Edward)	*Ton*	*300*	*$ 150*	*$ 45,000*
	Geotextile Fabric, non-woven, 120lb	*SY*	*600*	*$ 4*	*$ 2,568*
	Import/Transport of Millings for Grading/Soil Cover (assume 12 CY truck, 20 min wait, 6 mile cycle, 30 MPH)	*CY*	*220*	*$ 38*	*$ 8,360*
	Placement/Compaction of Millings	*CY*	*220*	*$ 20*	*$ 4,290*
	Final Grading	*LS*	*1*	*$ 7,500*	*$ 7,500*
	Removal & Replacment of Chain Link Fence				$ 8,467
	Fencing demolition, chain link, to 6' high, remove only, excludes hauling	*LF*	*175*	*$ 4*	*$ 737*
	Fence, chain link, fabric, steel, galavanized, 9 ga., 2" mesh, 8'H, includes hardware	*LF*		*$ 16*	*$ -*
	Fence, fabric & accessories, fabric, galvanized, 9 ga, 1.2 oz coat, 2" mesh, 8'	*LF*	*175*	*$ 4*	*$ 737*
	Fence, chain link industrial, galvanized steel, 6 ga. Wire, 2" posts @ 10' OC, 6' high, includes excavation & c	*LF*	*175*	*$ 40*	*$ 6,993*
	Install Replacement Monitoring Wells (4 wells, if needed)	LS	1	$ 14,000	$ 14,000
	Construction Surveys (Post Construction)	EACH	1	$ 5,000	$ 5,000
	Subtotal Estimated Construction Cost w. Contingency				**$ 136,185**
	Contingencies (Applied to Subtotal Estimated Construction Cost)		20%		$ 27,237
B	**Subtotal Estimated Construction Cost**				**$ 163,421**

Engineering Costs - Remaining

	Item	Unit	Quantity	Unit $	Total Cost
	Contractor Bid Documents	LS	1	$ 8,844	$ 8,844
	CAMP Equipment	WEEK	6	$ 2,000	$ 12,000
	Engineering Oversight	WEEK	6	$ 7,344	$ 44,064
	Post Remediation Groundwater Sampling (4 wells, VOCs, SVOCs, RCRA 8 Metals, PFAS)	LS	1	$ 10,986	$ 10,986
	Green Sustainable Remediation - Post Remediation Analysis	LS	1	$ 2,912	$ 2,912
	Final Engineering Report (FER)	LS	1	$ 6,700	$ 6,700
	Site Management Plan (SMP)	LS	1	$ 6,000	$ 6,000
	Project Support	LS	1	$ 2,412	$ 2,412
C	**Subtotal Engineering Costs Remaining**				**$ 93,918**

	TOTAL COST ESTIMATE (A + B + C)	**$ 332,488**

Budget by Task
City of Newburgh, NY
350-352 Liberty St, Newburgh, New York
Site No. B00189

	Original Cost (HRP 11-2023)	Est. Total Cost	Spent	Progress
Task 1: Site Inspection and Conceptual Cap Design Meeting	**$ 2,638**	**$ 2,643**	**$ 2,643**	Complete
Task 2: Citizen Participation Plan	**$ 6,536**	**$ 6,536**	**$ 5,965**	Active
Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling	**$ 16,522**	**$ 44,357**	**$ 41,849**	Active
Task 4: Site Survey Base Mapping, if Required	**$ 9,678**	**$ 5,928**	**$ 5,928**	Completed
Task 5: RAWP Development	**$ 11,220**	**$ 14,132**	**$ 11,294**	Active
Task 6: MCG Amendment	**$ 1,553**	**$ 1,553**	**$ 578**	Active
Task 7: Bid Support	**$ 8,844**	**$ 8,844**	**$ -**	Not Started
Task 8: Engineering Oversight, weekly rate	**$ 44,064**	**$ 44,064**	**$ -**	Not Started
Task 9: Site Management Plan	**$ 6,000**	**$ 6,000**	**$ -**	Not Started
Task 10: Final Engineering Report	**$ 6,700**	**$ 6,700**	**$ -**	Not Started
Task 11: Project Support	**$ 4,688**	**$ 2,412**	**$ 319**	Not Started
Task 12: Post Remediation GW Sampling	**$ -**	**$ 10,986**	**$ -**	Not Started
Task 13: Green Sustainable Remediation - Post Remediation Analysis	**$ -**	**$ 2,912**	**$ -**	Not Started
Task 14: CAMP Equipment	**$ -**	**$ 12,000**	**$ -**	Not Started
Task 15: Remedial Contractor Costs w. 20% Contingency	**$ -**	**$ 163,421**	**$ -**	Not Started
New Budget		**$332,488**	**$68,576**	
Original Budget (HRP Estimate / NYSDEC Estimate)	**$ 118,443**	**$120,212**		
Amendment (Total Budget - Original Budget)		**$212,276**		

RESOLUTION NO. 251 -2021

OF

OCTOBER 25, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED FUNDING FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ENVIRONMENTAL RESTORATION PROGRAM IN THE AMOUNT OF $100,000.00 FOR 7-11 JOHNES STREET A/K/A 9 JOHNES STREET (SECTION 46, BLOCK 1, LOT 14) SITE NO: B00188 WITH A 10% CITY MATCH AND IN THE AMOUNT OF $150,000.00 FOR 350-352 LIBERTY STREET A/K/A 350 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 25) SITE NO: B00189 WITH A 10% CITY MATCH

WHEREAS, the City of Newburgh, herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith; and

WHEREAS, the enacted Executive Budget for State Fiscal Year 2021-2022 as reflected in Chapter 54 of the Laws of 2013 as amended by Chapter 55, section 1, of the Laws of 2016 ("The Law") provided 2021 Environmental Restoration Program funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects and The Law allows the Department of Environmental Conservation (DEC) to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide at least ten percent of the total project costs (hereinafter referred to as "2021 ERP");

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

1. That Todd Venning, City Manager and Director of Finance, is the representative authorized to act in behalf of the Municipality's in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to make a request to DEC, by applying for participation in the 2021 ERP, to enter into an agreement to undertake an environmental restoration project on behalf of the Municipality, execute the 2021 ERP Agreement, submit

Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance.

2. That the Municipality agrees that it will fund its portion of the cost of the Project by reimbursing New York State Department of Environmental Conservation at least ten percent (10%) of Project costs and that funds will be available to reimburse New York State Department of Environmental Conservation within ninety (90) days after receipt of an invoice from the Department.

3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation.

4. That this Authorization takes effect immediately.

CERTIFICATE OF RECORDING OFFICER
STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, Lorene Vitek, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said City Council at a meeting duly called and held at the City of Newburgh on Oct. 25, 2021 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this 26th day of October, 2021

Clerk, City of Newburgh

RESOLUTION NO. 147 -2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ENVIRONMENTAL RESTORATION PROGRAM STATE ASSISTANCE CONTRACT NO. DE01-C1462GG-3350000 TO INCREASE THE TOTAL REMEDY IMPLEMENTATION COST TO $413,876.00 FOR 7-11 JOHNES STREET A/K/A 9 JOHNES STREET (SECTION 46, BLOCK 1, LOT 14) SITE NO: B00188

WHEREAS, by Resolution No. 251-2021 of October 25, 2021, the City Council of the City of Newburgh authorized Todd Venning, City Manager and Director of Finance, to act on behalf of the City of Newburgh in all matters related to State assistance under the New York State Environmental Conservation Law ("ECL") Article 56, Title 5; to apply for participation in the 2021 Environmental Restoration Program ("ERP"); to enter into an agreement to undertake an environmental restoration project on behalf of the City; to execute the 2021 ERP Agreement; and to submit documentation, and otherwise act for the City's governing body in all matters related to State assistance regarding the remediation of 7-11 Johnes Street, Site No. B00188 (the "Project"); and

WHEREAS, by Resolution No. 207-2023 of October 10, 2023, the City Council approved an agreement with HRP Associates, Inc. for professional engineering and environmental services necessary to undertake and complete the selected remedial alternative for the Project; and

WHEREAS, due to the age of the original estimates from 2017 and additional costs identified during the remedial design phase, the total cost to implement the selected remedy is now estimated to be $413,876.00 which requires an amendment to the 2021 ERP Agreement; and

WHEREAS, the City will fund its portion of the cost of the Project by reimbursing New York State Department of Environmental Conservation at least ten percent (10%) of Project costs and that such costs will be derived from Budget Line A.1918.0400 Grant Match;

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

1. That Todd Venning, City Manager and Director of Finance, is the representative authorized to act on behalf of the City of Newburgh in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to execute an amendment to the 2021 ERP Agreement (SAC No. DE01-C1462GG-3350000) to increase the total remedy implementation cost

to $413,876.00, submit Project documentation, and otherwise act for the City's governing body in all matters related to the Project and to State assistance.

2. That the City agrees that it will fund its portion of the cost of the Project by reimbursing New York State Department of Environmental Conservation at least ten percent (10%) of Project costs and that funds will be available to reimburse New York State Department of Environmental Conservation within ninety (90) days after receipt of an invoice from the Department.

3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation.

4. That this Authorization takes effect immediately.

CERTIFICATE OF RECORDING OFFICER
STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 20__.

_____
Clerk, City of Newburgh

Morris, Jason

From: Starr, Justin C (DEC) <Justin.Starr@dec.ny.gov>
Sent: Thursday, June 5, 2025 10:59 AM
To: Spinelli, Allison
Cc: Morris, Jason; Reilly, Helen; Patrick Montuori; jesse.zahn@hrpassociates.com
Subject: RE: Request for Sample Resolution/Language for City Council Approval

Hi Allison,

The budget / scope amendment for each site just involve a letter detailing the amendment request. HRP has done those in the past for DEC Standby Work Assignment amendments. It would be very similar for the Johnes and Liberty St sites. There isn't any formal resolution language used in those amendments. Were you thinking of something in particular?

The two prior municipal resolutions can be used as the basis for the amended resolutions. I don't have any specific language to be used for those either since it's a City of Newburgh resolution. As long as it commits the City to paying 10% of the amended budget cost, we should be good.

Justin

From: Spinelli, Allison <aspinelli@cityofnewburgh-ny.gov>
Sent: Thursday, June 5, 2025 10:42 AM
To: Starr, Justin C (DEC) <Justin.Starr@dec.ny.gov>
Cc: Morris, Jason <JMorris@cityofnewburgh-ny.gov>; hreilly@cityofnewburgh-ny.gov; Patrick Montuori <patrick.montuori@hrpassociates.com>; jesse.zahn@hrpassociates.com
Subject: Request for Sample Resolution/Language for City Council Approval

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Justin:

We're working on documents required for our presentation to City Council, and we'd like additional information

Does DEC have a sample resolution which includes the required language for DEC's review/approval of the amendment request?

Attached are the two prior CNB Resolutions which were approved for Johnes and Liberty.

Thank you,

Allison Spinelli
Assistant City Engineer

THE CITY OF
NEWBURGH
NEW YORK

83 Broadway

Newburgh, New York 12550
Phone: (845) 569.7450
Email: aspinelli@cityofnewburgh-ny.gov

May 2, 2025

Mr. Justin Starr, PG
Professional Geologist, Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway, Albany, New York 12233-4500

RE: MASTER CONTRACT FOR GRANTS (MCG) BUDGET AMENDMENT FOR REMEDIAL ACTION AT 7-11 JOHNES STREET SITE, NEWBURGH, NEW YORK (NYSDEC #B00188, HRP #NEW6312.RA)

Dear Mr. Starr:

HRP Associates, Inc. (HRP) has prepared this letter on behalf of the City of Newburgh (the City) to request a budget amendment for the Master Contract for Grants (MCG) for implementation of the selected remedy at the 7-11 Johnes Street Site (#B00188 referred to herein as the Site), owned and managed by the City. The City previously applied for and received a New York State Department of Environmental Conservation (NYSDEC) Environmental Restoration Program (ERP) grant with an MCG budget of $73,064, eligible for 90% reimbursement by the NYSDEC. The original MCG budget was based on the estimated cost to construct the Site remedy published in the March 2017 Record of Decision (ROD). In 2023, the City contracted HRP to implement the remedy with the understanding that the MCG budget may need to be amended due to the age of the original estimate and additional costs identified during the remedial design phase.

Based on work completed to date, HRP estimates the total cost to implement the remedy to be $413,876, reflecting an amendment of $340,812. An explanation of the additional costs is included below and in the attached cost estimate (**Attachment A**). The City Council has reviewed HRP's cost estimate and has passed the attached resolution (**Attachment B**) to request the MCG budget amendment from NYSDEC, with the understanding that the City will be responsible for a cost of $41,388, 10% of the total cost to implement the remedy. In addition, the City requests that the MCG term be extended through December 31, 2026, at which point all work outlined in the attached cost estimate is expected to be completed.

Description of Selected Remedy and Design

The selected Site remedy is intended to allow for restricted-residential use of the Site and consists of the installation of a cover system in areas of the Site where the upper two feet of exposed surface soil exceed applicable soil cleanup objectives (SCOs). The Site cover system designed by HRP in consultation with the City and NYSDEC, is to consist of a site-wide one-foot thick recycled asphalt pavement (RAP) surface placed over a geotextile demarcation layer, covering an area of approximately 7,500 square feet. The RAP used for the cover system will be supplied by the City from stockpiles generated by road resurfacing projects. Prior to installation of the cover system the Site will be cleared and grubbed of vegetation. Due to the existing topography, grading will be required to bring the Site cover area to a consistent grade.

Engineer's Cost Estimate

HRP's cost estimate for the implementation of the proposed remedy presented in **Attachment A**, is based on a combination of actual costs spent to date, engineering judgment and experience and, as applicable, the unit costs identified in the New York State Department of Transportation (NYSDOT) United States (U.S) Customary Contracts Let 1/1/2022 to 11/31/2022, Weighted Average Item Price Report by Item, Region and Quarter unit price costing.

Costs Spent To Date

The revised engineer's cost estimate includes the costs that have been incurred to date for remedial design work. This includes the following:

- A Site inspection to assess existing conditions and a conceptual design meeting with the City to discuss the planned future use of the Site.
- Preparation of the NYSDEC-required Citizen Participation Plan (CPP).
- Completion of a Pre-Design Investigation (PDI) which included replacement of the compromised monitoring well network and soil and groundwater emerging contaminant sampling, completion of a land survey of existing site conditions.
- Development of the draft Remedial Action Work Plan (RAWP), which is currently in progress.

Soil Cover System Construction

The soil cover system construction costs include the following:

- Clearing and grubbing of vegetation in the Site cover area.
- Protection of monitoring wells and, if deemed necessary, decommissioning and re-installation of monitoring wells.
- Placement of erosion and sedimentation controls (silt fence, catch basins, construction tracking pads).
- Selective demolition and removal of miscellaneous construction debris.
- Grading which includes cut and fill to bring the Site cover system area to a consistent grade.
- Characterization and off-site disposal of soils removed for grading.
- Installation of a demarcation layer (geotextile filter fabric).
- Import, placement, and compaction of RAP supplied by the City.

Engineering Costs

Engineering costs are applied to the estimated cost to account for the various costs in bringing the proposed remedy through construction into the Site management phase.

Engineering costs include the following:

- Contractor Bid Documents.
- Health and Safety (Community Air Monitoring Program [CAMP]).
- Engineering Oversight.
- Post-Remediation Groundwater Sampling.
- Green Sustainable Remediation Analysis (Required by NYSDEC).
- Final Engineering Report.

- Site Management Plan.

Explanation of Increased Costs

- **Age and Level of Detail of Original Cost Estimate** – The cost estimates developed for the ROD were based on "present worth costs" in 2017 using limited level of detail in the conceptual design of the remedy which did not include several elements described below. A detailed line item breakdown of the cost estimates are not included in the ROD and were not provided to the City or HRP.
- **Engineering Costs** - The ERP budget of $73,064 was based on the $75,000 "cost to construct the remedy" estimated in the 2017 ROD. This estimate presumably did not account for engineering costs as the ROD estimated a larger sum of $125,000 as the "cost to implement the remedy".
- **Additional Pre-Design Investigation (PDI) Activities** - The PDI included numerous activities which could not have been anticipated by the 2017 cost estimate, including extensive sampling for emerging contaminants per-and polyfluoroalkyl substances (PFAS) and 1,4-dioxane, investigation for an on-site source of PFAS, and re-installation of the compromised monitoring well network.
- **Green and Sustainable Remediation Analysis** – In 2024, NYSDEC established new requirements to prepare pre- and post-construction environmental footprint analyses for the remedy. The costs for these analyses would not have been accounted for in the original estimates.
- **Pre- and Post-Remediation Groundwater Sampling** – During the remedial design phase, NYSDEC requested a round of pre- and post-remediation groundwater sampling be completed at the Site that would not have been included in the 2017 estimate.

Contingencies

A 20% contingency is used to adjust the estimated construction cost subtotal such that the total cost will account for unforeseen variables that are difficult to quantify or cover portions of work that were not estimated.

If you have any questions or require additional information, please feel free to contact Jesse Zahn at (518) 877-7101.

Sincerely,

Patrick Montuori, PG
Project Manager

Thomas Seguljic, PE
Professional Engineer

Jesse Zahn, PG, CHMM
Regional Manager

CC: Jason Morris, PE, City of Newburgh
Allison Spinelli, City of Newburgh

Attachments: HRP Cost Estimate
City of Newburgh Council Resolution

Engineer's Cost Estimate for Cover

City of Newburgh, NY

7 - 11 Johnes St, Newburgh, New York

Site No. B00188

Engineering Costs - Complete/In Progress

	Item	Unit	Quantity	Unit $	Total Cost
	Site Inspection and Conceptual Cap Design Meeting *(Complete)*	LS	1	$ 2,505	$ 2,505
	Citizen Participation Plan *(In Progress)*	LS	1	$ 6,536	$ 6,536
	Pre-Design Investigation/Emerging Contaminant and Soil Vapor Intrusion Sampling (*In Progress)*	LS	1	$ 55,772	$ 55,772
	Site Survey Base Mapping *(Complete)*	LS	1	$ 4,946	$ 4,946
	Remedial Action Work Plan (RAWP) Development *(In Progress)*	LS	1	$ 14,132	$ 14,132
	MCG Amendment *(In Progress)*	LS	1	$ 1,553	$ 1,553
A	**Subtotal Engineering Costs Remaining**				**$ 85,444**

Estimated Construction Cost

	Item	Unit	Quantity	Unit $	Total Cost
	Mobilization/Demobilization	LS	1	$ 5,500	$ 5,500
	Contractor General Conditions	LS	1	$ 5,000	$ 5,000
	Site Preparation				$ 30,000
	Mowing / Brush Removal / Tree Removal	*LS*	*1*	*$ 8,000*	*$ 8,000*
	Decommission Monitoring Wells (if needed)	*LS*	*1*	*$ 5,000*	*$ 5,000*
	E&S Controls (Perimeter controls, construction entrance, catch basin inserts)	*LS*	*1*	*$ 6,500*	*$ 6,500*
	Waste Characterization Soil and Water Sampling	*LS*	*1*	*$ 8,000*	*$ 8,000*
	Selective demolition, misc. construction debris removal	*LS*	*1*	*$ 2,500*	*$ 2,500*
	Cap Construction				$ 117,826
	Excavation of Non-Haz Material	*CY*	*300*	*$ 60*	*$ 18,000*
	Transport + Disposal of Non-Haz Material (Clean Earth Fort Edward)	*Ton*	*450*	*$ 150*	*$ 67,500*
	Geotextile Fabric, non-woven, 120lb	*SY*	*850*	*$ 4*	*$ 3,638*
	Import/Transport of Millings for Grading/Soil Cover (assume 12 CY truck, 20 min wait, 6 mile cycle, 30 MPH)	*CY*	*325*	*$ 38*	*$ 12,350*
	Placement/Compaction of Millings	*CY*	*325*	*$ 20*	*$ 6,338*
	Final Grading	*LS*	*1*	*$ 10,000*	*$ 10,000*
	Permanent Perimeter Construction Fencing with Privacy Screen	LF	275	$ 45	$ 12,375
	Install Replacement Monitoring Wells (5 wells, if needed)	LS	1	$ 16,000	$ 16,000
	Construction Surveys (Post Construction)	EACH	1	$ 5,000	$ 5,000
	Subtotal Estimated Construction Cost w. Contingency				**$ 191,701**
	Contingencies (Applied to Subtotal Estimated Construction Cost)		20%		$ 38,340
B	**Subtotal Estimated Construction Cost**				**$ 230,041**

Engineering Costs - Remaining

	Item	Unit	Quantity	Unit $	Total Cost
	Contractor Bid Documents	LS	1	$ 8,844	$ 8,844
	CAMP Equipment	WEEK	6	$ 2,000	$ 12,000
	Engineering Oversight	WEEK	6	$ 7,344	$ 44,064
	Post Remediation Groundwater Sampling (5 wells, VOCs, SVOCs, RCRA 8 Metals, PFAS)	LS	1	$ 13,183	$ 13,183
	Green Sustainable Remediation - Post Remediation Analysis	LS	1	$ 2,912	$ 2,912
	Final Engineering Report (FER)	LS	1	$ 6,700	$ 6,700
	Site Management Plan (SMP)	LS	1	$ 6,000	$ 6,000
	Project Support	LS	1	$ 4,688	$ 4,688
C	**Subtotal Engineering Costs Remaining**				**$ 98,391**

TOTAL COST ESTIMATE (A + B + C) (Rounded to nearest $1000)	**$ 413,876**

Budget by Task
City of Newburgh
7-11 Johnes Street, Newburgh, NY
Site No. B00188

	Original Cost (HRP 11-2023)	Est. Total Cost	Spent	Progress
Task 1: Site Inspection and Conceptual Cap Design Meeting	**$ 2,638**	**$ 2,505**	**$ 2,505**	Complete
Task 2: Citizen Participation Plan	**$ 6,536**	**$ 6,536**	**$ 5,045**	Active
Task 3: Emerging Contaminant and Soil Vapor Intrusion Sampling	**$ 6,971**	**$ 55,772**	**$ 55,772**	Complete
Task 4: Site Survey Base Mapping, if Required	**$ 9,678**	**$ 4,946**	**$ 4,946**	Complete
Task 5: RAWP Development	**$ 11,220**	**$ 14,132**	**$ 6,131**	Active
Task 6: MCG Amendment	**$ 1,553**	**$ 1,553**	**$ 352**	Active
Task 7: Bid Support	**$ 8,844**	**$ 8,844**		Not Started
Task 8: Engineering Oversight, weekly rate	**$ 44,064**	**$ 44,064**	**$ -**	Not Started
Task 9: Site Management Plan	**$ 6,000**	**$ 6,000**	**$ -**	Not Started
Task 10: Final Engineering Report	**$ 6,700**	**$ 6,700**	**$ 76**	Active
Task 11: Project Support	**$ 4,688**	**$ 4,688**	**$ 694**	Active
Task 12: Post Remediation GW Sampling	**$ -**	**$ 13,183**	**$ -**	Not Started
Task 13: Green Sustainable Remediation - Post Remediation Analysis	**$ -**	**$ 2,912**	**$ -**	Not Started
Task 14: CAMP Equipment	**$ -**	**$ 12,000**	**$ -**	Not Started
Task 15: Remedial Contractor Costs w. 20% Contingency	**$ -**	**$ 230,041**	**$ -**	Not Started
New Budget		**$ 413,876**	**$ 75,521**	
Original Budget (HRP Estimate / NYSDEC Estimate)	**$ 108,892**	**$ 73,064**		
Amendment (Total Budget - Original Budget)		**$ 340,812**		

RESOLUTION NO. 251 -2021

OF

OCTOBER 25, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED FUNDING FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ENVIRONMENTAL RESTORATION PROGRAM IN THE AMOUNT OF $100,000.00 FOR 7-11 JOHNES STREET A/K/A 9 JOHNES STREET (SECTION 46, BLOCK 1, LOT 14) SITE NO: B00188 WITH A 10% CITY MATCH AND IN THE AMOUNT OF $150,000.00 FOR 350-352 LIBERTY STREET A/K/A 350 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 25) SITE NO: B00189 WITH A 10% CITY MATCH

WHEREAS, the City of Newburgh, herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith; and

WHEREAS, the enacted Executive Budget for State Fiscal Year 2021-2022 as reflected in Chapter 54 of the Laws of 2013 as amended by Chapter 55, section 1, of the Laws of 2016 ("The Law") provided 2021 Environmental Restoration Program funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects and The Law allows the Department of Environmental Conservation (DEC) to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide at least ten percent of the total project costs (hereinafter referred to as "2021 ERP");

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

1. That Todd Venning, City Manager and Director of Finance, is the representative authorized to act in behalf of the Municipality's in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to make a request to DEC, by applying for participation in the 2021 ERP, to enter into an agreement to undertake an environmental restoration project on behalf of the Municipality, execute the 2021 ERP Agreement, submit

Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance.

2. That the Municipality agrees that it will fund its portion of the cost of the Project by reimbursing New York State Department of Environmental Conservation at least ten percent (10%) of Project costs and that funds will be available to reimburse New York State Department of Environmental Conservation within ninety (90) days after receipt of an invoice from the Department.

3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation.

4. That this Authorization takes effect immediately.

CERTIFICATE OF RECORDING OFFICER
STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, Lorene Vitek, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said City Council at a meeting duly called and held at the City of Newburgh on Oct. 25, 2021 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this 26th day of October, 2021

Clerk, City of Newburgh

RESOLUTION NO.: 148 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 13G TO THE CONSTRUCTION CONTRACT WITH TAM ENTERPRISES, INC. FOR THE DOWNING POND AND THIRD STREET STORM SEWER PROJECT

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

WHEREAS, additional ADA curb repair, asphalt paving, and general road repair along North Street added $340,955.31 to the contract price increasing the contract amount to $5,738,607.30 and extends the final completion date for an additional 108 days; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 13G with funding for the change order to be derived from existing financing through NYSEFC Project No. C3-7332-11-00, settlement funds with the surety for the North Water Street Sewer Separation Contract, and the City's allocation of EWR/CHIPS/POP/PAVE NY funds;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 13G with the TAM Enterprises, Inc. in the amount of $340,955.31 and extending the time for final completion in the Downing Pond Drain Outlet and Third Street Storm Sewer Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 13G

Date of Issuance: July 2, 2025		Effective Date:	
Owner:	City of Newburgh	Owner's Contract No.:	11.21
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	21-042
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30055884
Project:	New Drain Outlet at Downing Park and Third Street Storm Sewer	Contract Name:	General Construction

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

Description:

The City of Newburgh requested additional scope items as follows:

1. Provide paving and striping as shown on the attached drawings and as described below:
   a. From the new pavement joint at the Liberty Street and North Street intersection to the end of the new granite curb at the Liberty Street and Nicoll Street intersection.
   b. The limits of the intersection of Park Place and Grand Avenue including striping of 2 stop bars on Park Place.
2. Remove top plastic portion of all expansion joints for all newly installed sidewalks indicated in the drawings attached. Fill expansion joints with joint filler sealer per Detail 08/C-06.
3. Provide concrete ADA curb ramp with transition panel in compliance with NYS DOT standards for the western curb ramp at the intersection of North Street and Stern Drive.

Contract Times for Final Payment shall be extended by 108 days resulting in a Final Completion Date of September 15, 2025.

Attachments: *TAM Change Proposal dated July 1, 2025.*
Request for Change Order Proposal No. 12

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 3,100,000.00	Original Contract Times: Substantial Completion: 300 days Ready for Final Payment: 330 days
Increase from previously approved Change Orders $2,297,651,99	Increase from previously approved Change Orders Substantial Completion: 961 days Ready for Final Payment: 961 days
Contract Price prior to this Change Order: $ 5,397,651.99	Contract Times prior to this Change Order: Substantial Completion: 1261 days Ready for Final Payment: 1291 days
Increase of this Change Order: $ 340,955.31	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 108 days
Contract Price incorporating this Change Order: $ 5,738,607.30	Contract Times with all approved Change Orders: Substantial Completion: 1261 days Ready for Final Payment: 1399 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required) A.J. Brooks, PE	Owner (Authorized Signature) Todd Venning * Res _____-2025	Contractor (Authorized Signature) Brian Cutler
Title: Principal Engineer	Title City Manager/CEO	Title
Date:	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Change Order 13

Project Name: City of Newburgh, New Drain Outlet at Downing Park and Third Street Storm Sewer

Date: July 1, 2025

Requestor: Arcadis of New York, Inc.
646 Plank Road, Suite 100 | Clifton Park, NY | 12065 | USA

Description of Proposal:

1. Provide paving and striping as shown on the drawings and as described as follows:
    a. From the new pavement joint at Liberty Street and North Street intersection to the end of the new granite curb at Liberty Street and Nicoll Street intersection.
    b. The limits of the intersection of Park Avenue and Grand Street
2. Remove top plastic portion of all expansion joints for all newly installed sidewalks indicated in the drawings attached. Fill expansion joints with filler sealer per Detail 08/C-06
3. Provide concrete ADA curb ramp with transition panel in compliance with NYS DOT standards for the western curb ramp at the intersection of North Street and Stern Drive

Staffing/Equipment/Material	Quantity	Rate	Total
TO BE PERFORMED BY TAM ENTERPRISES, INC.			
Traffic Control for Paving:			
Liberty Street - 4 Flaggers @ 4 days each	128 hours	$94.71	$12,122.88
Grand Avenue – 2 Flaggers @ 3 days each	48 hours	$94.71	$4,546.08
Dodge 5500 Utility Body Truck @ 7 days	56 hours	$34.04	$1,906.24
#2 – Remove top plastic portion of all expansion joints and fill with joint sealer			
Material	1 LS	$8,330.14	$8,330.14
3 Laborers @ 18 days each	432	$99.27	$42,884.64
Dodge 5500 Utility Body Truck @ 18 days	144 hours	$34.04	$4,901.76
Remove and Replace ADA Curb Drop @ Stern and North			
Laborer – QTY 3 @ 3 days each	72 hours	$99.27	$7,147.44
Mini Excavator @ 3 days	24 hours	$68.07	$1,633.68
Operator @ 3 days	24 hours	$114.36	$2,744.64
Concrete (3 yards plus short load fee and delivery)	3 yards	$166.50 yd + $100 short load + $250 delivery	$849.50

Change Order 13

Cast Iron Detectable Mats – QTY 2	Each	$320.84	$641.68
Dodge 5500 Utility Body Truck @ 3 days	24 hours	$34.04	$816.96
Supervisor for Duration of Project - @ 30 days	240 hours	$114.36	$27,446.40
Overhead and Profit	15%	$17,395.81	$17,395.81
TO BE PERFORMED BY SUBCONTRACTORS:			
Line Striping	1	$8,500.00	$8,500.00
Milling and Paving:	1	$189,202.34	$189,202.34
Overhead and Profit	5%	~~$9,885.51~~	~~$9885.51~~ $9,885.12
COST TOTAL			~~$340,955.70~~ $340,955.31

TAM ENTERPRISES INC.

Signature: _____

Date: _____

Approving Official

Signature: _____

Date: _____

Attachments:

NEW YORK STATE OF OPPORTUNITY | Office of General Services

Design and Construction

AN EQUAL OPPORTUNITY EMPLOYER

Division of Cost Management, 8th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-8486

LABOR RATE WORKSHEET

Project No.

Contractor Name: | County: Orange | Date: 07/01/25

Address:

Field order #

Telephone Number: | Eff. Dates ____ to ____ | Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

Trade: Laborer

{T&M Only} Item No.: | Notes | Union Local No.: 825

{T&M Only} Employee Name:

{T&M Only} Social Security No.:

			REGULAR BASE RATE		PREMIUM TIME BASE RATE	
					Multiplier 1.5	1.5
A. WAGE RATE PER HOUR			**$49.10**	**$49.10**	**$73.65**	**$73.65**
BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	$ per hour			
Vacation and Holiday			$5.00	$5.00	$7.50	$7.50
Health and Welfare			$17.00	$17.00	$25.50	$25.50
Pension			$6.50	$6.50	$9.75	$9.75
Annuity			$6.00	$6.00	$9.00	$9.00
Education / Apprentice Training			$2.00	$2.00	$3.00	$3.00
Supplemental Unemployment			$1.00	$1.00	$1.50	$1.50
Security Fund						
Industry Fund			$0.15	$0.15	$0.23	$0.23
Labor Management			$2.75	$2.75	$4.13	$4.13
B. TOTAL BENEFITS PER HOUR			**$40.40**	**$40.40**	**$60.61**	**$60.61**

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)	6.20 %	6.20	$4.57	$4.57
Medicare	1.45 %	1.45	$1.07	$1.07
Federal Unemployment (up to a maximum of $56.00 per employee per year)	0.008 %	0.01	$0.01	$0.01
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)	3.80 %	3.80	$2.80	$2.80
Workers' Compensation **Code is required:** 6306 OGS 6306	7.84 %	7.84	$3.85	$3.85
Disability WC Classification: Sewer Constructi	0.60 %	0.60	$0.44	$0.44
Other	%			

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to

☐ Only benefits identified by * are paid directly to Employee.

Prem Time $73.65 $73.65

Reg Rate $49.10 $49.10 x 19.90 % = **$9.77** $9.77 | **$12.73** $12.73

D. TOTAL LABOR RATE	(A + B + C) =	**$99.27** $99.27	**$146.99** $146.99

BDC 125 Rev01

NEW YORK STATE OF OPPORTUNITY

Office of General Services

Design and Construction

ALBANY OFFICE ADDRESS
Design & Construction Management, 38th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-8691

LABOR RATE WORKSHEET

Project No.

Contractor Name:
Address:
Telephone Number:
County: Orange
Eff. Dates to
Date: 07/01/25
Field order #
Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

{T&M Only} Item No.:
{T&M Only} Employee Name:
{T&M Only} Social Security No.:
Notes

Trade: Operator-A
Union Local No.: 825

	REGULAR BASE RATE		PREMIUM TIME BASE RATE	
			Multiplier 1.5	1.5
A. WAGE RATE PER HOUR	**$61.72**	**$61.72**	**$92.58**	**$92.58**

BENEFITS (* Identifies benefits paid directly to the Employee.)	*	% per hour	$ per hour					
Vacation and Holiday			$5.00	$5.00			$7.50	$7.50
Health and Welfare			$17.00	$17.00			$25.50	$25.50
Pension			$6.50	$6.50			$9.75	$9.75
Annuity			$6.00	$6.00			$9.00	$9.00
Education / Apprentice Training			$2.00	$2.00			$3.00	$3.00
Supplemental Unemployment			$1.00	$1.00			$1.50	$1.50
Security Fund								
Industry Fund			$0.15	$0.15			$0.23	$0.23
Labor Management			$2.75	$2.75			$4.13	$4.13
B. TOTAL BENEFITS PER HOUR			$40.40	$40.40	**$40.40**	**$40.40**	**$60.61**	**$60.61**

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)	6.20 %	6.20		$5.74	$5.74
Medicare	1.45 %	1.45		$1.34	$1.34
Federal Unemployment (up to a maximum of $56.00 per employee per year)	0.008 %	0.01		$0.01	$0.01
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)	3.73 %	3.73		$3.45	$3.45
Workers' Compensation **Code is required:** 6306 OGS 6306	7.84 %	7.84		$4.84	$4.84
Disability WC Classification: Sewer Constructi	0.60 %	0.60		$0.56	$0.56
Other	%				

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to
☐ Only benefits identified by * are paid directly to Employee.

Prem Time $92.58 $92.58
Reg Rate $61.72 $61.72
x 19.83 % =

	$12.24	**$12.24**	**$15.94**	**$15.94**

D. TOTAL LABOR RATE	(A + B + C) =	**$114.36**	**$114.36**	**$169.13**	**$169.13**

NEW YORK STATE OF OPPORTUNITY | Office of General Services

Design and Construction

ANSI ISO 9001:2008 / CERTIFIED ORGANIZATION
Division of Cost Management, 38th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 473-8883

LABOR RATE WORKSHEET

Project No.

Contractor Name:
Address:
Telephone Number:
County: Orange
Eff. Dates to
Date: 07/01/25
Field order #
Change order #

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)

{T&M Only} Item No.:
{T&M Only} Employee Name:
{T&M Only} Social Security No.:
Notes
Trade: Flagger
Union Local No.: 825

	*	% per hour	$ per hour		REGULAR BASE RATE		PREMIUM TIME BASE RATE Multiplier 1.5	
A. WAGE RATE PER HOUR					**$45.30**	$45.30	**$67.95**	$67.95
BENEFITS (* Identifies benefits paid directly to the Employee.)								
Vacation and Holiday			$5.00	$5.00			$7.50	$7.50
Health and Welfare			$17.00	$17.00			$25.50	$25.50
Pension			$6.50	$6.50			$9.75	$9.75
Annuity			$6.00	$6.00			$9.00	$9.00
Education / Apprentice Training			$2.00	$2.00			$3.00	$3.00
Supplemental Unemployment			$1.00	$1.00			$1.50	$1.50
Security Fund								
Industtry Fund			$0.15	$0.15			$0.23	$0.23
Labor Management			$2.75	$2.75			$4.13	$4.13
B. TOTAL BENEFITS PER HOUR			$40.40	$40.40	**$40.40**	$40.40	**$60.61**	$60.61

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security (up to the maximum required by law)	6.20 %	6.20		$4.21	$4.21
Medicare	1.45 %	1.45		$0.99	$0.99
Federal Unemployment (up to a maximum of $56.00 per employee per year)	0.008 %	0.01		$0.01	$0.01
State Unemployment (up to 1st $8,500 of base salary paid per employee per year)	3.80 %	3.80		$2.58	$2.58
Workers' Compensation **Code is required:** 6306 OGS 0106	7.84 %	7.84		$3.55	$3.55
Disability WC Classification: Sewer Constructi	0.60 %	0.60		$0.41	$0.41
Other	%				

C. TOTAL TAXES AND INSURANCE PER HOUR

☐ All benefits are paid directly to
☐ Only benefits identified by * are paid directly to Employee.

Prem Time $67.95 $67.95
Reg Rate $45.30 $45.30 x 19.90 % =

			$9.01	$9.01	**$11.74**	$11.74
D. TOTAL LABOR RATE	(A + B + C) =		**$94.71**	$94.71	**$140.30**	$140.30

BDC 125 Rev01

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for DDGEUTIL550036 in undefined

July 1, 2025

Dodge 5500
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A

Configuration for 5500

Axle Configuration	**4.0 x 4.0**	Cab Type	**Crew**
Horsepower	**275.0 hp**	Power Mode	**Diesel**
Ton Rating	**1.75**		

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,200.00	USD $895.00	USD $225.00	USD $34.00	USD $15.87	USD $34.05
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 99.94%)	(USD $1.78)	(USD $0.50)	(USD $0.13)	(USD $0.02)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,198.22**	**USD $894.50**	**USD $224.87**	**USD $33.98**	**USD $15.87**	**USD $34.04**

Non-Active Use Rates	Hourly
Standby Rate	USD $11.73
Idling Rate	USD $23.91

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.42%	USD $877.41/mo
Overhaul (ownership)	35.43%	USD $1,133.77/mo
CFC (ownership)	16.41%	USD $525.03/mo
Indirect (ownership)	20.74%	USD $663.80/mo
Fuel (operating) @ USD 3.54	36.17%	USD $5.74/hr

Revised Date: 3rd quarter 2025

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

The equipment represented in this report has been exclusively prepared for (jkata@tamenterprises.com)

All material herein © 2003-2025 Randall-Reilly All rights reserved.

EquipmentWatch.

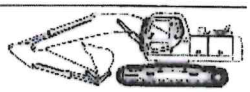
www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for KUB080-4MINIEXC in Excavation

July 1, 2025

Kubota KX080-4
Crawler Mounted Hydraulic Excavators



Size Class:
8.5 - 10.4 mt
Weight:
N/A

Configuration for KX080-4

Horsepower	**67.0 hp**	Operating Weight	**9.14 lbs**
Power Mode	**Diesel**		

Blue Book Rates

Non-current (i.e. archived) rates: Apr 1, 2025 - Jun 30, 2025

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $7,755.00	USD $2,170.00	USD $545.00	USD $82.00	USD $21.41	USD $65.47
Adjustments						
Region (Schenectady, New York: 105.9%)	USD $457.55	USD $128.03	USD $32.15	USD $4.84		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,212.54**	**USD $2,298.03**	**USD $577.16**	**USD $86.84**	**USD $21.41**	**USD $68.07**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.33
Idling Rate	USD $51.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.33%	USD $2,429.79/mo
Overhaul (ownership)	42.15%	USD $3,268.59/mo
CFC (ownership)	16%	USD $1,240.53/mo
Indirect (ownership)	10.52%	USD $816.09/mo
Fuel (operating) @ USD 3.70	22%	USD $4.71/hr

Revised Date: 2nd quarter 2025

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

The equipment represented in this report has been exclusively prepared for (jkata@tamenterprises.com)

All material herein © 2003-2025 Randall-Reilly All rights reserved.

f.t.
FAIRWAY TESTING

22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980
Telephone 845.942.2088
Fax 845.942.0995

Concrete Design Mix

Date: August 28, 2023

Client: E. Tetz and Sons
Design Mix: MR Mixes
Project: Self Evaluation
Concrete Supplier: E. Tetz and Sons

MIX MATERIALS

Material	Type	Manufacturer	Specific Gravity	Approval
Cement	Type IL	NYSDOT Approved	3.10	ASTM C150
Fine Aggregate	Natural Sand	Mamakating NY	2.61	ASTM C33
Coarse Aggregate	#2 stone ¾"	Mamakating, NY	2.62	ASTM C33
Coarse Aggregate	#1 stone 3/8"	Mamakating, NY	2.62	ASTM C33
Air Admixture	AEA-92S	Euclid	--	ASTM C260
Water Reducing Admixture	Eucon MR	Euclid	--	ASTM C494

Mix Properties

Properties	MR Mixes
Slump, in	5.0±1.0
Air Content, %	5.5±1.5

AGGREGATE ANALYSES

	Fine Aggregate			Coarse Aggregate			
Sieve Size	Percent passing by weight		Sieve Size	Percent passing by weight			
	Actual	ASTM C-33		#2 stone	#1 stone	Combined Gradation	ASTM C33 #57 stone
3/8"	100	100					
No. 4	98	95-100					
No. 8	82	80-100	1.5"	100	100	100	100
No. 16	63	50-85	1""	96	100	98	95-100
No. 30	43	25-60	¾"	65	100	82	
No. 50	18	5-30	½"	13	97	55	25-60
No. 100	5.4	0-10	3/8"	3.0	60	32	
No. 200	2.7	0-3	#4	0.6	3.4	2.1	0-10
Fineness Modulus	2.90		#8	0.2	0.7	0.5	0-5
Specific Gravity	2.61		Specific Gravity	2.62	2.62		
Dry Rodded Unit Wt, pcf	100.4		Dry Rodded Unit Wt, pcf	101.0	101.8		

f.t.
FAIRWAY TESTING

22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980
Telephone 845.942.2088
Fax 845.942.0995

Concrete Design Mix

Date: August 28, 2023

Client: E. Tetz and Sons
Design Mix: MR Mixes
Project: Self Evaluation
Concrete Supplier: E. Tetz and Sons

TRIAL MIX RESULTS

4000
MIX 3

	WEIGHTS PER CUBIC YARD					
Mix ID	658 MR	611 MR	588 MR	564 MR	517 MR	
Date Cast	7/27/23	7/27/23	7/27/23	7/27/23	7/27/23	
Cement, lb.	658	611	588	564	517	
Fine Agg (SSD), lb.	1133	1185	1204	1224	1264	
Coarse Agg #2 stone(SSD), lb.	900	900	900	900	900	
Coarse Agg #1 stone(SSD), lb.	900	900	900	900	900	
Total Water, gals.	31.5	31.0	31.0	31.0	31.0	
Total Water, lb.	263	259	259	259	259	
Admixture, Air AEA-92S, oz.	3.6	3.0	2.7	2.8	2.5	
Admixture, Eucon MR, oz.	39.5	36.7	35.3	33.8	31.0	
Trial Batch Test Results						
W/C ratio	0.40	0.42	0.44	0.46	0.50	
Slump, inches	4.50	5.50	4.50	5.75	4.0	
Air content, %	5.6	5.5	4.7	4.0	4.8	
Temperature, °F	77	79	81	82	80	
Plastic Unit Weight, pcf	143.6	143.4	145.2	145.8	144.4	
4- Day Compressive Strength						
Cylinder 1	4810	4340	4170	4190	4080	
Cylinder 2	4800	4640	4460	4060	3990	
Cylinder 3	4860	4520	4420	4150	4090	
Avg	**4820**	**4500**	**4350**	**4130**	**4050**	
7- Day Compressive Strength						
Cylinder 4	5100	4750	4630	4410	4590	
Cylinder 5	5490	4790	4810	4490	4310	
Cylinder 6	5380	4800	4990	4530	4350	
Avg	**5320**	**4780**	**4810**	**4480**	**4420**	
28 - Day Compressive Strength						
Cylinder 7	5950	5830	5460	5250	5210	
Cylinder 8	6210	5720	5500	5160	5020	
Cylinder 9	6380	6060	5560	5180	5030	
Avg	**6180**	**5870**	**5510**	**5200**	**5090**	

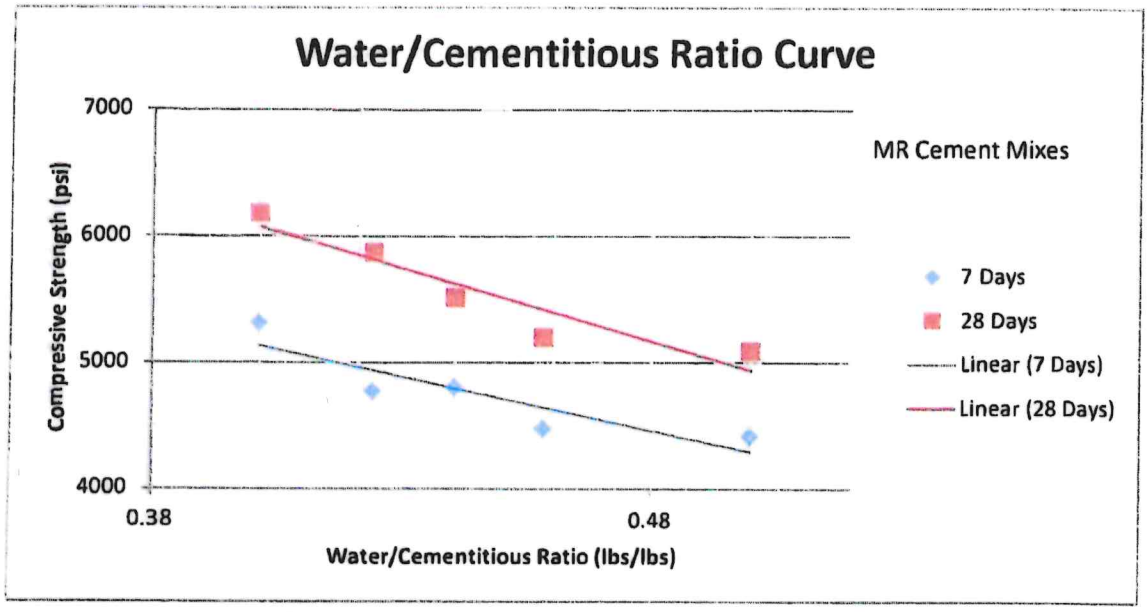
f.t.
FAIRWAY TESTING

22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980
Telephone 845.942.2088
Fax 845.942.0995

Concrete Design Mix

Date: August 28, 2023

Client: E. Tetz and Sons
Design Mix: MR Mixes
Project: Self Evaluation
Concrete Supplier: E. Tetz and Sons



These mixes are designed to achieve the design strengths if sampled and tested in accordance with all current ACI codes and ASTM testing procedures. Admixture dosage rates can be adjusted due to field test results.

FAIRWAY TESTING CO., INC.

NYC DOB Lab #74

Gabriel J. O'Connell

STATE OF NEW YORK
GABRIEL JOHN O'CONNELL
097171-1
LICENSED PROFESSIONAL ENGINEER

QUOTATION

E. TETZ & SONS, INC.
Ready-Mix Concrete
WASHED SAND-STONE-FILL & GRAVEL
63 CEMETERY ROAD
MIDDLETOWN, NY 10940

MAIN OFFICE	**845-692-4486**
TOLL FREE	**800-736-1336**
FAX NUMBER	**845-692-6838**
ASPHALT	**845-344-4486**
DISPATCH	**845-692-4486**

DATE: 06/27/2025
CLIENT: TAM ENTERPRISES, INC.
CONTACT: ANN/TONY/AMY
PROJECT LOCATION: MAPLE AVE WARWICK

EMAIL ADDRESS: jgove@tamenterprises.com
PHONE: 845-294-8882
FAX: 845-294-8883
QUOTE ID: WARWICK MAPLE

We are pleased to quote you the following:

MIX ID	PRODUCT DESCRIPTION	UOM	UNIT PRICE	DEL PRICE
MIX 3-86	4000	CY	166.50	.00
50RNASP-86	5000 P.S.I. N/A SUPER P	CY	178.00	.00
			.00	.00
945-86	ORANGE COUNTY DELIVERY	EA	250.00	.00

QUOTED PRICES DO NOT INCLUDE APPLICABLE SALES TAXES.
ALL TAX EXEMPT JOBS MUST SUBMIT CORRECT EXEMPTION CERTIFICATE WITHIN 90 DAYS. IF NOT, THEN TAXSES ARE TO BE PAID. IF PAYING BY CREDIT CARD A 3 1/2% FEE WILL BE INCURRED.

ALL CONCRETE PRODUCTS ARE STANDARD MIX DESIGNS UNLESS SPECIFICATIONS HAVE BEEN PROVIDED PRIOR TO QUOTATION.

THIS QUOTE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

CONCRETE ADDITIONAL CHARGES

*** ZONE CHARGES DEPEND ON DISTANCE***

Fibers (1lb. per cy)	$7.50 cy	Winter Concrete	$12.50 cy
Tuff Fibers (3lbs. per cy)	$27.00 cy	Orange County	$250.00 ld
Mid-Range Water Reducer	$5.50 cy	Sullivan County	$500.00 ld
Super Plasticzier	$8.50 cy	West Point	$450.00 ld
1 % Non-Chloride Accelerator	$7.50 cy	Rockland County	$500.00 ld
2% Non-Chloride Accelerator	$15.00 cy	Ulster County	$450.00 ld
1 % Calcium	$3.00 cy	Dutchess County	$500.00 ld
2% Calcium	$6.00 cy	Extended Orange County	$450.00 ld
Non-Air Mixes	$2.00 cy	Saturday Delivery Charges	$200.00 ld
Pump Mixes	$2.00 cy	Excessive Unloading Time	$225.00 hr
3/8" Stone Mixes	$3.00 cy	Short Load Charge (<6 CY)	$100.00 ld
WO Hydration Stabilizer	$20.00 cy	Dye Washout	$135.00 ld
1% Retarder	$3.00 cy	Late Delivery (3:30pm or later)	Please call
2% Retarder	$6.00 cy		

PLEASE SIGN AND FAX BACK
ACCEPTED BY:_____
DATE:_____
QUOTE VALID THRU: 12/31/2025

BY: Tom Geary
DATE: 06/27/2025

DOES YOUR JOB NEED ASPHALT?

WHITE CAP ON ACCOUNT

521 - Rock Tavern NY (AHH) (PZ10)
165 Stone Castle Road
Rock Tavern, NY, 12575
(845) 566-4040

QUOTE

66944339

THIS IS A QUOTE ONLY DO NOT SHIP OR TENDER FUNDS

Sold To: 10000219501
TAM ENTERPRISES INC
114 HARTLEY RD
GOSHEN, NY, 10924

Ship To : BUILD REPAIR PUMP STATION DOWNING PARK,10005649559
83 BROADWAY
4TH FLOOR
BUILDING REPAIRS, MAINTENACE OF PUMP STATION, SEWER AND WATER LINES
NEWBURGH, NY, 12550
Job Site Contact: ROBERT TOOMEY
Job Site Phone: 845-742-2689
Map #:

10:00 AM **Ordered By:** ROBERT TOOMEY **Contact Phone:** 845-7422689

Quote Number	Quote Date	Valid Until	Request Date	Sales Person
66944339	07/02/2025	07/18/2025	07/07/2025	Reich, S
Terms	**Shipping Method**	**Quote Name**	**Customer PO**	**Created By**
N30D	DIRECT SHIP			Reich, S

SEQ	Part# / H/M	Description	Ord Quantity	U/M / Unit WT	Price / COO	Amount
		ADA TO THE YARD **114 HARTLEY RD** **GOSHEN, NY 10924** **********				
10	6382353	ORANGE CONE NOZZLE F/BULK CAULK GUN ALBION	12	EA .2 LBS	$1.45	$17.40
20	63844021	20OZ 14" BULK GUN 440-22 ALBION	2	EA 2.5 LBS	$132.06	$264.12
30	SP/728SL-CHARCOAL-4.5GA_PAIL	SIKASIL 728SL CHARCOAL 4.5 GALLON PAIL THIS ITEM IS SPECIAL ORDER AND MAY BE NON-RETURNABLE	16	EA 10 LBS	$495.00	$7,920.00
40	SHIPPING	SHIPPING AND HANDLING	1	EA 0 LBS	$128.62	$128.62

Shipped amount		**$8,330.14**
Order charges		**$0.00**
Tax amount		**$676.81**
Lumber Tax rate/amount	**1.00%**	**$0.00**
Quote total		**$9,006.95**

NEWBURGH Winwater COMPANY

653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353
PHONE (845) 778-3312
FAX (845) 778-3830

Job Name
Cast Iron Dtc Warning plates

Quote No.	Date	Page
0028147	7/01/25	1
Expiration Date		7/31/25
Revised Date		7/01/25
Bid Due Date		7/01/25

Quoted To Customer
TAM ENTERPRISES INC 114 HARTLEY RD GOSHEN, NY 10924-6511 Phone (845) 294-8882 Fax (845) 294-8883

Quoted By
Chris Connell cpconnell@winwaterworks.com (845) 778-3312

Customer	Payment Terms	Quoted To	Salesperson	FOB
002156	2% 10 DAYS NET 30	Chris Connell	PATRICK CONNELL	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	2	CAST IRON DETECTABLE WARNING PLATE 30X24	320.8400		641.68

Tax Area Id
330719866

Net Sales	641.68
Freight	.00
Tax	52.14
Quotation Total	693.82

To:	TAM Enterprises Inc.	**Contact:**	
Address:	114 Hartley Road	**Phone:**	(845) 294-8882
	Goshen, NY 10924	**Fax:**	(845) 294-8883
Project Name:	Liberty Street 2025	**Bid Number:**	
Project Location:		**Bid Date:**	7/2/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Mobilization	1.00	LS	$1,966.08	$1,966.08
145	Proposed Work / Additional Mill And Shim	51,866.00	SF	$3.61	$187,236.26

Notes:

- Material / Fuel / Trucking are based on cost from TIME OF BID. Any increases as such, post acceptance, will be reflected in final price.
- No testing, permits, fees or licenses in bid
- No line striping in bid
- -Prevailing wage rates apply, and any increases as such, post-acceptance, will be reflected in the final price

- Traffic control by others
- RS-1H tack coat to be used
- Price Does NOT include applicable taxes
- If Paving is asked to be completed in under NYS recommended conditions.(Temps / Thickness ECT) There will be additional cost and sign off on work
- No Bond in bid. If bond is needed we can discuss that option with additional costs
- This proposal is good for 30 days.
- No retainage over 5%. Retainage only to be held until Van Etten's work has been approved by engineer. All retainage to be held no longer than 6 months.
- Acceptance of proposal will guarantee any notes, exclusions or terms in proposal will over ride any other terms within contract
- All permits, bonds, inspections, fees, etc. by others.
- Asphalt delivery based on non prevailing wage rate. If NYS changes this rule there will be additional charges.
- Price based on ONE mobilization. Each additional mobilization will add to price
- Price does not include valve, manhole and drainage adjustments if needed.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Van Etten Contracting LLC** **Authorized Signature:** _____ **Estimator:**

ESTIMATE

Horizon Striping LLC
Po Box 405
Wappingers Falls, NEW YORK
12590

office@horizonstriping.net
+1 (845) 275-3984
https://horizonstriping.net/

Bill to
TAM Enterprises
114 Hartley Road
Goshen, NY 10924

Ship to
TAM Enterprises
Liberty St, Newburgh, NY 12550

Estimate details
Estimate no.: 2663
Estimate date: 07/01/2025
Expiration date: 12/31/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**640.2 REFLECTORIZED PAVEMENT MARKING PAINT**	BASE BID: Newburgh Liberty Street striping as per plans provided, New Layout (2 Days, assuming one side per day, flagger requested for 2 days) ~70 parking stalls, ~1000' DYL, ~2000' SWL, 2 cross walks, 3 driveway hatchings (8'' wide bars), 1 stop bar, 1 fire hydrant hatching (8'' wide bars - same as driveway hatching)	1	$6,000.00	$6,000.00
2.	**640.2 REFLECTORIZED PAVEMENT MARKING PAINT**	ALT: Newburgh Carobene Court as per plans, New Layout ~5 parking stalls, ~200 SWL, Stop bar, crosswalk, ~100' DYL	1	$1,500.00	$1,500.00
3.	**640.2 REFLECTORIZED PAVEMENT MARKING PAINT**	ALT: Newburgh Elmwood Place (Plans reflect parking stalls that do not exist), Restripe ~100' DYL, 200' SWL, Stop bar, Crosswalk	1	$750.00	$750.00
4.	**640.2 REFLECTORIZED PAVEMENT MARKING PAINT**	ALT: Newburgh Grand Ave/Park Place intersection, New Layout 2 stop bars	1	$250.00	$250.00
5.	**Terms and Conditions**	This price accounts for maximum 3 mobilization to site. We ask for one flagger for 2 days total for the work on Liberty Street, Corebene, Elmwood. No flagger	1	$0.00	$0.00

required for day of work at Central Ave.

Each additional mobilization beyond 3, caused by factors out of our hands, excluding weather, will incur an additional $1500 per site per day mobilization charge. Price accounts for one coat of traffic paint and glass beads.

Contractor is responsible to provide a clean surface prior to striping. This price does not include sales tax as we expect the job to be tax exempt.

Horizon Striping LLC will utilize the GC's Health and Safety Plan. Horizon Striping LLC is not signed with any union at this time. Any union requirements/apprenticeship obligations are to be met by the GC. Bonding is not included in this pricing. We ask that all invoices sent by Horizon Striping LLC be paid in 30 days or less as we are a small business. Any invoice not paid within 30 days will be subject to an additional 3% charge/month. Price includes prevailing wage rates

Total **$8,500.00**

Note to customer

Thank you for supporting a local, veteran-owned, SDVOB small-business.

Expiry date 12/31/2025

Accepted date **Accepted by**

4PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: New Drain Outlet at Downing Park and Third Street Storm Sewer

Proposal Request No.: 12 Date: 06/26/2025

Contract Name and No.: General Construction 11.21

Contractor: TAM Enterprises

Other Contracts Involved in Proposed Change: None

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment to the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

The proposed scope of work for this proposal request is as shown on the attached documents, and includes but is not limited to the following:

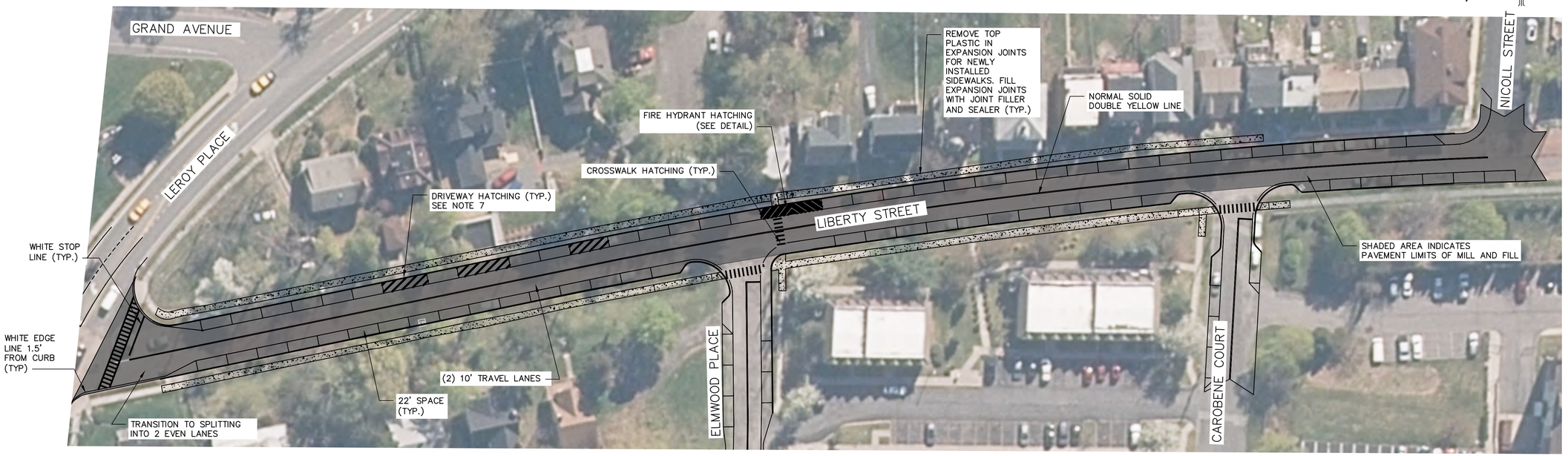
1. Provide paving and striping as shown on the attached drawings and as described as follows:
    a. From the new pavement joint at the Liberty Street and North Street intersection to the end of the new granite curb at the Liberty Street and Nicoll Street intersection.
    b. The limits of the intersection of Park Avenue and Grand Street.
2. Remove top plastic portion of all expansion joints for all newly installed sidewalks indicated in the drawings attached. Fill expansion joints with joint filler sealer per Detail 08/C-06.
3. Provide concrete ADA curb ramp with transition panel in compliance with NYS DOT standards for the western curb ramp at the intersection of North Street and Stern Drive.

The following documents are attached hereto:

- C-01 RFCOP #12
- NYSDOT Pavement Marking Details 685-01 (Sheet 1 of 9)
- Photo of Driveway No Parking Hatching Example from Downing Park on Third Street

Proposal requested by: A.J. Brooks, P.E.

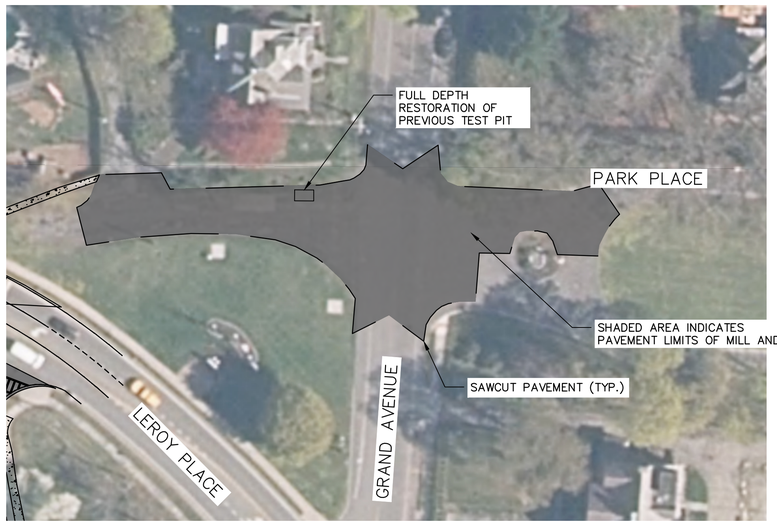
Signature of Requestor: 



ROAD PAVING, STRIPING, AND CONCRETE SIDEWALK PLAN

0 20' 40' 80'

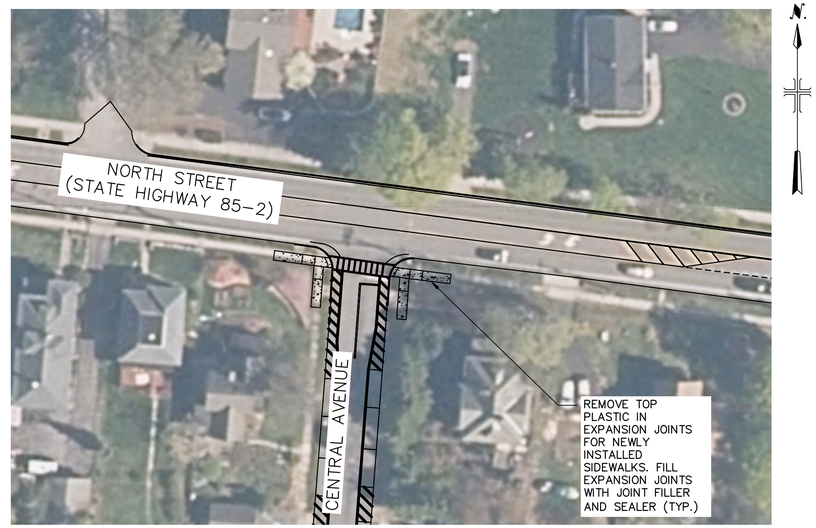
SCALE 1" = 40'-0"



ROAD PAVING PLAN

0 20' 40' 80'

SCALE 1" = 40'-0"



CONCRETE SIDEWALK PLAN

0 20' 40' 80'

SCALE 1" = 40'-0"

GENERAL PAVING NOTES:

1. UNLESS OTHERWISE INDICATED GRAY SHADED AREA REPRESENTS EXTENTS OF FINAL PAVEMENT RESTORATION. FINAL PAVEMENT RESTORATION SHALL INCLUDE 1-1/2" MILL AND FILL OF TOP COURSE.
2. ALL DISTURBED OR NEW PAVEMENT SHALL HAVE TEMPORARY PAVEMENT STRIPING INSTALLED WITHIN 24 HOURS AND FINAL STRIPING INSTALLED BEFORE ACCEPTANCE OF WORK.
3. ALL PAVEMENT JOINTS SHALL BE SEALED.

NYS DOT ITEM NOS:

1. ITEM NO. 640.20: WHITE PAINT REFLECTORIZED PAVEMENT STRIPES – 20 MILS
2. ITEM NO. 640.21: YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES – 20 MILS
3. ITEM NO. 640.22: WHITE PAINT REFLECTORIZED PAVEMENT LETTERS – 20 MILS
4. ITEM NO. 640.23: WHITE PAINT REFLECTORIZED PAVEMENT SYMBOLS – 20 MILS

NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD AND NYS SUPPLEMENT.
2. EDGE LINES SHALL BE YELLOW ON THE LEFT SIDE AND WHITE ON THE RIGHT SIDE OF THE DIRECTION OF TRAVEL UNLESS OTHERWISE SHOWN ON THE PLANS. IF THE CURB OFFSET IS LESS THAN 2'-0", NO EDGE LINE SHALL BE APPLIED ADJACENT TO CURBS UNLESS OTHERWISE SHOWN ON THE PLANS. EDGE LINES SHALL BE PROVIDED AT THE CURB ADJACENT TO RAISED ISLANDS (SEE DETAIL).
3. WHERE MARKINGS NORMALLY FOLLOW A PAVEMENT JOINT, SINGLE LINE MARKINGS SHALL BE PLACED ALONG ONE SIDE OF THE JOINT. DOUBLE LINE MARKINGS SHALL STRADDLE THE JOINT, LANE LINES ON ROADWAYS WHICH ARE MORE THAN TWO LANES WIDE AND HAVE LONGITUDINAL JOINTS BETWEEN ADJACENT LANES SHALL BE PLACED ON THE SIDE OF THE JOINT WHICH WILL OBTAIN OPTIMUM LANE WIDTHS. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH FOLLOW A PAVEMENT JOINT, THE SINGLE LINE SHALL BE AN EXTENSION OF EITHER OF THE DOUBLE LINES AND NOT THE SPACE BETWEEN THEM. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH DO NOT FOLLOW A PAVEMENT JOINT, THE SINGLE LINE MAY BE ALIGNED WITH THE CENTER OF THE DOUBLE LINE MARKING OR EITHER LINE OF THE DOUBLE LINE.
4. ALL DIMENSIONS AND THE PLACEMENT OF ARROWS, SYMBOLS, AND TEXT SHOWN ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
5. NORMAL PAVEMENT MARKINGS SHALL BE 4".
6. STRIPING ON NYSDOT ROADS SHALL MATCH EXISTING STRIPING.
7. NO PARKING CROSS HATCHING SHALL BE NYSDOT TYPE A FOR POSTED SPEED LESS THAN OR EQUAL TO 45 MPH, SEE ATTACHED NYSDOT PAVEMENT MARKING DETAILS 685-01 (SHEET 1 OF 9).

ARCADIS

LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

NEWBURGH, NY
CITY OF NEWBURGH

NEW DRAIN OUTLET AT DOWNING PARK AND THIRD STREET STORM SEWER

ARCADIS PROJ. NO. 30055884

COPYRIGHT: ARCADIS OF NEW YORK, INC. 2025

DATE:	JUNE 2025
PROJECT NO.:	30055884
FILE NAME:	RFCOP #12
DESIGNED BY:	C. SUPERAK
DRAWN BY:	M. CORDIALE
CHECKED BY:	A. BROOKS

SHEET TITLE

CIVIL

RFCOP #12

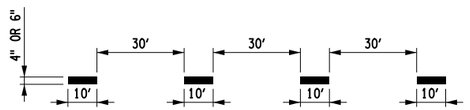
SCALE:
AS SHOWN

C-01

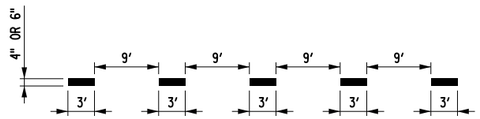
User:MCORDIALE Spec:AUS-NCSMOD File:C:\USERS\MCORDIALE\DOWNLOADS\ONEDRIVE_2025-06-26\CAD FILES\C-17-DOT_RFCOP11.DWG Scale:1:1 SavedDate:6/26/2025 Time:13:40 Plot Date: Cordiale, Miranda, 6/26/2025; 13:52 ; Layout:C-17



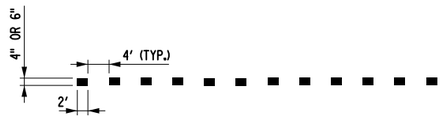
NORMAL LANE LINE (xLL)
NORMAL EDGE LINE (xEL)



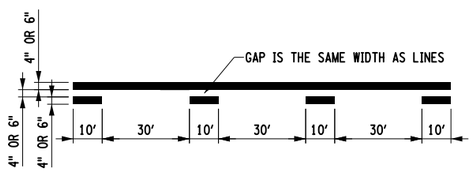
NORMAL BROKEN LANE LINE (xBLL)



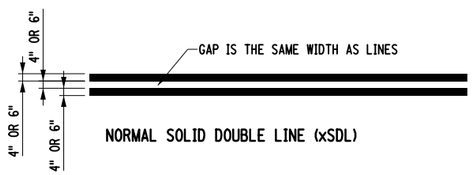
NORMAL DOTTED LANE LINE (xDLL)



NORMAL DOTTED EXTENSION LINE (xDEL)



NORMAL SOLID LINE AND NORMAL BROKEN LINE (ySBL)
(ONLY ALLOWED IN YELLOW)



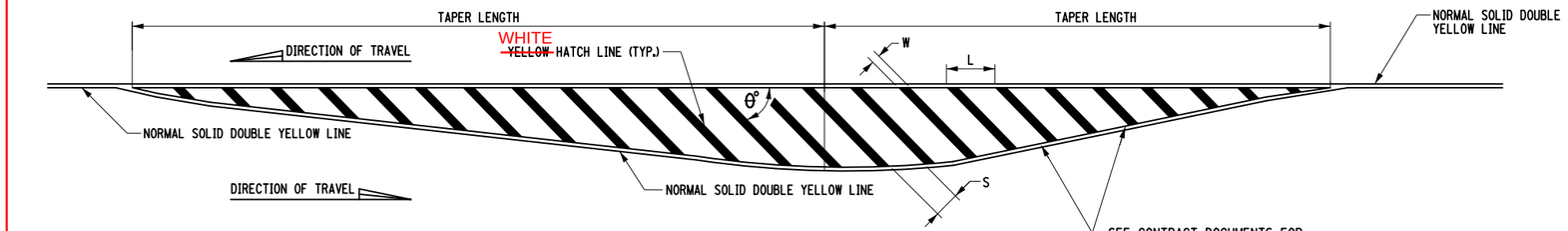
NORMAL SOLID DOUBLE LINE (xSDL)

PAVEMENT MARKING LINE NOTES:

L1. EDGE LINES ON ALL RURAL, HIGH SPEED HIGHWAY SEGMENTS WITH POSTED SPEEDS OF 45 MPH OR MORE SHALL BE 6". ALSO, NORMAL PAVEMENT MARKING LINES SHALL BE 6" ON FREEWAYS AND EXPRESSWAYS AND ON RAMPS TO AND FROM FREEWAYS AND EXPRESSWAYS, AND WHERE SPECIFIED IN THE CONTRACT DOCUMENTS. AT ALL OTHER LOCATIONS NORMAL PAVEMENT MARKING LINES SHALL BE 4". WIDE PAVEMENT MARKING LINES SHALL BE TWICE AS WIDE AS NORMAL LINES ON THE SAME HIGHWAY. CHANNELIZING LINES ARE THE SAME WIDTH AS WIDE LINES.

L2. PAVEMENT MARKING LINE CODES MAY BE SHOWN ON THE PLANS. DESIGNATIONS:

"W"=WHITE "Y"=YELLOW "WIDE"=WIDE



CROSS HATCHED ISLAND DETAIL
SHOWN FOR RADIUS TAPER
STRAIGHT TAPER STRIPING SIMILAR

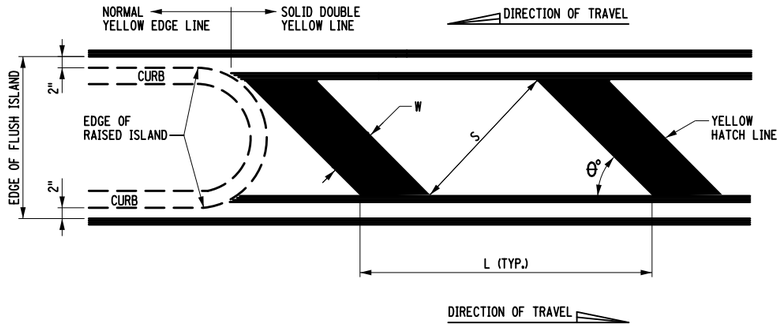
~~POSTED SPEED ≥ 45 MPH~~

TYPE	W	θ°	S	L
A	1'	30°	3'	8'
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

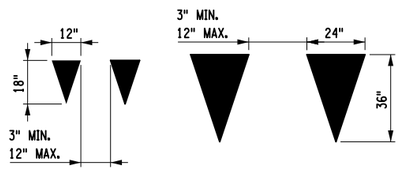
POSTED SPEED < 45 MPH

TYPE	W	θ°	S	L
A	8"	30°	2'	5'-4"
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

CROSS HATCH LINE DIMENSIONS
NOTE: TYPE SHALL BE AS PER PLAN. DEFAULT VALUE IS TYPE C UNLESS OTHERWISE SHOWN.



TYPICAL CROSS HATCH LINE DETAIL AT FLUSH OR RAISED ISLANDS AND AT MEDIAN AREAS



YIELD LINE MARKINGS
(EACH TRIANGLE PAID FOR SEPARATELY)

GENERAL PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD AND NYS SUPPLEMENT.
2. EDGE LINES SHALL BE YELLOW ON THE LEFT SIDE AND WHITE ON THE RIGHT SIDE IN THE DIRECTION OF TRAVEL UNLESS OTHERWISE SHOWN ON THE PLANS. IF THE CURB OFFSET IS LESS THAN 2'-0", NO EDGE LINE SHALL BE APPLIED ADJACENT TO CURBS UNLESS OTHERWISE SHOWN ON THE PLANS. EDGE LINES SHALL BE PROVIDED AT THE CURB ADJACENT TO RAISED ISLANDS (SEE DETAIL).
3. WHERE MARKINGS NORMALLY FOLLOW A PAVEMENT JOINT, SINGLE LINE MARKINGS SHALL BE PLACED ALONG ONE SIDE OF THE JOINT. DOUBLE LINE MARKINGS SHALL STRADDLE THE JOINT. LANE LINES ON ROADWAYS WHICH ARE MORE THAN TWO LANES WIDE AND HAVE LONGITUDINAL JOINTS BETWEEN ADJACENT LANES, SHALL BE PLACED ON THE SIDE OF THE JOINT WHICH WILL OBTAIN OPTIMUM LANE WIDTHS.

   AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH FOLLOW A PAVEMENT JOINT, THE SINGLE LINE SHALL BE AN EXTENSION OF EITHER OF THE DOUBLE LINES AND NOT THE SPACE BETWEEN THEM. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH DO NOT FOLLOW A PAVEMENT JOINT, THE SINGLE LINE MAY BE ALIGNED WITH THE CENTER OF THE DOUBLE LINE MARKING OR WITH EITHER LINE OF THE DOUBLE LINE.
4. ALL DIMENSIONS AND THE PLACEMENT OF ARROWS, SYMBOLS, AND TEXT SHOWN ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
5. THE REGIONAL TRAFFIC ENGINEER WILL REVIEW AND APPROVE ANY CHANGES TO THE PAVEMENT MARKING PLANS PRIOR TO FINAL INSTALLATION. CHANGES SHALL BE SUBMITTED TWO WEEKS PRIOR TO INSTALLATION.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT_MARKING_DETAILS
(SHEET 1 OF 9)

APPROVED AUGUST 21, 2018	ISSUED UNDER EI 18-008
/S/ ROBERT LIMOGES P.E. DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	685-01

STANDARD SHEETS , May 01, 2023

FILE NAME = 685-0101.010119.dgn
DATE/TIME = 01-OCT-2018 12:16
USER = rfoote



DRIVEWAY NO PARKING HATCHING EXAMPLE FROM DOWNING PARK ON THIRD STREET.

RESOLUTION NO.: 149 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL RELEASE IN EXCHANGE FOR $12,500.00 TO SETTLE POTENTIAL CLAIMS AGAINST LIBERTY MUTUAL INSURANCE COMPANY RELATED TO THE NORTH WATER STREET SEWER SEPARATION PROJECT

WHEREAS, by Resolution No. 1-2022 of March 28, 2022, the City Council of the City of Newburgh, New York awarded a bid and authorized the execution of a contract with Metra Industries for the construction of the North Water Street Sewer Separation Project; and

WHEREAS, the bid and contract requirements required Metra Industries to provide a performance bond for the project; and

WHEREAS, Metra Industries provided a performance bond from Liberty Mutual Insurance Company; and

WHEREAS, as the project has reached a Substantial Completion milestone, this Council determines that executing a General Release with Liberty Mutual Insurance Company in exchange for $12,500.00 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 General Release with Liberty Mutual Insurance Company in exchange for $12,500.00.

Principal: **Metra Industries, Inc.**
Obligee: **City of Newburgh**
Surety: **Liberty Mutual Insurance Company**
Bond No.: **019071823**
Project: **North/Water Street Sewer Separation Bid No. 3.22 General Construction**

Release of Surety

In consideration and effective upon receipt of the sum of twelve thousand five hundred and xx/100 dollars ($12,500) (the "Settlement Amount"), from Liberty Mutual Insurance Company ("Surety"), the City of Newburgh, its successors and assigns (the "Releasor") hereby fully, irrevocably and unconditionally releases, acquits, and discharges Surety, and each of its parents, subsidiaries, affiliated entities, predecessors, successors and assigns, present and former directors, officers, employees, managers, agents, representatives, attorneys, accountants, consultants, insurers, reinsurers, and all other persons acting by, through, under, or on behalf of Surety from all manner of actions, causes of action, complaints, claims, demands, liens, suits, obligations, controversies, contracts, agreements, promises, charges, penalties, losses, debts, costs, attorneys' fees, expenses, damages, judgments, orders, and liabilities of whatever kind, whether in law or in equity, now known or unknown, fixed or contingent, and which have existed or may have existed, or which do exist or which hereafter can, shall, or may exist, whether contractual, common law, statutory, federal, state, or otherwise in connection with or arising from (i) the above-referenced performance bond (the "Bond"), (ii) Releasor's contract (the "Contract") with Metra Industries, Inc. ("MII"), and (iii) the North/Water Street Sewer Separation Bid No. 3.22 General Construction project (the "Project"). This release shall have no effect on any claims that may exist between Releasor and MII.

Dated: June _____, 2025

City of Newburgh

By: _____
Name: Todd Vennning
Title: City Manager / CEO
Res. No.: -2025

RESOLUTION NO.: 61 - 2022

OF

MARCH 28, 2022

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF THE NORTH WATER STREET SEWER SEPARATION PROJECT IN AN AMOUNT NOT TO EXCEED $3,498,600.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYSDEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 296-2020 of December 14, 2020, the City Council authorized professional engineering services agreements with Arcadis of New York, Inc. to complete design and bid documents for LTCP Phase II North Water Street Sewer Separation Project which has a notice to proceed date for construction of May 6, 2022; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the North Water Street Sewer Separation Project; and

WHEREAS, bids have been duly received and opened and Metra Industries is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation Grant/Loan; existing Clean Water State Revolving Fund grant/loan C3-7332-11-00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the North Water Street Sewer Separation Project be and it hereby is awarded to Metra Industries, for the amount of $3,498,600.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 3/28/22 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 31 day of March 2022

City Clerk

RESOLUTION NO.: 150 - 2025

OF

JULY 14, 2025

RESOLUTION AMENDING RESOLUTION NO: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $276,371.00 FROM SEWER FUND CONTINGENCY-EMERGENCY AND $123,629.00 FROM SEWER FUND BALANCE TO SEWER FUND SANITARY SEWERS – CONSTRUCTION AND MAJOR ALTERATIONS TO FUND EMERGENCY SEWER REPAIRS ON LUTHERAN STREET AND FARRINGTON STREET

WHEREAS, an amendment to the 2025 Budget is necessary to fund the cost of emergency sewer repair work on Lutheran Street and Farrington Street; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 249-2024, the 2025 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
G.1900.1990	Sewer Fund Contingency-Emergency	$276,371.00	
G.0000.0911	Sewer Fund Fund Balance	$123,629.00	
G.8120.0208	Sewer Fund Sanitary Sewers – Construction and Major Alterations		$400,000.00
	TOTAL:	$400,000.00	$400,000.00

RESOLUTION NO.: 151 - 2025

OF

JULY 14, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND RENWICK STREET PROJECT, CLASSIFYING THE PROJECT AS A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM AND REFERRING SAME TO OTHER INTERESTED AND INVOLVED AGENCIES

WHEREAS, the City of Newburgh is undertaking the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (the "Project"); and

WHEREAS, the Project is an "action" as defined by the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, a Part 1 of the Full Environmental Assessment Form (FEAF) has been completed and must be circulated to all Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA review of the Project;

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;

3. That this Council proposes to accept Part 1 of the Full Environmental Assessment Form ("FEAF") attached hereto; and

4. That the City Council duly authorizes the City Manager and the City Engineer to circulate said Full Environmental Assessment Form to the "Involved Agencies" and "Interested Agencies" for purposes of establishing Lead Agency status under SEQRA.

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 applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Reconstruction of Liberty Street, between Ann Street and Renwick Street (LTCP)		
Project Location (describe, and attach a general location map): Liberty Street, between Ann Street and Renwick Street		
Brief Description of Proposed Action (include purpose or need): This project includes the installation of approximately 2,400 linear-foot (LF) 30-inch HDPE and 500 LF 12-inch HDPE separate storm sewer, (10) 5-foot diameter manholes, (20) 4-footx4-foot catch basins, 1,800 LF of 18-inch cured-in-place liner in the existing combined sewer, (76) green infrastructure (GI) tree pits, 680 LF of 5-foot wide sections of permeable pavers, and 3,600 LF of 12-inch HDPE underdrain under the GI practices. This project also includes the replacement of approximately 100 LF 18-inch HDPE combined sewer, 2,300 LF of 6-inch PVC to replace roof leaders that are connected to the existing combined sewer, replacement of 1,800 LF of the existing waterline with 1800 LF of 12-inch ductile iron waterline, replacing approximately 21,500 square feet of side walk including ADA curbs and ramps, replacing 1,440 LF of granite curb, replacing the crosswalks with cobblestone crosswalks, installing curb bump outs at each intersection, and full depth restoration from curb to curb on Liberty Street from Renwick Street to Ann Street. Providing GI in addition to a new separate storm sewer in this project corridor would attenuate stormwater peak flows, improve stormwater quality before discharge to the Hudson River by removing nutrients, potentially reduce the size of the new storm sewer, and reduce CSO discharges, thereby reducing fecal coliform in the Hudson River. Replacing the aging water infrastructure in this area will prevent future water main breaks, reducing the risk of contamination.		
Name of Applicant/Sponsor: City of Newburgh - Todd Venning, City Manager	Telephone: 845-569-7301 E-Mail: tvenning@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Jason Morris, PE, Commissioner of Public Works and City Engineer	Telephone: 845-569-7447 E-Mail: jmorris@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
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 Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	City of Newburgh	
b. City, Town or Village Planning Board or Commission ☐Yes ☑No		
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Orange County DOH	September 2026
f. Regional agencies ☐Yes ☑No	Pallisades Interstate Park Commission	September 2026
g. State agencies ☑Yes ☐No	NYSDEC, NYSEFC, NYSDOS, NYSESD, NYSOPRHP	June 2025/September 2026
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):

Newburgh Hillside Brownfield Opportunity Area, Hudson River Valley National Heritage Area

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?
The disturbance will take place in the road right-of-way. The surrounding area is zoned as residential low density and commercial 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? Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?
City of Newburgh Police Department, Orange County Sheriff, NYS Troopers

c. Which fire protection and emergency medical services serve the project site?
City of Newburgh Fire Department, Empress EMS

d. What parks serve the project site?
Washington's Headquarters

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)? Municipal utility construction.

b. a. Total acreage of the site of the proposed action? 5.3 acres
b. Total acreage to be physically disturbed? 5.3 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.3 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 the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 24 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? ☑Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i .What is the purpose of the excavation or dredging? construction of storm sewer, water main, water service lateral, and sewer replacement

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): 16,500 cubic yards
- Over what duration of time? 24 months

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

Cobblestones and abandoned trolley lines underneath the asphalt, soils, and existing asphalt will be excavated. Material that cannot be reused will be disposed of in accordance with applicable laws and regulations.

iv. 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? 1.6 acres

vi. What is the maximum area to be worked at any one time? 0.14 acres

vii. What would be the maximum depth of excavation or dredging? 15 feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan:

Materials that can be reused on site will be reused to the extent possible. Material that cannot be reused will be disposed of in accordance with applicable laws and regulations.

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 the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the 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), what is the 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 a 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 the 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)

During construction only - heavy equipment, machinery - construction vehicles

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

Not applicable

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

Not applicable

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 truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

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: 7am-10pm
- Saturday: Not applicable
- Sunday: Not applicable
- Holidays: Not applicable

ii. During Operations:

- Monday - Friday: Not applicable
- Saturday: Not applicable
- Sunday: Not applicable
- Holidays: Not applicable

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:

Typical construction activities will exceed existing ambient noise levels during construction. No new sources of noise will be generated during operation.

ii. Will the 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:

The project will replace existing lighting with new standardized light poles that are consistent with the East-End Historic District.

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 the 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 the 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	5.3	5.3	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• 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:

Safe Harbors of the Hudson, Orange County Community College Daycare, Newburgh Ministry, St. Patrick Catholic Church, 44 Grand Street, Boys and Girls Club, Newburgh Waterways Center, Nora Cronin Academy, South Middle School

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): 0307606

☐ 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): 336036, 546031, B00188, 336055, 336042, C336098

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

Sites listed above have been remediated.

_____

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? 15.7 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:

Pavement with fill material	100 %
	%
	%

d. What is the average depth to the water table on the project site? Average: 4 feet

e. Drainage status of project site soils:

☑	Well Drained:	43 % of site
☐	Moderately Well Drained:	% of site
☑	Poorly Drained	57 % of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	100 % 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: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
Indiana Bat | Northern Long-eared Bat | Tricolored Bat
Monarch butterfly | Small Whorled Pogonia

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): Tidal River
ii. Source(s) of description or evaluation: NYSDEC Environmental Resources Mapper
iii. Extent of community/habitat:
- Currently: 74248.64 acres
- Following completion of project as proposed: 74248.64 acres
- Gain or loss (indicate + or -): 0 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
If Yes:
i. Species and listing (endangered or threatened): Shortnose Sturgeon, Atlantic Sturgeon

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
If Yes:
i. Species and listing:

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 the National or State Register of Historic 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? ☑ Yes ☐ No

If Yes:

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

ii. Name: East End Historic District, Washington's Headquarters

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

This is a historic building with military/architecture and an area of commerce/military/settlement/architectural significance listed on NRIS.

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: Washington's Headquarters

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

iii. Distance between project and resource: 0 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.

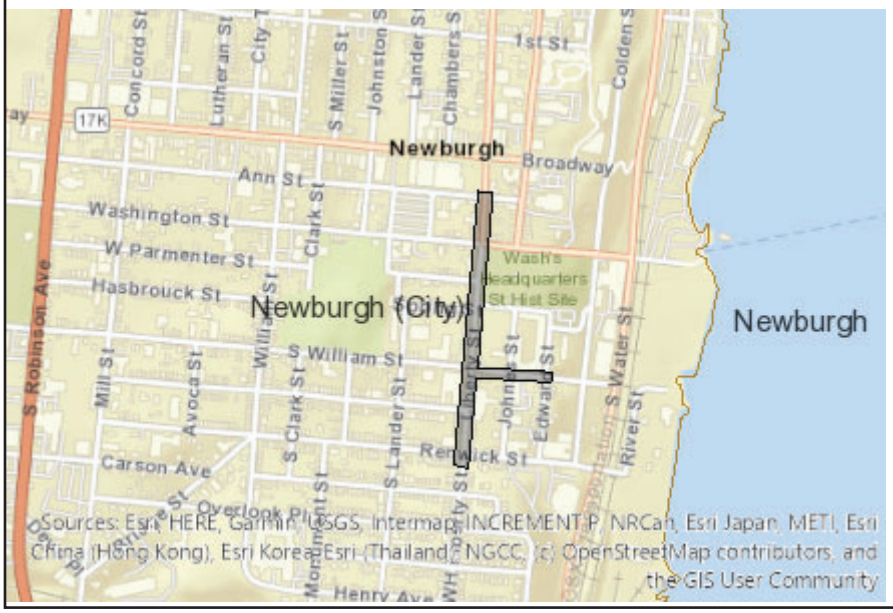
Applicant/Sponsor Name Todd Venning Date _____

Signature _____ Title City Manager & CEO

PRINT FORM

EAF Mapper Summary Report

Tuesday, May 27, 2025 11:34 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336036, 546031, B00188, 336055, 336042, C336098
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.iii [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer

E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Tidal River
E.2.n.i [Natural Communities - Acres]	74248.64
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Shortnose Sturgeon, Atlantic Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	, East End Historic District, Washington's Headquarters
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

RESOLUTION NO.: 152 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION 2025 WATER QUALITY IMPROVEMENT PROGRAM GRANT FOR THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND RENWICK STREET PROJECT (LTCP PHASE II) IN AN AMOUNT NOT TO EXCEED $10,000,000.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011 and by Resolution No. 303-2015 of November 23, 2015, the City Council approved a Consent Order with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan ("LTCP") and Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (the "Project") included as part of Phase II of the CSO LTCP; and

WHEREAS, funding for the Project is available under the New York State Department of Environmental Conservation 2025 Water Quality Improvement Grant Program which provides funding for projects that directly improve water quality or habitat, promote flood risk, reduction, restoration, and enhanced flood and climate resiliency, or protect a drinking water source; and

WHEREAS, the City proposes to apply for funding in an amount not to exceed $10,000,000.00, with the grant match in the amount of 25% shall be derived from additional grants and future financing through the New York State Environmental Facilities Corporation; and

WHEREAS, this Council has determined that applying for and accepting the grant and loan funding if awarded 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 apply for and accept if awarded a New York State Department of Environmental Conservation 2025 Water Quality Improvement Program Grant in an amount not to exceed $10,000,000.00 for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project; and upon the award of such funding to enter into and execute all documents and contracts with the New York State Department of Environmental Conservation, including but not limited to, the Sexual Harassment Prevention Certification Form and Executive Order No. 16 Certification Form, for said purposes and further, to carry out and comply with the terms of such project agreement(s).

Water Quality Improvement Project (WQIP) Program

May 2025

Program Description

The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program that can be used to fund projects that directly improve water quality or habitat, promote flood risk, reduction, restoration, and enhanced flood and climate resiliency, or protect a drinking water source. Funding is for construction and implementation projects, not for those that are exclusively for planning. Maximum funding awards vary by project type and are subject to change each round. Program priorities and requirements are also subject to change from year to year. The typical annual funding available for the WQIP program is at least $75 million.

Eligible Applicants

- Municipalities, including Indian Nations and municipal corporations (ECL §56-0101)
- Soil and Water Conservation Districts
- Not-for-profit corporations (land acquisition for source water protection; dam safety repair, rehabilitation, and dam removal; aquatic connectivity, marine habitat restoration; and fish and wildlife habitat restoration and enhancement project types only)

Eligible Project Types and Activities

Wastewater Treatment Improvement

Priority Projects

- Wastewater effluent disinfection for facilities that currently do not have any disinfection.
- Upgrades to municipal systems to meet a DEC-approved watershed implementation plan's (i.e., Total Maximum Daily Load plan, Nine Element Watershed Management Plan, Harmful Algal Bloom Action Plan, or DEC Action Agenda) nutrient requirements (primarily phosphorus).
- Combined sewer overflow/sanitary sewer overflow (CSO/SSO) projects to upgrade systems to meet CSO or SSO discharge requirements.
- Municipal systems to serve multiple properties with inadequate on-site septic systems.

General Wastewater Treatment Improvement

- All other wastewater treatment projects

Non-Agricultural Nonpoint Source Abatement and Control

- Decentralized wastewater treatment facilities for failing on-site treatment systems
- Green infrastructure practices
- Stormwater retrofits
- Streambank and shoreline stabilization
- Riparian buffers
- In-waterbody controls for nutrients
- Bathing beach restoration
- Stream culvert repair and replacement
- Programs to implement nonpoint source management within a defined geographic area

Vacuum Trucks for Areas with Municipal Separate Storm Sewer Systems (MS4s)

- Purchase of one vacuum truck to be used in an MS4 area.

Land Acquisition for Source Water Protection

- Projects or programs for land purchases to protect surface or groundwater drinking water supplies.

Salt Storage and Road Salt Reduction

- Construction of a permanent structure to cover a salt or sand-salt mixture storage pile.
- Purchase of brine-making equipment and brine storage tank.
- Retrofits of snowplows with live edge or segmented plow blades, plow guards, truck-mounted brine-spreading equipment, and GPS sensors.

Dam Safety Repair/Rehabilitation and Dam Removal

- Projects to improve dam safety through the repair and rehabilitation, or removal of dams with a downstream hazard classification of Class C (High) and Class B (Intermediate).

Aquatic Connectivity

- Projects to improve aquatic habitat connectivity at road-stream crossings or dams.

Marine District Habitat Restoration

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

Fish and Wildlife Habitat Restoration and Enhancement

- Projects to improve the ecological condition of wetlands or riparian corridors with the intent to support a spawning, nursery, wintering, migratory, nesting, breeding, or foraging environment for fish, wildlife, and other biota.

Match Requirements

All grants require a local match equal to 25% of the requested grant amount. The match can include cash and/or in-kind services. Only costs eligible for this grant may be used as match. Match funds cannot come from other New York State funding sources, but may come from federal funding sources, unless noted in the WQIP Program Overview. The applicant must identify the source of the match in their application.

Application Details

- Apply through the Regional Economic Development Council Consolidated Funding Application at https://on.ny.gov/cfa.
- Submit applications by 4:00 p.m. on July 31, 2025.

CONTACT INFORMATION

On the web: http://on.ny.gov/wqip

Division of Water Grants Team
625 Broadway, Albany New York 12233
(518) 402-8179 | dowgrants@dec.ny.gov
www.dec.ny.gov

Attachment S

Sexual Harassment Prevention Certification Form

By submission of this application, each applicant and each person signing on behalf of any applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name: City of Newburgh

Signature: _____

Print Name and Title: Todd Venning - City Manager & CEO

Date: _____

If the above certification cannot be made, the applicant must submit a signed statement below detailing the reasons why the certification cannot be made.

_____
_____
_____
_____
_____

Company Name: _____

Signature: _____

Print Name and Title: _____

Date: _____

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- [x] 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- [ ] 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- [ ] 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- [ ] 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Municipality Name: (legal entity) City of Newburgh

By: (signature) _____

Name: Todd Venning

Title: City Manager & CEO

Date: _____

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Liberty Street Reconstruction, between Ann Street and Renwick Street (LTCP Phase-II)	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (NYSDEC) – 2025 Water Quality Improvement Program (WQIP)	GRANT SUBMITTAL DATE: July 31, 2025	AMOUNT OF AWARD: Up to $10 million
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application will be prepared for submission in September 2025. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to $2.5 million in matching funds for this specific grant if the City is awarded full grant amount. Total project costs are estimated at $31 million.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Requires a completed Engineering Report, Executed Sexual Harassment Prevention Form and Executed Executive Order No. 16 Form.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The Liberty Street Reconstruction Project, between Ann Street and Renwick Street is a required project listed in the Order on Consent for the City's Long Term CSO Control Plan. Project involves the reconstruction of Liberty Street in this corridor to separate combined sewers and implement green infrastructure to reduce combined sewer overflows to the Hudson River. The preliminary planning phase/engineering report has been completed by the consent order milestone date of June 1, 2025. The preliminary estimate for the project is approximately $31 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.
Scope of Project: Liberty Street, between Ann Street and Renwick Street, including side streets as necessary to construct sewer, stormsewer and water main connections. Project also includes new sidewalks, curbs, roadway repavement, traffic signals, street lighting, pavement striping and tree plantings.

Key Stakeholders: City of Newburgh, US EPA, NYSDEC, NYSEFC

Project Timeline: (ex. Dates) :Order on Consent Required Compliance Dates as follows:
Completion of Planning Phase = June 1, 2025 (COMPLETED)
Completion of Design Phase = November 1, 2026
Issuance of Notice to Proceed to Construction = May 1, 2027
Construction Completion = September 1, 2028
Operational Startup = September 1, 2028

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: N/A

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

Asst.

CITY COMPTROLLER SIGNATURE: _____

DATE: 06/27/25

City of Newburgh

GRANT APPLICATION FORM

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

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL SIGNATURE: _____

DATE: 6/27/25

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

added to July 10 2025 W.S.
July 14, 2025 Council Meeting

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

(Acting)
CITY MANAGER SIGNATURE: _____

DATE: 6/27/25

RESOLUTION NO.: 153 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION 2025 GREEN RESILIENCY PROGRAM GRANT FOR THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND RENWICK STREET PROJECT (LTCP PHASE II) IN AN AMOUNT NOT TO EXCEED $10,000,000.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011 and by Resolution No. 303-2015 of November 23, 2015, the City Council approved a Consent Order with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan ("LTCP") and Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (the "Project") included as part of Phase II of the CSO LTCP; and

WHEREAS, funding for the Project is available under the New York State Environmental Facilities Corporation 2025 Green Resiliency Grant Program which provides funding that enhance the resilience of stormwater infrastructure through green infrastructure stormwater management practices and/or nature-based solutions to manage combined and/or sanitary sewer overflows and/or mitigate risks associated with extreme weather events; and

WHEREAS, the City proposes to apply for funding in an amount not to exceed $10,000,000.00, with the grant match in the amount of 10% shall be derived from additional grants and future financing through the New York State Environmental Facilities Corporation; and

WHEREAS, this Council has determined that applying for and accepting the grant and loan funding if awarded 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 apply for and accept if awarded a New York State Environmental Facilities Corporation 2025 Green Resiliency Program Grant in an amount not to exceed $10,000,000.00 for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project; and upon the award of such funding to enter into and execute all documents and contracts with the New York State Environmental Facilities Corporation for said purposes and further, to carry out and comply with the terms of such project agreement(s).

GREEN RESILIENCY GRANT (GRG) PROGRAM SUMMARY

FUNDING AVAILABLE: $60 MILLION

The New York State Environmental Facilities Corporation (EFC) will offer grants for certain projects that improve water quality and mitigate the effects of extreme weather through the Green Resiliency Grant (GRG) program. This grant funding is made available, in part, through the Clean Water, Clean Air and Green Jobs Environmental Bond Act of 2022 (Bond Act).

GRG grants are awarded on a competitive basis to transformative projects that enhance the resilience of stormwater infrastructure across New York State (NYS). Eligible projects must utilize green infrastructure (GI) stormwater management practices (SMPs) and/or nature-based solutions to manage combined and/or sanitary sewer overflows and/or mitigate risks associated with extreme weather events. Projects must not begin construction before notification of award and must commence construction no later than July 1, 2027.

Disadvantaged communities will receive no less than 35 percent of the benefit from this funding.

BACKGROUND

On March 21, 2024, EFC published for public comment proposed eligibility guidelines for the GRG program designed to implement the historic $4.2 billion Bond Act. The public comment period closed April 19, 2024, and responses to the comments are posted on the Bond Act website.

EFC administers the Clean Water State Revolving Fund (CWSRF) and co-administers the Drinking Water State Revolving Fund (DWSRF) with the NYS Department of Health. The SRF Programs provide subsidized financial assistance to qualified municipalities to undertake eligible water infrastructure projects. Municipalities do not need to obtain financial assistance from the CWSRF or DWSRF program to receive a GRG grant and do not need to be listed on the CWSRF or DWSRF Intended Use Plan to apply for a GRG grant.

FUNDING OVERVIEW

GRG may fund up to 90 percent of eligible project costs with grants ranging from a minimum of $1 million to a maximum of $10 million per project. GRG projects must be capable of capturing, treating, or increasing the time of concentration for a minimum of 2,500 cubic feet of stormwater per 90th-percentile rainfall event within a clearly defined drainage area[1] that contributes to a specific water quality or quantity concern. Projects must demonstrate a concentrated impact on a singular drainage

[1] A clearly defined drainage area may include, for example, the catchment area of a single outfall or CSO, a neighborhood that drains to a common low point, or an area tributary to a localized flooding or water quality hotspot.

system. Proposals combining multiple, unconnected drainage areas should be submitted as separate applications.

Funding will be provided to projects to the extent that funds are available based on the evaluation criteria, including the specific proposed practices, water quality impacts of the project, and financial need of the municipality. EFC, in its sole discretion, may fund all or a portion of an eligible project and will determine the percentage amount available for any project. A local match for the balance of the estimated project cost is required.

Applicants who previously received a GRG award are not eligible to receive funding for the same project. Additionally, projects that have been awarded a grant through the Green Innovation Grant Program (GIGP) are not eligible for GRG funding.

Applicants may have no more than two active GRG awards at the same time. A GRG award is considered active from when a project has been awarded funding through the completion of construction. Applicants must prioritize projects if submitting more than one application. EFC reserves the right to prioritize projects more protective of water quality and limit GRG funding to one grant award per applicant per cycle.

ELIGIBLE APPLICANTS

- Any municipality, as defined by NYS Environmental Conservation Law Article 58 to include “a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York state, or any combination thereof.”;
- Any public benefit corporation or public authority established pursuant to the laws of New York; or
- Any agency of the State that is empowered to construct and operate a water quality infrastructure project, including state entities.

Applicants must have an ownership interest in the project site and have the right to access, operate, and maintain the project for its useful life.

ELIGIBLE ACTIVITIES

Regional Green Infrastructure projects utilize nature-based solutions to establish or restore natural landscape features that improve water quality and support healthy watersheds, while also protecting wildlife and their habitats. Eligible Regional GI practices include the establishment and/or restoration of nature-based features such as:

- Floodplains;
- Riparian buffers;
- Streams;
- Streambanks;
- Wetlands; and
- Stormwater ponds that provide an extended detention function.

Local Green Infrastructure projects are typically located in an urban environment and consist of site and neighborhood specific SMPs. These projects typically provide co-benefits such as reduced CSO and SSO events, flood protection, habitat restoration, improved air and water quality, reduction in urban heat island effect, and street and neighborhood beautification that can spur economic development and community revitalization. Eligible Local GI SMPs include:

- Stormwater retrofits, retention, and slow-release designs;
- Bioretention and bioswales;
- Stormwater harvest and reuse systems;
- Green roofs, blue roofs, and green walls;
- Porous pavements or other porous surfaces; and
  Stormwater street trees and tree trenches.

All Local GI SMPs, along with stormwater wetlands and ponds, must be designed in accordance with the latest version of the New York State Stormwater Management Design Manual.

INELIGIBLE ACTIVITIES AND COSTS

Ineligible activities and costs include, but are not limited to, the following:

- Implementation of studies prepared through the Resilient NY program or otherwise eligible under the NYS Department of Environmental Conservation (NYSDEC) Resilient Watersheds Grant (RWG) Program.
- Hardening, channelizing, or straightening streams and/or streambanks.
- Coastal rehabilitation or restoration project such as projects that establish or restore living shorelines, artificial reefs, dunes, and shellfish beds. These projects may be eligible under the NYS Department of State (NYSDOS) Coastal Rehabilitation and Resilience Projects grant program.
- Dam removal, which may be eligible under the RWG or Coastal Rehabilitation and Resilience Projects programs.
- Dredging required as a result of deferred maintenance.
- Dry detention basins, dry ponds, and sand filters.
- In-line and end-of-pipe underground stormwater control and treatment systems that only filter or detain stormwater, including, but not limited to, devices such as swirl concentrators, hydrodynamic separators, catch basin inserts, baffle systems for grit, trash/floatable removal, oil and grease separation, and inflatable booms or dams unless such devices satisfy pretreatment requirements for eligible GI practices.
- SMPs that use impervious or semi-impervious liners, unless required by the Stormwater Management Design Manual due to inadequate separation to groundwater, tributary hotspot runoff, or known soil contamination.
- Stormwater conveyance systems that are not soil/vegetation based (swales) such as pipes, curtain drains, and concrete channels unless such conveyance systems direct stormwater to eligible GI practices.
- Infiltration practices (i.e., trenches, basins, dry wells, underground systems) that are not otherwise part of a broader project containing eligible GI practices.

- SMPs implemented to comply with the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity.
- Wetland construction or restoration required as compensatory mitigation for adverse impacts to wetlands or other environmental damage caused through construction activities.
- Purchase of capital equipment such as street sweepers, sewer cleaners, and vactor trucks.
- Project costs not directly related to water quality, including asbestos abatement and site amenities (e.g., bus shelters, benches, traffic devices, decorative lighting, etc.).
- Costs associated with the operation, maintenance, and ongoing monitoring of the project.
- Projects limited to planning and/or design costs (e.g. watershed study, urban forestry plan).

MATCHING SHARE

All grants require a minimum local matching share equal to a minimum of 10 percent of the total eligible project costs. The match may be provided as cash, administrative and/or technical force account, materials and equipment, or volunteer labor by qualified individuals. Other State funds may not be used for local match. The applicant must identify the source of the match with the application submittal.

EVALUATION CRITERIA

A project will be evaluated and ranked based on the level to which it:

- Addresses combined and/or sanitary sewer overflow;
- Mitigates risks associated with extreme weather events;
- Is located within or benefits a Disadvantaged Community (DAC) or Potential Environmental Justice Area (PEJA);
- Establishes or restores natural features, ecology, and hydrology;
- Implements measures that address climate change, including cooling the surrounding environment, mitigating urban heat islands, reducing air pollution, and reducing energy use;
- Is likely to proceed to construction based on project development at time of application;
- Is anticipated to make measurable improvements to or protect water quality, including the applicant’s proposal to quantify water quality improvements;
- Plans for the long-term operation and maintenance of the project; and
- Leverages additional funding sources and aligns with larger goals of the community or region.

AWARDEE REQUIREMENTS (AFTER GRANT AWARD)

Awardees must fulfill certain requirements to enter into a Grant Agreement with EFC, including, but not limited to:

- State Environmental Quality Review Act (SEQRA) compliance documentation;
- State Historic Preservation Office (SHPO) consultation documentation;
- Detailed final budget and plan of finance to show that sufficient funding has been secured for the full project cost;
- Proof of legal right to access, operate, and maintain project throughout construction and for the duration of its useful life; and

- Compliance with Minority/Women-Owned Business Enterprise (MWBE), Service-Disable Veteran-Owned Business Enterprises (SDVOB), and Equal Employment Opportunity (EEO) requirements.

Projects receiving co-funding from other sources must comply with the applicable requirements of each respective funding program. If any portion of a project is funded through the CWSRF, the project must meet all relevant CWSRF requirements, which include, but are not limited to, Federal Architectural and Engineering (A/E) procurement standards, Davis-Bacon wage requirements, and American Iron and Steel and/or Build America, Buy America (BABA) provisions.

APPLICATION DUE DATE

Applications may be submitted starting May 1, 2025 using the online Application Form located on EFC's website at https://portal.efc.ny.gov and must be submitted by 5:00 p.m., August 15, 2025.

APPLICATION REQUIREMENTS

All applicants must submit a feasibility study that aligns with the EFC Feasibility Study Outline as part of their application. For more information on required and optional documents to support an application, refer to the GRG Required Documentation Guidance.

ADDITIONAL RESOURCES

Further information on the GRG program can be found on EFC's website at: https://efc.ny.gov/grg

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Liberty Street Reconstruction, between Ann Street and Renwick Street (LTCP Phase-II)	**NAME OF DEPARTMENT REQUESTING GRANT:** Engineering Department	**NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT:** Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Environmental Facilities Corporation (NYSEFC) – 2025 Green Resiliency Grant Program (GRGP)	**GRANT SUBMITTAL DATE:** August 15, 2025	**AMOUNT OF AWARD:** Up to 90% of project costs with a maximum of $10 million
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, 10%. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application will be prepared for submission in September 2025. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	**AMOUNT REQUIRED BY THE CITY OF NEWBURGH:** Up to $1 million in matching funds for this specific grant if the City is awarded full grant amount. Total project costs are estimated at $31 million.	**(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:** Requires a completed Feasibility Study Report (Engineering Report) and Letters of Support from politicians

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The Liberty Street Reconstruction Project, between Ann Street and Renwick Street is a required project listed in the Order on Consent for the City's Long Term CSO Control Plan. Project involves the reconstruction of Liberty Street in this corridor to separate combined sewers and implement green infrastructure to reduce combined sewer overflows to the Hudson River. The preliminary planning phase/engineering report has been completed by the consent order milestone date of June 1, 2025. The preliminary estimate for the project is approximately $31 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.

Scope of Project: Liberty Street, between Ann Street and Renwick Street, including side streets as necessary to construct sewer, stormsewer and water main connections. Project also includes new sidewalks, curbs, roadway repavement, traffic signals, street lighting, pavement striping and tree plantings.

Key Stakeholders: City of Newburgh, US EPA, NYSDEC, NYSEFC

Project Timeline: Order on Consent Required Compliance Dates as follows:
Completion of Planning Phase = June 1, 2025 (COMPLETED)
Completion of Design Phase = November 1, 2026
Issuance of Notice to Proceed to Construction = May 1, 2027
Construction Completion = September 1, 2028
Operational Startup = September 1, 2028

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO **CORPORATION COUNSEL** **SIGNATURE:_____** **DATE:_____**
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: **_____**
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO **CITY MANAGER** **SIGNATURE:_____** **DATE:_____**

GREEN RESILIENCY GRANT (GRG) PROGRAM SUMMARY

FUNDING AVAILABLE: $60 MILLION

The New York State Environmental Facilities Corporation (EFC) will offer grants for certain projects that improve water quality and mitigate the effects of extreme weather through the Green Resiliency Grant (GRG) program. This grant funding is made available, in part, through the Clean Water, Clean Air and Green Jobs Environmental Bond Act of 2022 (Bond Act).

GRG grants are awarded on a competitive basis to transformative projects that enhance the resilience of stormwater infrastructure across New York State (NYS). Eligible projects must utilize green infrastructure (GI) stormwater management practices (SMPs) and/or nature-based solutions to manage combined and/or sanitary sewer overflows and/or mitigate risks associated with extreme weather events. Projects must not begin construction before notification of award and must commence construction no later than July 1, 2027.

Disadvantaged communities will receive no less than 35 percent of the benefit from this funding.

BACKGROUND

On March 21, 2024, EFC published for public comment proposed eligibility guidelines for the GRG program designed to implement the historic $4.2 billion Bond Act. The public comment period closed April 19, 2024, and responses to the comments are posted on the Bond Act website.

EFC administers the Clean Water State Revolving Fund (CWSRF) and co-administers the Drinking Water State Revolving Fund (DWSRF) with the NYS Department of Health. The SRF Programs provide subsidized financial assistance to qualified municipalities to undertake eligible water infrastructure projects. Municipalities do not need to obtain financial assistance from the CWSRF or DWSRF program to receive a GRG grant and do not need to be listed on the CWSRF or DWSRF Intended Use Plan to apply for a GRG grant.

FUNDING OVERVIEW

GRG may fund up to 90 percent of eligible project costs with grants ranging from a minimum of $1 million to a maximum of $10 million per project. GRG projects must be capable of capturing, treating, or increasing the time of concentration for a minimum of 2,500 cubic feet of stormwater per 90th-percentile rainfall event within a clearly defined drainage area[1] that contributes to a specific water quality or quantity concern. Projects must demonstrate a concentrated impact on a singular drainage

[1] A clearly defined drainage area may include, for example, the catchment area of a single outfall or CSO, a neighborhood that drains to a common low point, or an area tributary to a localized flooding or water quality hotspot.

system. Proposals combining multiple, unconnected drainage areas should be submitted as separate applications.

Funding will be provided to projects to the extent that funds are available based on the evaluation criteria, including the specific proposed practices, water quality impacts of the project, and financial need of the municipality. EFC, in its sole discretion, may fund all or a portion of an eligible project and will determine the percentage amount available for any project. A local match for the balance of the estimated project cost is required.

Applicants who previously received a GRG award are not eligible to receive funding for the same project. Additionally, projects that have been awarded a grant through the Green Innovation Grant Program (GIGP) are not eligible for GRG funding.

Applicants may have no more than two active GRG awards at the same time. A GRG award is considered active from when a project has been awarded funding through the completion of construction. Applicants must prioritize projects if submitting more than one application. EFC reserves the right to prioritize projects more protective of water quality and limit GRG funding to one grant award per applicant per cycle.

ELIGIBLE APPLICANTS

- Any municipality, as defined by NYS Environmental Conservation Law Article 58 to include “a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city, town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York state, or any combination thereof.”;
- Any public benefit corporation or public authority established pursuant to the laws of New York; or
- Any agency of the State that is empowered to construct and operate a water quality infrastructure project, including state entities.

Applicants must have an ownership interest in the project site and have the right to access, operate, and maintain the project for its useful life.

ELIGIBLE ACTIVITIES

Regional Green Infrastructure projects utilize nature-based solutions to establish or restore natural landscape features that improve water quality and support healthy watersheds, while also protecting wildlife and their habitats. Eligible Regional GI practices include the establishment and/or restoration of nature-based features such as:

- Floodplains;
- Riparian buffers;
- Streams;
- Streambanks;
- Wetlands; and
- Stormwater ponds that provide an extended detention function.

Local Green Infrastructure projects are typically located in an urban environment and consist of site and neighborhood specific SMPs. These projects typically provide co-benefits such as reduced CSO and SSO events, flood protection, habitat restoration, improved air and water quality, reduction in urban heat island effect, and street and neighborhood beautification that can spur economic development and community revitalization. Eligible Local GI SMPs include:

- Stormwater retrofits, retention, and slow-release designs;
- Bioretention and bioswales;
- Stormwater harvest and reuse systems;
- Green roofs, blue roofs, and green walls;
- Porous pavements or other porous surfaces; and
  Stormwater street trees and tree trenches.

All Local GI SMPs, along with stormwater wetlands and ponds, must be designed in accordance with the latest version of the New York State Stormwater Management Design Manual.

INELIGIBLE ACTIVITIES AND COSTS

Ineligible activities and costs include, but are not limited to, the following:

- Implementation of studies prepared through the Resilient NY program or otherwise eligible under the NYS Department of Environmental Conservation (NYSDEC) Resilient Watersheds Grant (RWG) Program.
- Hardening, channelizing, or straightening streams and/or streambanks.
- Coastal rehabilitation or restoration project such as projects that establish or restore living shorelines, artificial reefs, dunes, and shellfish beds. These projects may be eligible under the NYS Department of State (NYSDOS) Coastal Rehabilitation and Resilience Projects grant program.
- Dam removal, which may be eligible under the RWG or Coastal Rehabilitation and Resilience Projects programs.
- Dredging required as a result of deferred maintenance.
- Dry detention basins, dry ponds, and sand filters.
- In-line and end-of-pipe underground stormwater control and treatment systems that only filter or detain stormwater, including, but not limited to, devices such as swirl concentrators, hydrodynamic separators, catch basin inserts, baffle systems for grit, trash/floatable removal, oil and grease separation, and inflatable booms or dams unless such devices satisfy pretreatment requirements for eligible GI practices.
- SMPs that use impervious or semi-impervious liners, unless required by the Stormwater Management Design Manual due to inadequate separation to groundwater, tributary hotspot runoff, or known soil contamination.
- Stormwater conveyance systems that are not soil/vegetation based (swales) such as pipes, curtain drains, and concrete channels unless such conveyance systems direct stormwater to eligible GI practices.
- Infiltration practices (i.e., trenches, basins, dry wells, underground systems) that are not otherwise part of a broader project containing eligible GI practices.

- SMPs implemented to comply with the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity.
- Wetland construction or restoration required as compensatory mitigation for adverse impacts to wetlands or other environmental damage caused through construction activities.
- Purchase of capital equipment such as street sweepers, sewer cleaners, and vactor trucks.
- Project costs not directly related to water quality, including asbestos abatement and site amenities (e.g., bus shelters, benches, traffic devices, decorative lighting, etc.).
- Costs associated with the operation, maintenance, and ongoing monitoring of the project.
- Projects limited to planning and/or design costs (e.g. watershed study, urban forestry plan).

MATCHING SHARE

All grants require a minimum local matching share equal to a minimum of 10 percent of the total eligible project costs. The match may be provided as cash, administrative and/or technical force account, materials and equipment, or volunteer labor by qualified individuals. Other State funds may not be used for local match. The applicant must identify the source of the match with the application submittal.

EVALUATION CRITERIA

A project will be evaluated and ranked based on the level to which it:

- Addresses combined and/or sanitary sewer overflow;
- Mitigates risks associated with extreme weather events;
- Is located within or benefits a Disadvantaged Community (DAC) or Potential Environmental Justice Area (PEJA);
- Establishes or restores natural features, ecology, and hydrology;
- Implements measures that address climate change, including cooling the surrounding environment, mitigating urban heat islands, reducing air pollution, and reducing energy use;
- Is likely to proceed to construction based on project development at time of application;
- Is anticipated to make measurable improvements to or protect water quality, including the applicant’s proposal to quantify water quality improvements;
- Plans for the long-term operation and maintenance of the project; and
- Leverages additional funding sources and aligns with larger goals of the community or region.

AWARDEE REQUIREMENTS (AFTER GRANT AWARD)

Awardees must fulfill certain requirements to enter into a Grant Agreement with EFC, including, but not limited to:

- State Environmental Quality Review Act (SEQRA) compliance documentation;
- State Historic Preservation Office (SHPO) consultation documentation;
- Detailed final budget and plan of finance to show that sufficient funding has been secured for the full project cost;
- Proof of legal right to access, operate, and maintain project throughout construction and for the duration of its useful life; and

- Compliance with Minority/Women-Owned Business Enterprise (MWBE), Service-Disable Veteran-Owned Business Enterprises (SDVOB), and Equal Employment Opportunity (EEO) requirements.

Projects receiving co-funding from other sources must comply with the applicable requirements of each respective funding program. If any portion of a project is funded through the CWSRF, the project must meet all relevant CWSRF requirements, which include, but are not limited to, Federal Architectural and Engineering (A/E) procurement standards, Davis-Bacon wage requirements, and American Iron and Steel and/or Build America, Buy America (BABA) provisions.

APPLICATION DUE DATE

Applications may be submitted starting May 1, 2025 using the online Application Form located on EFC's website at https://portal.efc.ny.gov and must be submitted by 5:00 p.m., August 15, 2025.

APPLICATION REQUIREMENTS

All applicants must submit a feasibility study that aligns with the EFC Feasibility Study Outline as part of their application. For more information on required and optional documents to support an application, refer to the GRG Required Documentation Guidance.

ADDITIONAL RESOURCES

Further information on the GRG program can be found on EFC's website at: https://efc.ny.gov/grg

GREEN RESILIENCY GRANT (GRG)
REQUIRED DOCUMENTATION GUIDANCE

REQUIRED DOCUMENTS

The following documents must be submitted with each application.

FEASIBILITY STUDY

All engineering feasibility studies for projects funded through the New York State Green Resiliency Grant (GRG) program must follow the NYS Environmental Facilities Corporation Feasibility Study Outline. In addition to following the prescribed outline, each Feasibility Study **must**:

- ✓ be current, meaning at the time of submission the report was prepared or updated no more than five years prior to the application deadline;
- ✓ be the final version, not a draft;
- ✓ be stamped and signed on the outside cover by a qualified professional licensed to practice in New York State;
- ✓ identify the problem and state a capital improvement project as the recommended solution;
- ✓ provide an estimate of the total project cost; and
- ✓ include or attach project location maps.

Feasibility Studies submitted with funding applications that do not include all items above will be considered incomplete and will not be evaluated.

OPTIONAL DOCUMENTS

The following documents, as applicable, may be submitted to support the application and may improve likelihood of receiving a grant.

ARCHITECTURAL/ENGINEERING (A/E) SERVICES AGREEMENT(S)

- If A/E services have been procured for the proposed project, provide a copy of the fully executed agreement.
- If requesting SRF assistance for A/E services (as defined by 40 U.S.C. 1102(2)(A-C)), applicants must procure said services in accordance with 40 U.S.C. 1101 *et seq.* Provide a copy of the completed NYS Environmental Facilities Corporation Certification for Architectural/Engineering Services Procurement.

PROJECT SITE OWNERSHIP/ACCESS INFORMATION

- Provide applicable documentation related to the ownership of/access to the project site (e.g., title certification, leases, easements, etc.)

SEWER SYSTEM MAP

- If the project proposes to reduce stormwater flow to a combined sewer system or sanitary collection system with known combined sewer overflows or sanitary sewer overflows, provide a map of the entire sewer system and identify the location of the proposed project.

ENFORCEMENT INSTRUMENT(S)

- If the project is required to be undertaken by an executed enforcement instrument or a final SPDES permit, provide the executed document (e.g. consent order, judicial order, compliance schedule)

LOCAL AND/OR REGIONAL PLANNING DOCUMENTS

- If the project is specifically identified in local or regional planning documents (e.g. comprehensive plan, master plan, regional planning document, waterfront revitalization plan, asset management plan), provide a copy or excerpt of the plan(s) with specific references to the project highlighted or otherwise identified.

PUBLIC ENGAGEMENT DOCUMENTATION

- If any public, community, or stakeholder engagement efforts have been conducted to inform the project design and implementation, provide related documentation (e.g., flyers, agendas, meeting minutes / summaries, posters, survey results, project website, etc.).

PERMIT DOCUMENTATION

- Please upload any issued permits or approvals identified in the application.

FLOOD DOCUMENTATION

- If the project site is located within a FEMA-designated floodway or floodplain, provide relevant effective mapping.
- If the project has been identified or recommended in a prior flood study, hydrologic analysis, or related assessment, provide a copy of the relevant document(s).
- If the project site is located within a known flood-prone area, upload documentation of flooding concerns (e.g., photos, news articles, etc.).

ENVIRONMENTAL REVIEW DOCUMENTS

- If SHPO consultation or SEQR has been completed, provide copies of all relevant documents.

CO-FUNDING DOCUMENTS

- If the project has received any other grant awards, provide a copy of the award letter and/or executed grant agreement.

LETTERS OF SUPPORT

- Submit as one compiled PDF.

RESOLUTION NO.: 154 - 2025

OF

JULY 14, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR THE WEST TRUNK SEWER REHABILITATION CONTRACT NO. 3 PROJECT, CLASSIFYING THE PROJECT AS AN UNLISTED ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM AND REFERRING SAME TO OTHER INTERESTED AND INVOLVED AGENCIES

WHEREAS, the City of Newburgh is undertaking the West Trunk Sewer Rehabilitation Contract No. 3 Project (the "Project") which involves the upgradient portion of the West Trunk Sewer (between the intersections of Walsh Road and Dickson Street, and Broadway and Wisner Avenue); and

WHEREAS, the Project is an "action" as defined by the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, a Part 1 of the Full Environmental Assessment Form (FEAF) has been completed and must be circulated to all Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA review of the Project;

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 an Unlisted Action and proposes a coordinated review;

3. That this Council proposes to accept Part 1 of the Full Environmental Assessment Form ("FEAF") attached hereto; and

4. That the City Council duly authorizes the City Manager and the City Engineer to circulate said Full Environmental Assessment Form to the "Involved Agencies" and "Interested Agencies" for purposes of establishing Lead Agency status under SEQRA.

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 applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: West Trunk Sewer Rehabilitation - Contract No. 3		
Project Location (describe, and attach a general location map): Along the West Trunk Sewer from Broadway and Wisner Avenue to the intersection of Walsh Road and Dickson Street in the City of Newburgh.		
Brief Description of Proposed Action (include purpose or need): The upgradient portion of the West Trunk Sewer (between the intersections of Walsh Road and Dickson Street, and Broadway and Wisner Avenue) was inspected between 2022 and 2023, and defects in the sewer were observed that require repair. This section of sewer is approximately 4,800 linear feet (LF), ranges from 12-inch to 54-inch in diameter, and is comprised of brick and clay block, and vitrified clay. As part of this proposed action to rehabilitate the existing sewer, approximately 4,600 LF will be lined with approximately 2,530 LF of 24-inch cured in place pipe (CIPP) liner, 2,050 LF of 54-inch CIPP liner, and approximately 200 LF will be repaired and replaced with the installation of two (2) 8-foot diameter manholes on either side of the 200 LF section. This portion of the sewer will be replaced with 54-inch HOBAS centrifugally cast, fiberglass reinforced, polymer mortar pipe by means of open cut excavation along the Quassaick Creek. These proposed actions will decrease wet weather flows in the West Trunk Sewer and extend its service life.		
Name of Applicant/Sponsor: City of Newburgh - Todd Venning, City Manager	Telephone: 845-569-7301 E-Mail: tvenning@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Jason Morris, PE, Commissioner of Public Works and City Engineer	Telephone: 845-569-7447 E-Mail: jmorris@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
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 Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	City of Newburgh	
b. City, Town or Village Planning Board or Commission ☐Yes ☑No		
c. City, 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	NYSDEC, NYSEFC, NYS SHPO, NYSDOS	June 2025 (SHPO) / NYSDEC/DOS/EFC (July 2026)
h. Federal agencies ☑Yes ☐No	USACE	July 2026

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?

The disturbance will take place in the road right-of-way and along the Quassaick Creek in City of Newburgh owned easements. The surrounding area is zoned as Residential Low Density and Commercial 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? Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?
City of Newburgh Police Department, Orange County Sheriff, NYS Troopers

c. Which fire protection and emergency medical services serve the project site?
City of Newburgh Fire Department, Empress EMS

d. What parks serve the project site?
Schleiermacher Park

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)? Municipal utility replacement

b. a. Total acreage of the site of the proposed action? 1.65 acres
b. Total acreage to be physically disturbed? 0.07 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.65 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 the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 24 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? ☑Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i .What is the purpose of the excavation or dredging? Excavation is needed to replace a 200-foot section of the existing sewer.

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): 5,200 cubic yards
- Over what duration of time? 6 months

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

Soils and existing asphalt will be excavated. Material that cannot be reused will be disposed of in accordance with applicable laws and regulations.

iv. Will there be onsite dewatering or processing of excavated materials? ☑Yes ☐No

If yes, describe. Depending on groundwater level, the trench excavation may need to be dewatered. If required, the dewatered materials will be reused or disposed of in accordance with applicable laws and regulations.

v. What is the total area to be dredged or excavated? 0.07 acres

vi. What is the maximum area to be worked at any one time? 0.1 acres

vii. What would be the maximum depth of excavation or dredging? 25 feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan: _____

Materials that can be reused on site will be reused to the extent possible. Material that cannot be reused will be disposed of in accordance with applicable laws and regulations.

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): The project may impact the riverine wetland identified and listed on the National Wetland Inventory.

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:

The proposed action will include excavation for the construction of the section of sewer which requires replacement. The impacted area is approximately less than 0.1 acre. New manhole structures will be installed. During construction it may be necessary to channelize flow or bypass pump the Quassaick Creek in the area of the proposed action. The Quassaick Creek and the impacted area will be restored to pre-construction conditions.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe: _____

iv. Will the 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), what is the 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 a 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 the 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)

During construction only - heavy equipment, machinery - construction vehicles

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

Not applicable

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

Not applicable

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 truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

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: 7am-10pm
- Saturday: Not applicable
- Sunday: Not applicable
- Holidays: Not applicable

ii. During Operations:

- Monday - Friday: Not applicable
- Saturday: Not applicable
- Sunday: Not applicable
- Holidays: Not applicable

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:

Typical construction activities will exceed existing ambient noise levels during construction. No new sources of noise will be generated during operation.

ii. Will the 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 the 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 the 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:

The surrounding area is a mixture of commercial and residential areas. The directly impacted area is a forested area along the bank of the Quassaick Creek.

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	0.87	0.87	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.78	0.78	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• 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:

Evercare (Independent Living), Cerone Place, Young and Unique Christian Childcare, Planned Parenthood, All Around Gymnastics, Al ikhlas Mosque, City of Newburgh Recreation Center, Newburgh Armory Unity Center, West Street School

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): See attached

☐ 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): B00127, V00117, E336074, E336075, 336077, B00136

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

The sites have been remediated

_____

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? Greater than 6.5 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? 0 %

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

Gravelly loam	42 %
Urban	58 %
	%

d. What is the average depth to the water table on the project site? Average: > 6.5 feet

e. Drainage status of project site soils:

☐	Well Drained:	% of site
☑	Moderately Well Drained:	42 % of site
☑	Poorly Drained	58 % of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	100 % 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 862-204, 862-205, 862-211, 862-215 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... 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: Principal Aquifer

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

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

If Yes:
i. Species and listing (endangered or threatened): _____

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

If Yes:
i. Species and listing: _____

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 the National or State Register of Historic 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? ☐ 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.

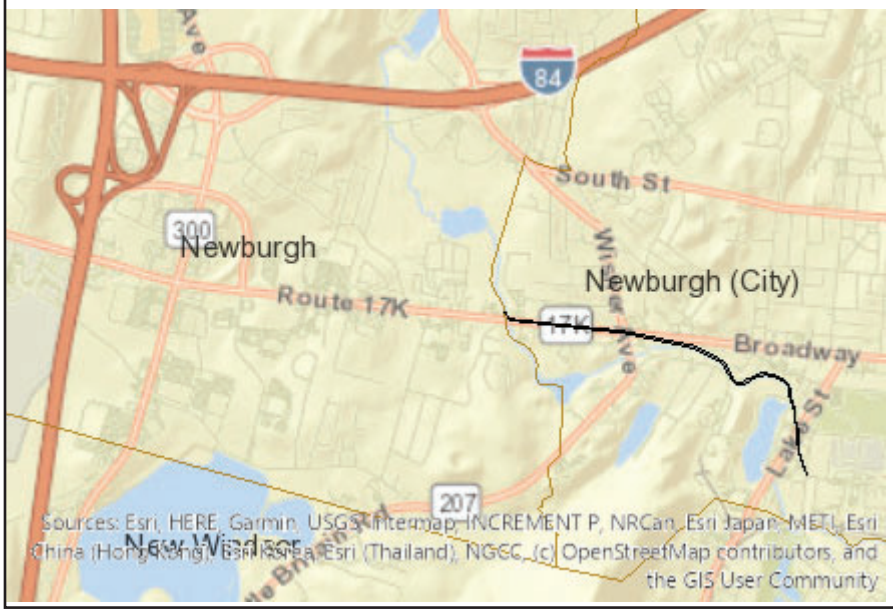
Applicant/Sponsor Name Todd Venning Date _____

Signature _____ Title City Manager & CEO

PRINT FORM

EAF Mapper Summary Report

Thursday, June 5, 2025 4:27 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00127, V00117, E336074, E336075, 336077, B00136
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	862-204, 862-205, 862-211, 862-215
E.2.h.iv [Surface Water Features - Stream Classification]	C

E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

United States Department of the Interior

FISH AND WILDLIFE SERVICE
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
Phone: (607) 753-9334 Fax: (607) 753-9699
Email Address: fw5es_nyfo@fws.gov

In Reply Refer To: 05/29/2025 16:27:18 UTC
Project Code: 2025-0103010
Project Name: West Trunk Sewer

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. **Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.**

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
(607) 753-9334

PROJECT SUMMARY

Project Code: 2025-0103010
Project Name: West Trunk Sewer
Project Type: Wastewater Pipeline - Maintenance / Modification - Below Ground
Project Description: Newburgh Project
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@41.4967048,-74.03270471796273,14z



Counties: Orange County, New York

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat *Myotis sodalis* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Small Whorled Pogonia *Isotria medeoloides* Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1890	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency:	Private Entity
Name:	Sridhana Tata
Address:	646 Plank Rd
Address Line 2:	646 Plank Rd
City:	Clifton Park
State:	NY
Zip:	12065
Email	sridhana.tata@arcadis.com
Phone:	5184957988

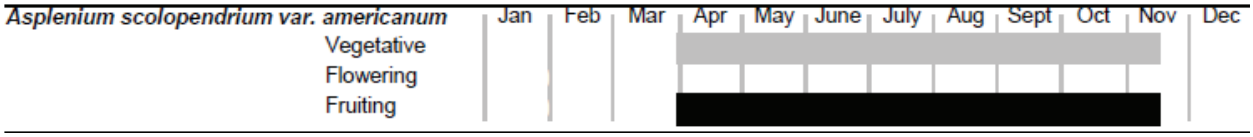
Plant Survey Timeframes for Upstate New York Listed Species – Aug 2015

American hart's-tongue fern
Houghton's goldenrod
Leedy's roseroot
Northeastern bulrush
Northern wild monkshood
Small-whorled pogonia orchid

American hart's-tongue fern

Evergreen and present year round; however, heavy snow and leaf cover can make locating individuals difficult. Plants are often more visible during periods when understories are more open. Surveys optimally should be conducted in spring and early winter; however, surveys should also be effective during the summer and fall months.

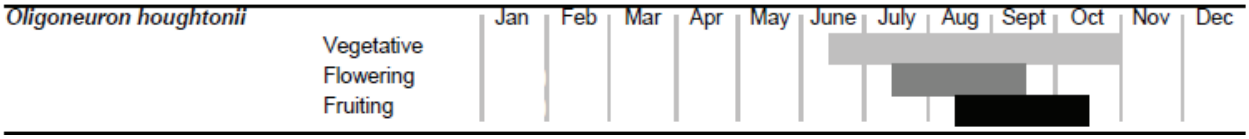




Houghton's goldenrod

Flowering during late July into September. Surveys should be conducted during peak flowering to aid in detection and identification.

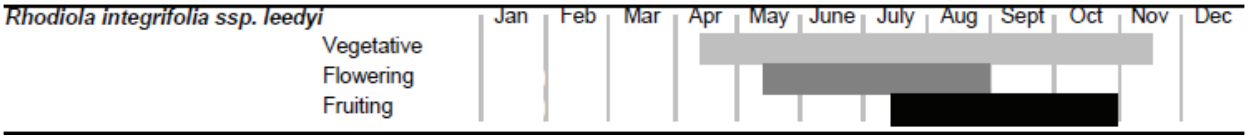




Leedy's roseroot

Present nearly the entirety of the warmer months. This species can be readily detected in its vegetative state due to its conspicuous succulent foliage. Surveys should optimally be conducted during peak flowering May – late June. Surveys can also be relatively reliable in April before other vegetation appears, during fruiting periods, and in October when other vegetation is sparse and the species turns reddish. Flowers are essential for positive identification to the subspecies.

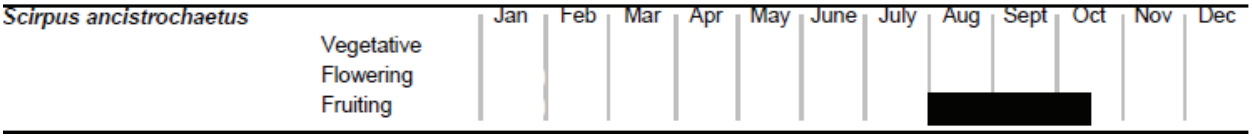




Northeastern bulrush



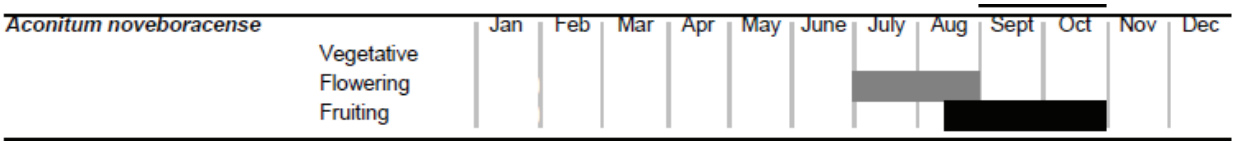
Flowering occurs from mid-June to July with fruit set between July and September. Surveys should be conducted during the late summer – early fall while fruits are present. This species is very difficult to identify vegetatively.



Northern wild monkshood



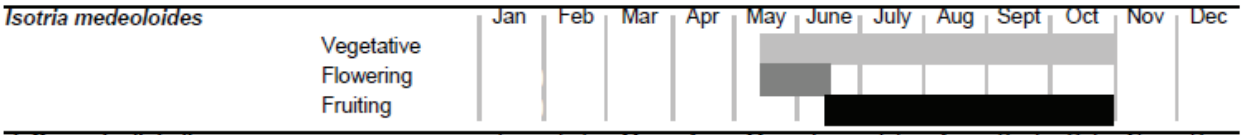
Flowering during July and August with fruit apparent with flowering and later into fall. Appearance and timing of flowering may be variable due as colder sites tend to be later than warmer ones. Surveys should be conducted during peak flowering periods to maximize visibility, although fruiting individuals are readily identifiable. Vegetative individuals can be identified with expertise.



Small-whorled pogonia orchid



Flowering May until mid-June; however, the flowers generally only last one week. Fruits are sometimes present after flowering. Surveys should be conducted during flowering periods. This species can remain dormant for several years, so a negative survey does not guarantee absence. Reports with indian cucumber root (*Medeola virginiana*) should be closely examined as the two can be confused.



*Phenology figures from Young, S. 2010. New York Rare Plant Status Lists. New York Natural Heritage Program, Albany, New York. 100 + ix.

Spill Number	Date of Spill Report	Spill Name	Spill Address
9813451	2/3/1999 0:00	BP STATION	115 LAKE STREET
9609957	11/8/1996 0:00	NEWBURGH AUTO AUCTION	129 LAKE STREET
206440	9/20/2002 0:00	STRIP MALL	164 LAKE STREET
9403732	6/16/1994 0:00	BEHIND BUILDING	165 LAKE STREET
513775	3/1/2006 0:00	ENDZONE BAR & GRILL	190 LAKE STREET
706839	9/20/2007 0:00	RETAIL BUSINESS	88 LAKE STREET
9210378	12/8/1992 0:00	XTRA S/S MID VALLEY OIL	LAKE STREET
9608589	10/9/1996 0:00	MUCHATTOES LAKE	LAKE STREET
9400916	4/19/1994	CULLIGAN WATER	131 LITTLE BRITAIN ROAD
0612988	3/2/2007	CENTRAL HUDSON / NEWBURGH	LITTLE BRITAIN ROAD
0107603	10/25/2001	SPILL ON ROADWAY	BROADWAY
8709913	2/24/1988	BARTON'S CHEVROLET	BROADWAY
8808071	1/10/1989	NEWBURGH POLICE & FD	BROADWAY
9109026	11/23/1991	POLICE STATION	BROADWAY
9401860	5/9/1994	HESS	BROADWAY
9505257	7/29/1995	AMARADA HESS STATION	BROADWAY
9505260	7/29/1995	HESS	BROADWAY
9902047	5/22/1999	HESS STA 32994	BROADWAY
0502391	5/28/2005	JULIANS	BROADWAY
2406285	10/11/2024	ROADWAY	BROADWAY AND WISNER AVE

RESOLUTION NO.: 155 - 2025

OF

JULY 14, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") FOR THE NEWBURGH LANDING PIER RECONSTRUCTION PROJECT, CLASSIFYING THE PROJECT AS AN UNLISTED ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM AND REFERRING THE SAME TO OTHER INTERESTED AND INVOLVED AGENCIES

WHEREAS, the City of Newburgh is undertaking the Newburgh Landing Pier Reconstruction Project (the "Project"); and

WHEREAS, the Project is an "action" as defined by the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, a Part 1 of the Full Environmental Assessment Form (FEAF) has been completed and must be circulated to all Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA review of the Project;

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 an Unlisted Action and proposes a coordinated review;

3. That this Council proposes to accept Part 1 of the Full Environmental Assessment Form ("FEAF") attached hereto; and

4. That the City Council duly authorizes the City Manager and the City Engineer to circulate said Full Environmental Assessment Form to the "Involved Agencies" and "Interested Agencies" for purposes of establishing Lead Agency status under SEQRA.

Full Environmental Assessment Form
Part 1 - Project and Setting

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 applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Newburgh Landing Pier Reconstruction		
Project Location (describe, and attach a general location map): 70 Front Street, Newburgh, New York 12550		
Brief Description of Proposed Action (include purpose or need): The existing pier was extensively damaged from ice flow during the winter of 2014. The proposed Newburgh Landing Pier reconstruction involves removing the existing structure, modification of the existing seawall to accommodate the proposed increase in elevation of the new pier, building a fixed pier for larger vessels that have expressed interest in future docking, and floating docks to accommodate smaller vessel, including, but not limited to, the Newburgh-Beacon Ferry and transient recreational vessels. The work will extend approximately 150 feet beyond the existing pier into the Hudson River to capitalize on the bathymetry, ensuring adequate deep-water access for the larger vessels expected to utilize the new pier. The project will facilitate deep river access to the Hudson River, enhance regional transportation networks, and preserve the legacy of the Hudson River Port. Given the site's location within a 100-year floodplain, the pier design will meet coastal construction standards to minimize potential flood damage, with the floating barge fendering and mooring system capable of securing the barge during such events. Additionally, the design will incorporate measures to mitigate potential ice damage.		
Name of Applicant/Sponsor: City of Newburgh	Telephone: (845) 569-7301 E-Mail: tvenning@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Chad M. Wade, R.L.A.	Telephone: (845) 569-7446 E-Mail: cwade@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
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 Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☑Yes☐No	OC Community Development	
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	DOS, OGS, NYSDEC	
h. Federal agencies ☑Yes☐No	NEPA, ACOE, HUD, U.S. Coast Guard	

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):

Remediaton Sites:546031

Newburgh Hillside BOA; Hudson River Valley National Heritage Area.

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?
Park

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? Newburgh Enlarged City School District.

b. What police or other public protection forces serve the project site?
City of Newburgh Police Department, Orange County Sheriff, and New York State Police.

c. Which fire protection and emergency medical services serve the project site?
City of Newburgh Fire Department and Empress EMS.

d. What parks serve the project site?
The site itself is Unico Park, the City of Newburgh owns and maintains approximately fifteen (15) active and passive parks of various size.

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)?
Recreational and commercial.

b. a. Total acreage of the site of the proposed action? 2.05 acres
b. Total acreage to be physically disturbed? 0.37 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.33 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 the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 18 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 1
ii. Dimensions (in feet) of largest proposed structure: *15' height; **79' width; and ***227' length
iii. Approximate extent of building space to be heated or cooled: 0 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. _____
iv. 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): Hudson River (858-1)

*Height: This is the full height of the proposed sign, which is the tallest point on the proposed structure.

**Width: This is measured at the widest point of the proposed structure.

***Length: This is measured at the longest point of the proposed structure.

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:
The proposed action consists of the removal of existing timber piles and the installation of steel piles filled with concrete.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☑ Yes ☐ No
If Yes, describe: Minor disturbance due to removal of existing timber piles and the installation of steel piles filled with concrete.

iv. Will the 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: 200 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: City of Newburgh Water Department
- 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), what is the 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 a 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 the 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 8 a.m. to 10 p.m..

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing 30 Proposed 30 Net increase/decrease 0

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: 7:00 a.m. to 7:00 p.m.
- Saturday: 7:00 a.m. to 7:00 p.m.
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 12:00 a.m. to 11:59 p.m.
- Saturday: 12:00 a.m. to 11:59 p.m.
- Sunday: 12:00 a.m. to 11:59 p.m.
- Holidays: 12:00 a.m. to 11:59 p.m.

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:

Construction is allowed by City Code between the hours of 7:00 a.m. and 10:00 p.m. with noise exceeding Code limits exempt between 8:00 a.m. and sunset, Monday through Friday. The source of noise will be from pile driving equipment and standard construction tools/equipment.

ii. Will the 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:

Dark Sky compliant lighting is proposed to minimally illuminate the new pier for safety and security. Sensor and timers will be implemented to lower lighting level or turn off lighting when not in use, trigger lights as the pier is accessed.

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 the 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 the 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:

The surrounding land uses are consistent with waterfront redevelopment including, but not limited to restaurants, offices, retail, residential, parkland, and parking.

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	0.83	0.83	0.00
• Forested	N/A	N/A	N/A
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	N/A	N/A	N/A
• Agricultural (includes active orchards, field, greenhouse etc.)	N/A	N/A	N/A
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.75	0.75	0.00
• Wetlands (freshwater or tidal)	N/A	N/A	N/A
• Non-vegetated (bare rock, earth or fill)	0.13	0.13	0.00
• Other Describe: grass and landscaping	1.09	1.09	0.00

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

i. If Yes: explain: The project site consists of an existing passive recreation park and a currently closed pier.

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:

Orange County Community College (daycare), Newburgh Free Library, and Hudson Pointe Senior Apartments

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): 546031

☐ 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): 546031, C336099

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

There will be impacts to riverine soils, which have the potential to contain PCB contamination. Per the Project's Site Access Erosion & Sediment Control Plan, the contractor will utilize turbidity curtains, which will be installed along the construction limit line in the Hudson River. The turbidity curtains will control any soil disturbances caused by the contractor's construction activities.

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? > 6.6 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:

Urban Land	61 %
Water	39 %
	%

d. What is the average depth to the water table on the project site? Average: > 6.6 feet

e. Drainage status of project site soils:

☐ Well Drained:	% of site
☐ Moderately Well Drained:	% of site
☐ Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % 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 Federal Waters, Federal Waters, Federal Waters 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: _____
Name - Pollutants - Uses:Hudson River (Class B) - PCBs

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:
squirrels | birds | fish

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): Tidal River
ii. Source(s) of description or evaluation: NYSDEC Environmental Resource Mapper
iii. Extent of community/habitat:
- Currently: 74248.64 acres
- Following completion of project as proposed: 74248.64 acres
- Gain or loss (indicate + or -): 0 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
If Yes:
i. Species and listing (endangered or threatened): Shortnose Sturgeon, Atlantic Sturgeon, Bald Eagle

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
If Yes:
i. Species and listing:

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:
The project site and adjoining area are often used for fishing. The Proposed Action will expand fishing opportunities on the Hudson River.

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 the National or State Register of Historic 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? ☐ 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.

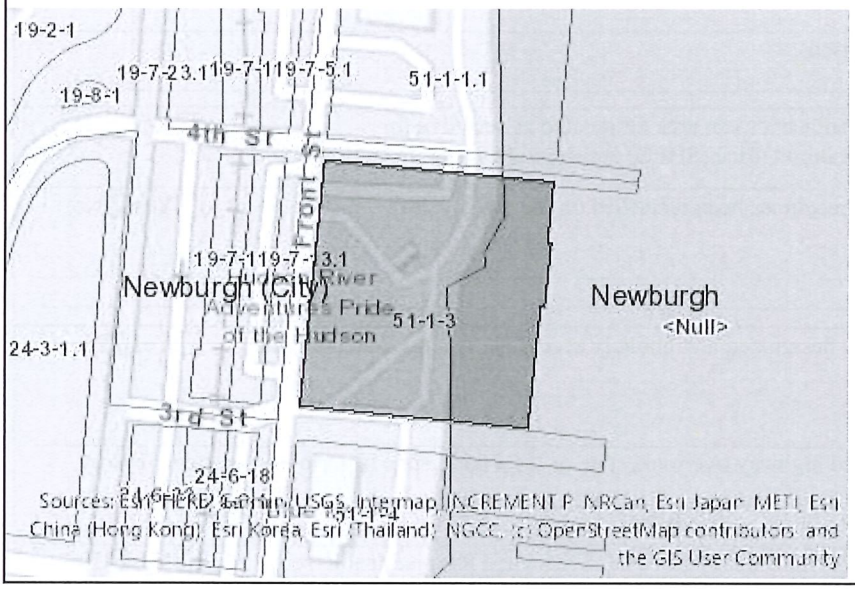
Applicant/Sponsor Name Todd Venning Date _____

Signature _____ Title CEO & City Manager

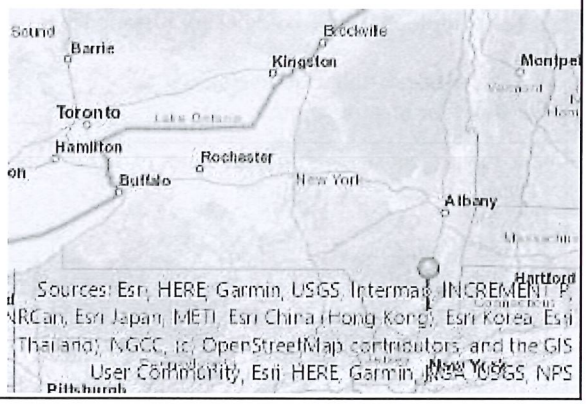
PRINT FORM

EAF Mapper Summary Report

Thursday, May 29, 2025 8:54 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:546031
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	546031
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031, C336099
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Hudson River (Class B) - PCBs
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Tidal River
E.2.n.i [Natural Communities - Acres]	74248.64
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Shortnose Sturgeon, Atlantic Sturgeon, Bald Eagle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

RESOLUTION NO.: 156 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 9G TO THE CONSTRUCTION CONTRACT WITH KUBRICKY CONSTRUCTION CORP. REDUCING THE CONTRACT AMOUNT BY $9,612.60 AND DECREASING THE TOTAL CONTRACT AMOUNT FROM $32,452,112.97 TO $32,442,500.37 AND TIME EXTENSION IN THE NORTH INTERCEPTOR SEWER MAIN IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 48-2022 of March 14, 2022, the City Council of the City of Newburgh, New York awarded a bid to Kubricky Construction Corp. in the amount of $27,044,650.00 for the construction of the North Interceptor Sewer Main Improvements Project; and

WHEREAS, Kubricky Construction Corp. has submitted Change Order No. 9G for a contract credit in the amount of $9,612.60 in lieu of spare HOBAS pipes and fittings and to add 333 days to the contract time for final completion to allow the contractor to address remaining punch-list items; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 9G with Kubricky Construction Corp. for a time extension and contract credit in the amount of $9,612.60 decreasing the total contract amount from $32,452,112.97 to $32,442,500.37 in the North Interceptor Sewer Main Improvements Project.

CHANGE ORDER NO.: 9G

Owner:	City of Newburgh	Owner's Project No.:	1.22
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30141834
Contractor:	Kubricky Construction Corp.	Contractor's Project No.:	2022006
Project:	North Interceptor Sewer Replacement		
Contract Name:	General Construction		
Date Issued:	June 23, 2025	Effective Date of Change Order:	

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

Description:

A credit was provided in the amount of $9,612.60 in lieu of spare HOBAS pipes and fittings.

Attachments:

None

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 27,044,650.00	Original Contract Times: Substantial Completion: 540 Ready for final payment: 570
Increase from previously approved Change Orders No. 1G to No. 8G: $ 5,407,462.97	Increase from previously approved Change Orders No.1G to No. 8G: Substantial Completion: 280 Ready for final payment: 310
Contract Price prior to this Change Order: $ 32,452,112.97	Contract Times prior to this Change Order: Substantial Completion: 820 Ready for final payment: 880
Decrease this Change Order: $ 9,612.60	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 333
Contract Price incorporating this Change Order: $ 32,442,500.37	Contract Times with all approved Change Orders: Substantial Completion: 820 Ready for final payment: 1213

Recommended by Engineer (if required)		Accepted by Contractor
By:	A.J. Brooks, P.E.	
Title:	Principal Engineer	
Date:		
Authorized by Owner Per Res 2025-		Approved by Funding Agency (if applicable)
By:	Todd Venning	
Title:	City Manager and CEO	
Date:		

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

RESOLUTION NO.: __157__-2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO SEYMOUR B. FOREMAN AND ROBERT FOREMAN TO THE PREMISES KNOWN AS 67 LIBERTY STREET (SECTION 39, BLOCK 5, LOT 14)

WHEREAS, on February 24, 1982, the City of Newburgh conveyed property located at 67 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 5, Lot 14, to Seymour B. Foreman and Robert Foreman; and

WHEREAS, the title company acting on behalf of the current owner, Consolidated Spring LLC (by Thomas Wright, managing member), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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 67 Liberty Street, Section 39, Block 5, Lot 14 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 February 24, 1982, from THE CITY OF NEWBURGH to SEYMOUR B. FOREMAN AND ROBERT FOREMAN, recorded in the Orange County Clerk's Office on October 25, 1984, in Book 2302, Page 933 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 _____ 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

RESOLUTION NO.: ____158____ - 2025

OF

JULY 14, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 466 BROADWAY (SECTION 27, BLOCK 2, LOT 28) AT PRIVATE SALE TO GIUSEPPE TOSCO FOR THE AMOUNT OF $200,100.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 466 Broadway, being more accurately described as Section 27, Block 2, Lot 28 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Tuesday, October 14, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
466 Broadway	27 – 2 – 28	Giuseppe Tosco	$200,100.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
466 Broadway, City of Newburgh (SBL: 27-2-28)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2024-2025**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, transfer tax, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a ten (10) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$20,010.00** payable to “City of Newburgh” by money order or guaranteed funds to the “City of Newburgh”. At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Giuseppe Tosco

Property Proposal Summary

Location:	**466 Broadway**
Tax Map Number:	27-2-28
Property Class:	482 – Detached Row Building
Zoning:	BC— Broadway Corridor
Description:	3-story building. Year built: 1920; 2,835 sf—commercial storefront with two apartments above; full basement area; lot size—27 x 105.
Condition:	Fixer
Assessed Value:	$325,000
Estimated Annual Taxes:	$10,636.91 (2024-5)
List Price:	$199,900
Offer Information:	
Name:	Giuseppe Tosco
Offer Price:	**$ 200,100**
Repair/Renovation Estimate:	$123,500.10 +/-
Proof of Financing:	Cash

Comments: The City of Newburgh originally acquired this building through tax foreclosure. This mixed-use property was initially listed in February 2025.

The property is located on Broadway, with a restaurant on the first floor and an apartment on each of the upper floors. The property is in poor to average condition and significant upgrades to the kitchen will be required to reopen.

The purchaser is an NFA graduate, who intends to be an owner occupant and open one of his several restaurants on the ground floor.



RESOLUTION NO.: _____159_____ - 2025

OF

JULY 14, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 85 FOWLER AVENUE (SECTION 13, BLOCK 7, LOT 15) AT PRIVATE SALE TO MOHAMMAD RUHUL AMIN FOR THE AMOUNT OF $121,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 85 Fowler Avenue, being more accurately described as Section 13, Block 7, Lot 15 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Tuesday, October 14, 2025, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
85 Fowler Avenue	13 – 7 – 15	Mohammad Ruhul Amin	$121,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
85 Fowler Avenue, City of Newburgh (SBL: 13-7-15)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2024-2025**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2024-2025**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, transfer tax, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a five (5) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$12,100.00** payable to “City of Newburgh” by money order or guaranteed funds to the “City of Newburgh”. At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Mohammad Ruhul Amin

Property Proposal Summary

Location:	**85 Fowler Avenue**
Tax Map Number:	13-7-15
Property Class:	210 – One-Family Residence
Zoning:	RL— Residential Low Density
Description:	2-story building. Year built: 1920; 6,870 sf—2 bedrooms/1 bath; full basement area; detached garage; lot size—30 x 229.
Condition:	Average
Assessed Value:	$212,300
Estimated Annual Taxes:	$5,949 (2024-5)
List Price:	$134,900

Offer Information:

Name:	Mohammad Ruhul Amin
Offer Price:	**$121,000**
Repair/Renovation Estimate:	$30,000 +/-
Proof of Financing:	Cash

Comments: The City of Newburgh originally acquired this building through tax foreclosure. The house was initially listed for sale in the spring of 2025.

The property is located on the outskirts of the city limits in Ward 3, in a residential neighborhood. The house is in average condition and has some flood and freeze damage due to burst pipes during the winter. Rehab is needed throughout.

The purchaser currently rents in the Bronx with his family, where they intend to become owner occupants in their first home purchase.



Marketing and Offer History – 85 Fowler Avenue

- The property is a two-story, single family residential building. It is sited on a 30' x 229' parcel and located on Fowler Avenue. The property has freeze damage and flooded over the winter due to burst pipes. Rehab would be needed throughout
- This property was listed for sale by River Realty beginning on 3/28/2025 for $134,900.
- When River Realty had several pending offers, the Department set a deadline of 5/16/2025 to receive all completed offers.
- The Department received three complete offers from owner occupant purchasers.
- The highest offer, when adjusted for Disposition Policy bonuses, was Mohammad Ruhul Amin. He, along with his wife and young child, plan to relocate to Newburgh from the Bronx. His unadjusted off price is $121,000. The Department is recommending this offer for approval.

River Realty Services
RESIDENTIAL|COMMERCIAL

Offer Package Checklist: City of Newburgh Owned Properties

Property Address: 85 Fowler Avenue, Newburgh, NY 12550

Purchaser Name: Mohammad Ruhul Amin

Buyer Type (Owner Occupant / Investor) Owner Occupant

City of Newburgh Resident (Yes / No) No

Financing Type: Cash

Offer Amount: $121,000.00

Seller Concession: _____

Net to Seller (if applicable): $121,000.00

Earnest Money: $12,100.00

Preliminary Reno Scope Amount: $30,000.00

Terms of Sale/Contingencies: none

Estimate Closing Date: 30 days

Misc. Notes:

Copyright © 2018 River Realty Services, Inc. | RRS Default Solutions

PURCHASE OFFER

Purchase Offer, agency (or other) disclosures, highest / best forms, LLC or articles (for corporate buyers), any other offer-related documents…..

BUYER-ENTITIES:

NA Have provided copies of LLC documents or articles of incorporation with evidence of principals and authorized signors.

Misc Notes:

_____
_____
_____

Copyright © 2018 River Realty Services, Inc. | RRS Default Solutions

dotloop signature verification: dtlp.us/T5pL-GB2r-iyri

Nicollette Roland
Licensed Real Estate Salesperson
Virginia Corbett Home Team
Phone: 845-305-6577
Email: nicollette@VirginiaCorbettHomeTeam.com

eXp Realty
291 Main Street
Suite 201, Second Floor
Beacon, NY 12508

BUYER INFORMATION		SELLER INFORMATION	
OFFER DATE	05/07/2025	SELLER NAME(S)	City of Newburgh
BUYER NAME (S)	Mohammad Ruhul Amin	PROPERTY ADDRESS	85 Fowler Avenue, Newburgh, New York 12550, Orange County
BUYER ADDRESS	1306 fteley avenue Bronx NY	OFFER AS PER MLS #	841040
OFFER IS	☑ Cash ☐ Conventional ☐ FHA ☐ VA	PROPERTY TYPE	☑ Residential ☐ Commercial ☐ Land
AGENCY	☑ Buyer ☐ Seller ☐ Broker	DISTRESSED	☑ Conventional ☐ REO ☐ Short Sale

OFFER TERMS & CONDITIONS

OFFER SUBJECT TO (check all that apply)		
☐ Mortgage Approval ☐ Inspection ☐ Short Sale Approval ☑ ALL required C/O's in place ☑ Clear Title ☐ Accepted As-Is ☑ Vacant on Title ☐ Buyer to pay Seller's Transfer Tax	OFFER PRICE	$ 121,000
	DEPOSIT ON CONTRACT	$ 12,100
	CASH AT CLOSING	$ 108,900
	MORTGAGE AMOUNT	$ 0

Additional Terms: Buyer requests that upon acceptance of this offer the property be TOM'd - buyer will move quickly into contract waive inspection

If offer & terms are accepted by the Seller(s) the Buyer(s) agree to sign formal contracts by no later than: 05/09/2025

Proposed Closing Date: 05/30/2025

Buyer & Seller recognize that eXp Realty was the sole broker acting as the selling agent. The eXp Realty agent submitting this offer is: Nicollette Roland - 345222
Virginia Corbett - 47785

BUYER'S AGREEMENT		SELLER'S AGREEMENT	
I, the undersigned, as purchaser of the premises described above agree to everything set forth herein. If the owner also accepts everything set forth herein, I authorize eXp Realty to represent me in the purchase of this property and I hereby relieve eXp Realty from any liability there from			
Buyer Signature	Mohammad Ruhul Amin dotloop verified 05/07/25 1:43 PM EDT GJRW-LBEY-UCEZ-HKLB	Seller Signature	X
Buyer Name (please print)	Mohammad Ruhul Amin	Seller Name (please print)	
Buyer Signature		Seller Signature	X
Buyer Name (please print)		Seller Name (please print)	
Attorney Name		Attorney Name	
Attorney Telephone		Attorney Telephone	
Attorney E-mail		Attorney E-mail	

PROOF OF FUNDS OR PRE-QUAL LETTER

PROOF OF FUNDS – ACQUISITION:

YES Bank / brokerage statement (personal or business); or letter from the financial institution where funds are held in the name of the buyer, buying entity or buying entity principal(s). The statement or letter must be dated within the last 30 days.

YES Name on the proof of funds matches the name of the buyer, buying entity or entity principal(s).

PROOF OF FUNDS – RENOVATION:

YES Bank / brokerage statement (personal or business); or letter from the financial institution where funds are held in the name of the buyer, buying entity or buying entity principal(s). The statement or letter must be dated within the last 30 days.

YES Name on the proof of funds matches the name of the buyer, buying entity or entity principal(s).

PRE-QUALIFICATION (if mortgage financing):

YES Pre-qualification for a mortgage product appropriate for the physical condition (and/or lender-required factors) of the property. Pre-qualification states, on the letter itself, an amount that covers both the offering price as well as the expected renovation costs.

Misc Notes:

_____

_____

_____

Copyright © 2018 River Realty Services, Inc. | RRS Default Solutions

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

April 11, 2025 through May 12, 2025
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

We accept operator relay calls

00259644 DRE 802 219 13325 NNNNNNNNNNN 1 000000000 08 0000
MOHAMMAD RUHUL AMIN
OR RAZIA SULTANA
1306 FTELEY AVE APT 3H
BRONX NY 10472-1746

Please review our overdraft service options at the end of this statement

We've included an overview of our overdraft services and fees that are available for personal checking accounts at the end of this statement.

Please note, the following overdraft services are not available for certain accounts:

- Standard Overdraft Practice and Chase Debit Card Coverage℠ are not available for Chase High School Checking℠, Chase Secure Checking℠ and Chase First Checking℠.
- Overdraft Protection is not available for Chase Secure Checking℠ and Chase First Checking℠.

If you have questions, please visit **chase.com/overdraft** or call us at the number on this statement. We accept operator relay calls.

CHECKING SUMMARY

Chase Total Checking

	AMOUNT
Beginning Balance	[redacted]
Deposits and Additions	
Electronic Withdrawals	
Ending Balance	**$14,683.66**

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
[redacted]			
	Ending Balance		**$14,683.66**

A Monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have electronic deposits made into this account totaling $500.00 or more, such as payments from payroll providers or government benefit providers, by using (i) the ACH network, (ii) the Real Time Payment or**

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

March 27, 2025 through April 24, 2025
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

We accept operator relay calls

01800447 DRE 802 219 11525 NNNNNNNNNNN 1 000000000 18 0000
MOHAMMAD RUHUL AMIN
1306 FTELEY AVE APT 3H
BRONX NY 10472-1746

We've increased the amount we make available for certain check deposits

As of March 23, 2025, in the cases where your full check deposit is not available on the first business day after your deposit, the minimum amount we make available on the first business day after you deposit a check increased from $225 to $275. As a reminder, your receipt will always show the date when your deposit is expected to be available.

For more details, including the reasons we may delay the full check deposit, please see our Funds Availability Policy, in Section IV of the Deposit Account Agreement which you can find at **chase.com/disclosures**.

If you have any questions, please call the number listed on this statement.

We're increasing the rush fee for replacement debit and ATM cards

Starting June 22, 2025, a $15 fee will apply if you request express shipping of a replacement Chase debit or ATM card. Please know that you can still receive a replacement card at no cost through our regular mailing process.

Access your replacement debit card sooner by adding it to your digital wallet

- If your debit card is already in your digital wallet, you'll typically be able to use your replacement debit card once it's issued.
- If you haven't added your debit card to your digital wallet yet, we highly recommend doing so. You can add your debit card to your digital wallet in the Chase Mobile® app[1]. For more information, visit **chase.com/digital-payments**.

Special Note: If you have a Chase Private Client Checking℠, Chase Sapphire℠ Checking or Chase Private Client Savings℠ account, the rush shipping fee will not apply.

If you have any questions, please don't hesitate to call the number on this statement. We're here to help.

[1] **Chase Mobile® app** is available for select mobile devices. Message and data rates may apply.

SAVINGS SUMMARY

Chase Savings

	AMOUNT
Beginning Balance	[redacted]
Deposits and Additions	
Ending Balance	$140,023.42
Annual Percentage Yield Earned This Period	[redacted]
Interest Paid This Period	
Interest Paid Year-to-Date	

PODA

PRIVATE OWNER DEVELOPMENT APPLICATION (PODA):

YES All fields completed and filled out. Document signed and dated by the buyer.

NA Explanation of any municipal, code or other obligations on properties owned in the City of Newburgh as indicated in the PODA application.

Misc Notes:

_____
_____
_____

Copyright © 2018 River Realty Services, Inc. | RRS Default Solutions

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

The City of Newburgh

PRIVATE OWNER DEVELOPMENT APPLICATION

Submit Applications to:
Department of
Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Proposal Form

Purchaser(s) Contact Information

Name(s): Mohammad Ruhul Amin

Name in which title will be held, if different from the name(s) listed above: (e.g. Limited Liability Company ("LLC"), Corporation, etc.*): _____

Street Address: 1306 fteley avenue

City, State & Zip: Bronx, New York 10472 Apt 3H

Mailing Address, if different from above: _____

Phone Number(s): 3474143137

E-mail: ruhul_amin426@yahoo.com

(* - If LLC or Corporation is currently in existence, you must provide corporate formation documents including Articles of Organization, Filing Receipt, and Operating Agreement for LLC and Articles of Incorporation, Filing Receipt, and Bylaws for Corporation. For both LLCs and Corporations, you must provide a list of names and addresses of the members or shareholders of the business.)

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Would you like to complete the "Purchaser(s) Supplemental Information"?

Yes

Purchaser(s) Supplementary Information

*Completion of this "Purchaser(s) Supplementary Information" page is optional. You may answer some, all, or none of the questions. Answering any of the questions below may result in the addition of bonus percentage amounts to your purchase offer. Failure to answer the questions below will not invalidate your application. It will only result in ineligibility for bonus additions to your purchase offer.

Do you intend to reside in the property for which you are bidding? ☒Yes ☐ No
If yes, do you intend to reside in the property for more than 5 years? ☒Yes ☐ No
If yes, do you intend to reside in the property for more than 10 years? ☒Yes ☐ No

Are you currently a City of Newburgh resident? ☐Yes ☒ No

If you are a City of Newburgh resident, have you lived in the City of Newburgh for the past 5 years or more?
☐Yes ☐No

If you are a City of Newburgh resident, do you reside in a federally-subsidized housing unit or are the recipient of a housing voucher assistance from a federal or state program? ☐Yes ☐No

Have you ever owned a home in your personal name before? ☐Yes ☒No

Are you a full-time City of Newburgh employee who has worked for the City for at least one year?
☐Yes ☒No

Did your household income for the prior tax year qualify as "low income" (80% AMI or less) or "very low income" (50% AMI or less) according the Area Median Income ("AMI") thresholds for Orange County, New York?
(see https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn)
☐Yes ☒No

Are you a member of any of the following ethnic or racial minority groups? (You may check more than one designation, if applicable.)
☐Black or African American
☐Hispanic or Latino
☐Asian
☐American Indian
☐Other _____
☒I do not wish to furnish this information.

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Purchaser(s) City of Newburgh Property Ownership Information

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ☐ No ☒

If yes, please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. (Alternatively, you may attach a list of the properties.): _____
_____
_____
_____
_____
_____
_____

If you own property in the City of Newburgh, are any of the properties currently vacant buildings? Yes ☐ No ☐ If yes, has each property been registered pursuant to the City of Newburgh's Vacant Building Registration Ordinance? Yes ☐ No ☐ (If no, attach an explanation.)

If you own property in the City of Newburgh, are any of these properties, or portions of these properties, rented?
Yes ☐ No ☐ If yes, please attach a copy of the current City of Newburgh Rental License for each of the rental properties? Yes ☐ No ☐ (If no, attach an explanation.)

If you own property in the City of Newburgh, are you current on all municipal obligations (City/County taxes, School taxes, water/sewer bills, sanitation bills)?
Yes ☐ No ☐ (If no, attach an explanation.)

If you own property in the City of Newburgh, do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes ☐ (If yes, attach an explanation.) No ☐

If you own property in the City of Newburgh, how many properties do you own that have open permits or lack a valid Certificate of Occupancy?

For City of Newburgh Staff Only:

Information above verified by: _____ Date verification completed: _____

* * *

Have you had a previous tax foreclosure in the past seven (7) years on a City of Newburgh property owned by you or you as a member of a business entity?
Yes ☐ (If yes, attach an explanation) No ☒

Have you had an "interest" as defined in Chapter 34, Article 2 (B) (2) of the City Code (https://www.ecode360.com/10870512), in any legislation or contracts, or with any elected City official, in the 12 months prior to the date of this proposal?
Yes ☐ (If yes, attach an explanation) No ☒

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Individual Property Bid Sheet

Information on Bid Property:

If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **two (2).**

Property Address: 85 Fowler avenue

(Tax Map #: Section-Block-Lot): _____

Type of Property/Project

Will the property be occupied by the purchaser: Yes ☒ No ☐

☒ Single Family Home (includes condominium units)

☐ Multi-Family Home (Total # of Units _____)

☐ Mixed Use Building (containing commercial & residential) - Total # of Residential Units: _____

☐ Commercial Only ☐ Industrial Only ☐ Other: _____

☐ Vacant Lot – Does the vacant lot border your property? Yes ☐ No ☐
Purchaser's redevelopment plan for the vacant lot (describe):
☐ New Construction: _____
☐ Property Improvements (fencing, garden, etc.): _____
☐ Other: _____

Offer Purchase Price: $ 121000 (An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank. It can be revised after an interior inspection, if an interior inspection is allowed.)

Renovation Estimate (Preliminary or Final) - How much do you estimate the cost of the renovation, demolition or construction work for this project? $ 30000

You must submit a renovation cost budget with this application - even if it is only preliminary – for pre-qualifying purposes. In your estimate, please remember that most vacant properties need *significant* repairs before they can be legally occupied.
A blank, sample "*Repair Cost Estimate and Schedule"* has been included in this application package. Purchasers may use this template or one from your contractor, as long as it contains enough information to estimate the total renovation, demolition or construction cost of the project. Your preliminary estimate can be revised if interior access is allowed to the property.

Who will be doing the work? ☒ Self or Self, friends and/or family members; ☐Other(s)

General Contractor: _____
Architect: _____ Engineer: _____
Plumber: _____ Electrician: _____

(Note: Any electrical and plumbing work must be performed by City of Newburgh-licensed electricians and plumbers.)

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Purchaser or Purchaser's Contractor Previous Renovation, Rehabilitation, or Development Experience

(Applicants may also attach a list of renovated properties or development experience that contains the information listed below.)

Property #1:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ☐Single family ☐Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☐Extensive Rehab ☐Moderate Rehab
☐New Construction
Number of Units in Project: ☐Residential: # of Units: _____ ☐Commercial: # of Units: _____
Status of Project: ☐Completed (Year Completed: _____) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Property #2:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ☐Single family ☐Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☐Extensive Rehab ☐Moderate Rehab
☐New Construction
Number of Units in Project: ☐Residential: # of Units: _____ ☐Commercial: # of Units: _____
Status of Project: ☐Completed (Year Completed: _____) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Property #3:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ☐Single family ☐Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☐Extensive Rehab ☐Moderate Rehab
☐New Construction
Number of Units in Project: ☐Residential: # of Units: _____ ☐Commercial: # of Units: _____
Status of Project: ☐Completed (Year Completed: _____) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Property #4:
Name of Purchaser/Contractor: _____
Property Address: _____
Type of Property: ☐Single family ☐Multi-family ☐Commercial ☐Mixed-Use (Res./Comm.)
Project Type: ☐Existing Building: ☐Extensive Rehab ☐Moderate Rehab
☐New Construction
Number of Units in Project: ☐Residential: # of Units: _____ ☐Commercial: # of Units: _____
Status of Project: ☐Completed (Year Completed: _____) ☐Under construction (Estimated Completion Date: _____) ☐Pre-Development (Estimated Start Date: _____)
Total Estimated Development/Rehab Cost: $_____

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Purchase and Development Funding Sources

Applicant must provide sources of funding for the purchase of the property and sources of funding sufficient funding for the rehabilitation and/or development of the property.

Proof of funds included with this application (check all that apply):

☒ **Personal or Business Bank Statement**, dated within 30 days of this application. The name on any account statement must match the name of the purchaser, purchasing entity or one of the entity's principals.
☐ **Lender Mortgage/Funding Pre-Approval Letter**, dated within 30 days of this application. Any pre-approval must be for a mortgage product that is appropriate for the property's condition, and must state that the approved amount covers both the purchase price and the anticipated renovation/rehabilitation costs.
☐ **Gift Letter**, with a bank statement, dated within 30 days of this application, from the gift grantor.
☐ **Additional sources of project funding provided**: _____
_____

Information Release

I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and to verify information supplied as part of this proposal. All information provided is true and accurate to the best of my/our knowledge. By signing, I/we also acknowledge reading and reviewing the City of Newburgh's "*Standard Terms and Conditions of Sale*" associated with the property.

Signed by:
_____ 5/8/2025
Signature 4A0AB5E1CDEB499... Date

Mohammad Ruhul Amin
_____
Print Name(s)

_____ _____
Signature Date

_____
Print Name(s)

City of Newburgh Property Disposition Policy
Please refer to the City of Newburgh Department of Planning and Development page on the City of Newburgh's website (https://www.cityofnewburgh-ny.gov/planning-development) for the complete Property Disposition Policy and other information related to the purchase of City-owned property.

Application Submission
Only *complete* applications (PODA, repair estimate, proof of funds, credit authorization form, etc.) will be accepted. If the application is for the purchase of a property listed through the City of Newburgh's Real Estate Broker, the application needs to be submitted to the City's Real Estate Broker. For all other property purchases, the application and all supporting material can be submitted to:

City of Newburgh Department of Planning & Development
83 Broadway
Newburgh, New York 12550

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

Standard Terms and Conditions of Sale

(*This form should be retained by the applicant. It does not need to be included with the submitted application.*)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2023-2024**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2023-2024**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. **[INSERT IF OWNER-OCCUPANCY RESTRICTION IS APPLICABLE]** The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
21. **[INSERT IF PROPERTY IS IN EAST-END OR COLONIAL TERRACES HISTORIC DISTRICT]** Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
22. **[INSERT IF DOWNPAYMENT IS TO BE COLLECTED UPON COUNCIL APPROVAL]** Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable down payment in the amount of **($)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the down payment amount shall be credited against the purchase price.

NOTE: THESE TERMS AND CONDITIONS OF SALE CAN BE SUBJECT TO MODIFICATION AND/OR ADDITION PRIOR TO SALE APPROVAL BY THE NEWBURGH CITY COUNCIL.

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

ADDITIONAL BUYER INFORMATION

In order to process your application, the City of Newburgh Planning Department must be able to understand and communicate your proposal to the City Council for review and approval. In support of that process, please provide DETAILED responses to the questions below. The more info you provide the better.

Please provide any qualifications / training that you, or those that may be helping, have to complete the project.

I worked my own contractor.

Please explain your plan to engage qualified individuals, including City of Newburgh licensed electricians and plumbers, to complete the project.

Not available

Please provide an estimated timeline for completion of the project.

1 year

Reason for interest in the property, if any (i.e. type of structure, neighborhood/location, price, personal connection).

Neighborhood , price

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

ADDITIONAL BUYER INFORMATION

Please provide any other details or information you think the City of Newburgh should know about you, your interest in the property and/or your redevelopment plans:

I'm moving from the new York City, I am really want to live in Newburgh. I will take care the property like my baby and make it beautiful.

PRELIMINARY REPAIR OR CONTRACTOR ESTIMATE

YES Supporting line-item-style contractor estimate on contractor letterhead or completed Scope of Work Form (if completing work themselves)

Misc Notes:

_____
_____
_____

Copyright © 2018 River Realty Services, Inc. | RRS Default Solutions

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR		EXTERIOR ESTIMATED START DATE	TOTAL COST (MATERIALS + LABOR)
ROOF	Yes	06/05/2025	13000 0
GUTTERS/DOWNSPOUTS	No		0
WINDOWS		07/10/2025	1500 0
EXTERIOR DOORS		07/25/2025	1500 0
SIDING/TRIM/EXTERIOR PAINTING		08/05/2025	1000 0
FOUNDATION WORK		08/15/2025	1000 0
STEPS, PORCHES, DECKS, SIDEWALKS		08/25/2025	500 0
LANDSCAPING		09/06/2025	500 0
DEMOLITION		09/25/2025	500 0
OTHER:			500 0
	EXTERIOR REPAIR SUBTOTAL		20,000 0

INTERIOR		EXTERIOR ESTIMATED START DATE	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION	Yes	10/05/2025	500 0
REMEDIATION - LEAD AND/OR ASBESTOS	No	10/15/2025	500 0
HEATING SYSTEM (FURNACES OR OTHER UNITS)		10/25/2025	1000 0
HOT WATER HEATERS		11/10/2025	1500 0
PLUMBING - Include installation of a sprinkler system for major renovations of 4 story (or more) buildings.		11/28/2025	1500 0
ELECTRIC		12/10/2025	800 0
BATH(S) - Fixtures, cabinets, etc.		12/25/2025	1200 0
KITCHEN(S) - Fixtures, cabinets, etc.		01/15/2026	1500 0
INSULATION/DRYWALL		01/25/2026	300 0
INTERIOR DOORS		02/10/2026	500 0
TRIM/INTERIOR PAINTING		02/28/2026	200 0
FLOORING		03/29/2026	500 0
OTHER:		04/05/2026	0
	INTERIOR REPAIR SUBTOTAL		10,000 0

SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.			0
CONTINGENCY AMOUNT - (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		10.00%	0
	TOTAL (Exterior + Interior + Soft Costs + Contingency)		30,000 0

CREDIT CHECK FORM

YES Fully filled out with social security number, birthday, dated and signed.

Misc Notes:

_____
_____
_____

Copyright © 2018 River Realty Services, Inc. | RRS Default Solutions

Docusign Envelope ID: 02D3B101-4213-4E3E-A9C6-13CFB0ED5C6E

845-569-0770
Fax: 569-1300
eclifford@pathstone.org

PathStone
Connecting You to Opportunities

Newburgh Location:
36 Chambers Street
Newburgh, NY 12550

PathStone Authorization for Preliminary Credit Check

PLEASE MAKE SURE TO PRINT CLEARLY

I Mohammad Ruhul Amin (Adult 1) and _____ (Adult 2)

hereby authorize a representative of Pathstone, Inc. permission to pull a soft tri-merge credit report to be shared with the City of Newburgh.

I understand the credit report inquiry is a fort pull and will not negatively impact my credit score.

(Adult 1)

Signed by: [redacted]
Signature

[redacted] Social Security Number [redacted] Date of Birth

1306 fteley avenue
Address

Bronx,NY,10472
City, State, Zip Code

_____
Previous Address (if less than 2 years)

_____
City, State, Zip Code

(Adult 2)

_____
Signature

_____ Social Security Number _____ Date of Birth

_____
Address

_____
City, State, Zip Code

_____
Previous Address (if less than 2 years)

_____
City, State, Zip Code

Please return this form with your Money Order (payable to PathStone) for $33.50 per single applicant or $67.00 for a married couple with the same last name to:

City of Newburgh, Department of Planning & Development, 83 Broadway, Newburgh, NY 12550

NeighborWorks® CHARTERED MEMBER

PathStone builds family and individual self-sufficiency by strengthening farmworker, rural and urban communities. PathStone promotes social justice through programs and advocacy.

RESOLUTION NO.: ____160____ - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT REGIONAL COUNCIL CAPITAL FUNDS PROGRAM GRANT THROUGH THE 2025 CONSOLIDATED FUNDING APPLICATION IN AN AMOUNT NOT TO EXCEED $6,000,000.00 WITH A CASH AND EQUITY MATCH FOR THE CONSTRUCTION OF THE NEWBURGH LANDING DOCK

WHEREAS, the City of Newburgh has undertaken the reconstruction of the Newburgh Landing Dock; and

WHEREAS, Empire State Development has $60 million in capital grant funding available for the New York State Regional Economic Development Council Initiative, including $8 million for tourism projects which expand, construct restore or renovate New York State tourism destinations and attractions; and

WHEREAS, the City of Newburgh is a qualified applicant under the Regional Council Capital Funds Program and will provide for a cash and equity match; and

WHEREAS, the Newburgh Landing Dock Project has completed 90% of design and the City of Newburgh has submitted applications to regulatory agencies in the final design permitting phase of the project; and

WHEREAS, the City has identified the Regional Council Capital Funds Program for funding to undertake the construction of the project with the match to be derived from a budget allocation or bond; and

WHEREAS, this Council has determined that applying for and accepting the grant funding if awarded 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 apply for and accept if awarded an Empire State Development Regional Economic Development Council Initiative Capital Funds Program Grant through the 2025 Consolidated Funding Application in an amount not to exceed $6,000,000.00 with a cash and equity match to fund the construction phase of the Newburgh Landing Dock Construction Project; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

New York State Empire State Development

Regional Council Capital Funds (formerly ESD Grant Funds)

Funding Available: Up to $60 million

PROGRAM DESCRIPTION:
Empire State Development (ESD) has $60 million of capital grant funding available for the State's Regional Economic Development Council Initiative, which helps drive regional and local economic development across New York State in cooperation with ten Regional Economic Development Councils ("Regional Councils"). The $60 million available includes $8 million for tourism projects, formerly offered though the Market New York Capital Grant program. Grant funding is available for capital-based economic development projects intended to create or retain jobs; prevent, reduce or eliminate unemployment and underemployment; increase business or economic activity in a community or Region; and/or expand, construct, restore or renovate New York State tourism destinations and attractions.

Grant funding will be allocated among the ten regions, each represented by a Regional Council. Funding decisions will be based on each Regional Council's strategic plan and subsequent progress reports that set out a comprehensive vision for economic development and specific strategies to implement that vision, coupled with New York State's economic growth priorities. Funding will be awarded by the New York State Urban Development Corporation (d/b/a Empire State Development) at its discretion.

Applicants are strongly encouraged to reach out to their ESD Regional Office to discuss their project prior to submitting an application.

The Regional Council Capital Funds Program will be open in the Consolidated Funding Application (CFA) with a deadline of July 31, 2025, at 4pm EST. ESD may consider projects outside of the CFA deadline subject to the availability of funds and economic impact of a project. These considerations will be made on a case-by-case basis and are only intended to support time-sensitive business investment and high-impact economic development projects. An application will be made available after the CFA deadline for applicants to submit requests for funding. ***Applicants are strongly encouraged to submit their projects prior to the CFA deadline as funding for projects after the July deadline will be very limited and at the sole discretion of ESD based on project merits, timing, and impact to the region and state.***

ELIGIBLE TYPES OF APPLICANTS:
Eligible Applicants include but are not limited to for-profit businesses, not-for-profit corporations*, business improvement districts, local development corporations, public benefit corporations (including industrial development agencies), economic development organizations, research and academic institutions, incubators, technology parks, municipalities, counties, regional planning councils, tourist attractions and community facilities.

City, town, and village applicants must be certified by NYS Homes and Community Renewal (HCR) as a pro-housing community** prior to receiving an award.

- City, town, and village applicants must either be certified as a pro-housing community prior to submitting an application for Regional Council Capital Funds OR
- Must apply to HCR to become a certified pro-housing community when applying for Regional Council Capital Funds and must be approved for certification prior to award announcements.

- No awards will be made to cities, towns, or villages that are not a certified pro-housing community at the time of award.

*If awarded funding, prior to ESD Directors' approval and execution of a contract with ESD, a not-for- profit corporation must be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau and the New York State Office of the State Comptroller's VendRep System and must be prequalified in the New York Statewide Financial System (SFS).

** The Pro-Housing Certified Communities Program was created to incentivize local governments that are committed to addressing New York's housing crisis and is administered by NYS Homes and Community Renewal (HCR). HCR will review and certify communities who have taken steps and are committed to increasing their housing stock and once certified, will then be eligible for various NYS programs including the Regional Council Capital Funds program.

FUNDING AVAILABLE:

- Up to $60,000,000 will be made available;
- The minimum request/award is $100,000

EQUITY REQUIREMENTS:

ESD requires that the Applicant contribute a minimum of ten percent (10%) of the total project cost in the form of equity contributed after the Applicant's acceptance of ESD's incentive proposal. Equity is defined as cash injected into the project by the Applicant or by investors and should be auditable through the Applicant's financial statements or accounts, if requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source.

ELIGIBLE PROJECTS AND MATCH REQUIRMENTS:

Only minimum grant requests of $100,000 or more will be considered for funding. Awards are offered as an incentive to undertake a project. The amount of an award from ESD is based on several factors including, but not limited to, the project's alignment with the state and regional priorities, as well as the potential for direct and indirect job creation, direct and indirect fiscal benefit to the state and local governments, overall economic activity, community development, and private investment. Applicants should apply for the necessary amount of funding needed to incentivize the project to occur and request the amount of funding needed to complete their project versus the maximum amount they may be eligible for. The likelihood of receiving an award improves as the percentage of ESD assistance is reduced and private investment or other sources are better leveraged. A strong emphasis will be placed on project readiness along with the applicant having the capacity to complete the project if awarded.

Exceptions to funding limits in each of the categories listed below may be made at the sole discretion of ESD in cases where it is found that a project will have extraordinary regional or statewide impact. Applicants seeking funding for a project are strongly encouraged to reach out to the ESD Regional Office for where their project is located to discuss the project prior to applying.

Assistance generally falls into four categories:

1. **Business Investment**
   Business investments are capital expenditures that facilitate an employer's ability to create new jobs in New York State or to retain jobs that are otherwise in jeopardy.

Applicants applying for funding under the business investment category should apply for the necessary amount of funding needed to incentivize the project to move forward. Applicants will be required to demonstrate the project budget including financing secured or in progress, equity, and the identified gap and need for ESD assistance. The likelihood of receiving an award will increase based on the need for the requested amount of funding, the strength of the project, economic benefits of the project in relation to similar projects and leveraging other sources versus ESD assistance. Projects that consist of new construction and/or renovations of space in order to expand production capacity or capabilities while creating and/or retaining jobs will be looked upon more favorably than projects that are primarily focused on upgrading or replacing older / aging machinery and equipment.

Applicants will be required to fill out a qualified investments table and should accurately input machinery and equipment costs that will be purchased outside of New York State versus machinery and equipment costs that will be purchased within New York State, as projects making purchases of machinery and equipment within New York State will be looked upon more favorably. If awarded, applicants will be required to show proof that these purchases were made from companies within New York State. Failure to meet this requirement will subject a funding recipient to potential recapture of assistance or adjustment of an award.

Five-year job commitments will be required of all award recipients because it is by underwriting these job commitments that ESD is best able to forecast the economic benefits of providing assistance to any particular project. Applicants will therefore be required to commit to the number of jobs at risk (of relocation or loss) that will be retained by the proposed project, the number of net new full-time jobs that will be created by the project, and the average salaries of each. Failure to achieve or maintain these employment commitments will subject a funding recipient to potential recapture of assistance.

Applicants should use their Form NYS 45 to answer the job / employment questions in the application, using the most recent quarter. If an award is offered to the applicant which includes retaining or creating jobs, the applicant will be required to submit upon award notification their Form NYS 45 for confirming and establishing the baseline employment. If it differs significantly to what was entered into the application for review, ESD reserves the right to adjust/prorate the award.

Jobs/Employee Definitions

Full-time Permanent Employee: A full-time, permanent, private-sector employee on the Recipient's payroll, who has worked at the Project Location for a minimum of 35 hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

Full-time Equivalent Employee (FTEs): Two or more part-time, permanent, private-sector employees on Recipient's payroll, who have worked at the Project Location for a combined minimum of 35 hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

Full-time Contract Employee / Job: A Full-time Contract Employee is a full-time private sector employee (or self-employed person) who is not on the applicant's payroll but who works for the applicant for a minimum of 35 hours per week providing services that would otherwise be provided by a Full-time Permanent Employee. The position held by a Full-time Contract Employee is a year-round position.

Jobs "At Risk": The number of permanent Full-time employee positions and Full Time Equivalent positions currently existing and located in New York State that are at risk of being lost or moved out of state based on compelling information provided by the applicant.

Net New Jobs: The number of new full-time permanent employees and full-time equivalents (FTEs) that will be created at the project location(s) as a result of the project. Jobs transferred from employment with another business located in the State including from a related person in this State are not net new jobs for purposes of the employment commitment.

2. **Economic Growth Investment**
An Economic Growth Investment project fosters economic growth through cultural activity, higher education activity, agribusiness initiatives, other local or regional initiatives, improvements to facilities in distressed areas (census tracts), commercial revitalization activities in central business districts and commercial strips, strategic redevelopment projects such as shopping malls that are consistent with ESD pillars for economic development and other types of projects that may not have direct job creation goals but do foster economic development within the area the project will occur. All economic growth investment projects should be consistent with ESD pillars for fostering economic development and should align with the growth strategy of the region.

Applicants applying for funding under the economic growth program category will generally not be considered for more than twenty percent (20%) of the financing for any particular project based on the eligible total project cost. Applicants should apply for the necessary amount of funding needed to incentivize the project to occur and request the amount of funding needed to complete their project versus the maximum amount they may be eligible for as the likelihood of receiving an award improves as the percentage of ESD assistance is reduced and private investment or other sources are better leveraged.
Economic Growth projects that are able to provide direct job commitments will be viewed favorably, however job commitments may not be applicable depending on the project type.

Economic Growth projects **supporting strategic community development investments within downtown areas** which foster the principals of the Downtown Revitalization Initiative will be looked upon favorably. Grant funds may be used to finance strategic community development investments within a downtown or mixed-use commercial district in order to attract new businesses and expand existing businesses, thereby fostering further investment. Applicants must demonstrate how the project will result in a benefit to the viability of the area it is located in and how it will lead to increased economic activity. Applicants that propose a project within a specific area where there are other proposed or ongoing projects will be looked upon favorably as a way to redevelop a specific area as opposed to standalone projects without other investments within an area.

3. **Tourism (formerly Market New York Capital Grant Program)**
Projects in the Tourism category will support the tourism industry with strategic investments to expand, construct, restore or renovate New York State tourism destinations and attractions. Applications to this project category, which were formerly funded under the Market New York Grant program, must demonstrate how the capital project will help achieve the tourism goals of the corresponding REDC's strategic plan and how the project complements the state's tourism strategy as reflected through the work of I LOVE NY.

The more a project aligns with the goals and strategies of I LOVE NY, the REDC strategic plan, and its impact on tourism to the region and/or state versus smaller local community projects, the more favorably it will be viewed. Preference will be given to projects that demonstrate increases number of visitors, visitor spending, and/or the length of stay within the region. Applicants should provide clear performance measures and metrics to quantify the return on investment and demonstrate the expected economic impact as a result of the project. Successful tourism capital projects will increase the perception and consideration of New York State as a travel destination, making New York State the destination of choice for visitors.

Applicants applying for funding under the tourism economic growth program category will generally not be considered for more than twenty percent (20%) of the financing for any particular project based on the eligible total project cost. Applicants should apply for the necessary amount of funding needed to incentivize the project to occur and request the amount of funding needed to complete their project versus the maximum amount they may be eligible for as the likelihood of receiving an award improves as the percentage of ESD assistance is reduced and private investment or other sources are better leveraged.

4. **Strategic Focus Areas**

A strong emphasis will be placed on projects that encompass one or more of the following strategic focus areas. Applicants who apply to one or more of these focus areas below may be considered for an enhanced incentive of up to forty percent (40%), depending on the category, type of project and organization applying for funds. Applicants should apply for the necessary amount of funding needed to incentivize the project to occur and request the amount of funding needed to complete their project versus the maximum amount they may be eligible for as the likelihood of receiving an award improves as the percentage of ESD assistance is reduced and private investment or other sources are better leveraged. Strategic Focus Area projects that are able to provide direct job commitments will be viewed favorably, however job commitments may not be applicable depending on the project type.

- **Childcare Projects**

Despite record investments in childcare, many New Yorkers still struggle to access high quality childcare forcing families to choose between quality childcare and employment or placing families in the position to use unlicensed childcare providers. Expanding the capacity of childcare offerings helps strengthen the state's economy and address issues that affect the business community.

An enhanced incentive of up to forty percent (40%) of eligible total project costs may be provided to organizations whose capital project seeks to improve access to high quality childcare. Incentives are intended to support capital projects which increase the number of childcare spots by building a new facility or expanding an existing facility. Projects that attest to a willingness to accept families in receipt of childcare assistance will be looked upon more favorably. Applicants should also demonstrate the ability to obtain all necessary approvals and licenses/registrations to operate the childcare program.

Applicants should provide any information about their project that works to improve access to high quality childcare, including but not limited to the number of new child care spots that will be made available (both affordable childcare spots - for families receiving childcare assistance, and market rate spots), the need in the community for a new or expanded childcare facility, whether the project is located in a childcare desert (Search the NYS Child Care Desserts Map here), the populations that will likely utilize the services, and any additional economic benefits that will occur

from the project. If awarded, grantees will be required to show proof of childcare licensing from the Office of Children and Family Services (OCFS) as a condition of reimbursement.

- **Projects located in a Distressed Area (Census Tract)**

Strong consideration will be made for applications from not-for-profit organizations for projects located within economically distressed areas (census tracts) where investments are needed to spur economic growth. Not-for-profit organizations whose project is located in a **severely distressed area (census tract)** may be eligible for an enhanced incentive of up to forty percent (40%) of eligible total project costs. The criteria below include communities defined by their stress level, however, if a not-for-profit organization believes their project is located in a severely distressed area (census tract) that is not listed as such, they may apply for an enhanced incentive but should discuss the project with their respective ESD Regional Office prior to applying and demonstrate why the area should be considered severely distressed.

Applicants should demonstrate the need for funding as the potential for an award is not an as of right solely because the project is located in a distressed area but rather will be dependent on the community benefits as a result of the project along with needing additional financing to ensure the project occurs. Enhanced incentives are intended for not-for-profit organizations whose mission is to serve a community need and benefit.

Applicants should provide any information about their project that bolsters the need for funding in addition to metrics that will result from the project, including but not limited to the anticipated community benefit as a result of the project, the populations that will benefit from the project, a demonstrated need for the services of the project, community support for the project, and any additional economic benefits that will occur from the project.

Below is the definition of communities considered to be economically distressed along with a link to a map to search for a project location to identify its distress level.

Economically Distressed Area (Census Tract) Map

Economically distressed areas shall mean the following based on the census tract for where the project is located.

- ***Severely distressed areas*** (census tracts) shall have at least 25 households receiving public assistance income in the 2023 ACS 5-year estimate and meet at least five of the criteria listed below.
- ***Moderately distressed areas*** (census tracts) shall have at least 25 households receiving public assistance income in the 2023 ACS 5-year estimate and meet at least three of the criteria listed below.
- ***Slightly distressed areas*** (census tracts) shall have at least 100 households receiving public assistance income in the 2023 ACS 5-year estimate and meet at least two of the criteria listed below.

Criteria for Determining Distress Level

- Population loss between the 2023 ACS 5-year estimate and the 2019 ACS 5-year estimate – an absolute loss in population.
- Unemployment rate (2023 ACS 5-year estimate) higher than the State's rate.
- Private sector employment growth rate (2023 ACS 5-year estimate) over the preceding 5 years was lower than the State's OR private sector employment (2023 ACS 5-year estimate) as a percentage of total employment was less than the State's.
- Percentage of households receiving public assistance (2023 ACS 5-year estimate) was greater than the statewide percentage.
- Poverty rate (2023 ACS 5-year estimate) was greater than the State's poverty rate.
- Per Capita Income change (2023 ACS 5-year estimate) over the preceding five years was less than the growth in the consumer price index (CPI) for all urban consumers nationally OR per capita income was less than the State's per capita income.

- **Innovative Public-Private Partnerships**
  Projects which leverage unique regional assets to advance the regions' economic development strategies will be looked upon favorably. Innovative public-private partnerships are intended for higher education institutions with a focus on innovation and research partnerships. Applicants whose project aligns public and private sectors in working together on capital projects that drive economic growth, job creation, and innovation may be eligible for additional financing for their project based on eligible total project costs.

  Applicants should provide any information about their project that bolsters the need for funding in addition to metrics that will result from the project, including but not limited to the number of jobs created, the increase in access to advanced/valuable equipment otherwise not available to a certain subset of businesses and organizations, anticipated growth of innovation and technology transfer, the impact on the industries or communities as a result of the project, the populations or industries that will benefit from the project, a demonstrated need and benefit from the partnership and the project, community and industry support for the project and any additional economic benefits that will occur from the project.

  Applicants seeking funding for a project which fosters this innovative public-private partnership should reach out to their ESD Regional Office prior to submitting an application.

PROJECT COSTS (for all categories listed above):

1. ELIGIBLE PROJECT COSTS & ACTIVTIES:

- Acquisition of land, buildings, machinery and/or equipment;
- Demolition and environmental remediation;
- New construction, renovation or leasehold improvements;
- Acquisition of furniture and fixtures;
- Commercial portion of mixed use projects;
- Soft costs of up to twenty-five percent (25%) of total project costs; and
- Other costs / expenditures deemed eligible by ESD.

2. INELIGIBLE PROJECT COSTS & ACTIVITIES:

The following types of expenses are not eligible for reimbursement by grant funds and should not be included in the project budget:

- Developer fees;

- Training;
- Residential development only projects, although program funds may be used for the non-residential components of a mixed-use project;
- Medical / hospital development projects although medical research facility projects will be considered for funding;
- Retail development projects;
- Block grant projects or revolving loan funds;
- Home based service provider projects;
- In-kind costs;
- Overhead and indirect costs associated with the day-to-day operations of the eligible entity, including but not limited to:
    - Salaries and wages;
    - Fringe benefits;
    - Rent/lease costs;
    - Website maintenance;
    - App maintenance; and
    - Communication;
- Marketing or advertising media costs;
- Events;
- Costs associated with completing an application;
- Costs incurred prior to the submission and award of a grant, actual or anticipated; and
- Other costs / expenditures deemed ineligible by ESD.

APPLICANT REQUIREMENTS:

Applicants are strongly encouraged to reach out to their ESD Regional Office to discuss their project prior to submitting an application. Applicants must complete and submit a Consolidated Funding Application (CFA) for review by ESD and the Regional Council for the region in which the proposed project is located. The project should not begin and expenses should not be incurred before awards have been announced. Expenses incurred prior to submission of a CFA should not be included in CFA project budgets, nor should expenses that will be incurred after submission of a CFA but prior to an award announcement.

Applicants must always disclose when pursuing or intending to pursue multiple ESD funding sources including grants, loans, and tax incentives. When filling in the budget in the CFA, applicants should clearly identify the source of funding, if it is secured already, if they have applied for the funding, or if it is the funding being requested through this grant program, and provide all relevant information about the budget for ESD to consider.

Applicants applying for Regional Council Capital Funds should clearly describe the scope and budget for the "project" for which funds are being requested. For example, an Applicant may be planning a larger project that would include multiple phases, such as in the case of a major infrastructure project or redevelopment of a specific geographic area. However, the "project" for which funds are being requested via the CFA might consist of only one phase of the larger project. In such situations, the request for Regional Council Capital Funds should be specific to the phase, NOT the overall multi-phase project.

Applicants that have previously submitted an application for the same project are also strongly encouraged to consult with their ESD Regional Office where their project is located for feedback prior to new submission(s). Failure to do so may result in the application being deemed ineligible.

Applicants that apply more than once for the same project are required to show a substantial change in situation or scope to warrant another scoring review by ESD, the Regional Council, or both, to be determined by the Regional Office. Failure to show this improvement may result in the project being deemed ineligible.

SELECTION CRITERIA:
In addition to the criteria noted below, ESD shall have the discretion to consider additional factors in determining the relative merits of projects.

Vision and Regional Economic Development Strategies:

- The overall economic impact that the project identified in the application will have on a region, including, but not limited to, the amount of capital investment and the level of increased economic activity from the proposed capital investment;
- The economic and community benefit to the viability of the area in which the project is located in;
- The number and impact of any direct or indirect jobs that will be created;
- The number of and impact new jobs created and/or at-risk jobs that will be retained;
- The increase and impact on tourism and the perception and consideration of New York State as a travel destination to increase visitation;
- The likelihood that the project identified in the application would be located outside of New York State or would not occur in New York State but for the availability of state or local incentives.

Public/Stakeholders:

- Whether the project has demonstrated support from local government and private sector leaders in the locality and the region where the project will be located;
- Whether the project will have a significant regional impact or is likely to increase the subject community's economic and social viability and vitality; and
- The degree of economic distress in the area where the Applicant will locate the project identified in its application, including downtown revitalization and brownfield areas.

Implementation:

- The degree of project readiness and likelihood of completion, including, where applicable for real estate development projects, if there are identified tenants for a completed project; and
- The degree of the Applicant's financial viability and strength of financials/operating history/ESD credit score.

Leveraged Resources:

- The amount of private financing leveraged; and
- The amount of public financing leveraged.

Performance Measures:

- The estimated return on investment that the project identified in the application will provide to New York State;
- For non-job creation projects, the direct and ancillary benefits that will result from the project occurring;
- For projects applying for funding in one of the Statewide Focus Areas, applicants should provide metrics relevant to the focus area applied to as outlined in the Strategic Focus Area section in order to justify the request for funding and to indicate the economic impact that will result from the project;
- For Tourism projects, the benefits of increases in room nights, number of visitors, visitor spending and length of stay;

- For downtown areas, whether or not the project concerns the preservation of the architectural character of a building or neighborhood;
- Whether, where applicable, there are identified tenants for a completed project;
- The degree to which the project supports the principals of smart growth, energy-efficiency (including but not limited to, the reduction of greenhouse gas and emissions and the Leadership in Energy and Environmental Design [LEED] green building rating system for the project identified in its application), and sustainable development; and
- The degree to which the project identified in the application supports New York State minority- and women-owned business enterprises and service-disabled veteran-owned businesses.

AWARD CRITERIA DETAILS:

- Notice of a funding award will be given in the form of an incentive proposal outlining the terms of the proposed assistance. The award is subject to approval of the ESD Directors and compliance with applicable laws and regulations. Project funding may only be used for expenses incurred after the date that notice of the funding award is given. Applicants are strongly encouraged to review and countersign ESD's incentive proposal prior to starting the project.

- All Applicants will be requested to certify and agree that any decrease in the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, may result in ESD's reduction of the award, in ESD's sole discretion, in an amount proportionate to any such decrease.

- All Applicants will be requested to certify and agree that any expansion of the scope of work described in the Applicant's final CFA submission including, but not limited to, total project costs, jobs retained, and jobs created, will not result in the increase of the award by ESD.

- The awarded grants are transferable at the sole discretion of ESD.

- The essential terms for the disbursement of assistance are included in the incentive proposal. Although funding is offered prior to project commencement as an inducement to undertake the project, funds are disbursed in arrears, as reimbursement for eligible project expenditures.

- Grant funds will be subject to pro rata recapture if property is sold within 5 years of disbursement of funds.

- It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. If awarded, the Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.

- For Business Investment projects, partial funding is disbursed upon project completion and interim job creation/retention milestones, with additional funding disbursed upon achievement of job creation/retention milestones. For Infrastructure Investment and Economic Growth Investment projects, funding is typically disbursed upon project completion.

- Projects generally are presented to the ESD Directors once all project expenditures have been undertaken and disbursement of ESD assistance is sought.

- All required public approvals must be in place prior to the start of construction and approval by the ESD Directors, including State Environmental Quality Review (SEQR) and consultation with the State Historic Preservation Office, if applicable. Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.

- For projects with job creation and/or retention, job numbers will be verified using the employer's NY-45 and NY-45 ATT and/or payroll reports prior to disbursement of funds and annually thereafter through the required reporting period. Grant funds will be subject to recapture for failure to achieve or maintain these employment commitments.

- Pursuant to New York State Executive Law Articles 15-A and Article 3 of New York State Veterans' Services Law, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBEs) and service-disabled veteran-owned businesses (SDVOBs) in the performance of ESD projects. Recipients shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8 and 9 NYCRR § 252.2(m) to achieve MWBE and SDVOB Participation. In addition, ESD's MWBE and SDVOB Participation/Equal Employment Opportunity Policy will apply to this project.

    - Please note that ESD's agency-wide MWBE utilization goal is 30%. Each project will be assigned an individual contract-specific goal, which may be high or lower than 30%. Should an Applicant receive a funding award, the Applicant shall be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project. Applicants must maintain such records and take such actions necessary to demonstrate such compliance. Failure to achieve the specified MWBE goal may result in award reduction. Additional information can be found here: https://esd.ny.gov/participation-requirements-new-york-state-certified-mwbes.

    - Please note that ESD's agency-wide SDVOB utilization goal is 6%. Each project will be assigned an individual contract-specific goal, which may be higher or lower than 6%. Should an Applicant receive a funding award, the Applicant shall be required to use good faith efforts to achieve the prescribed SDVOB goals assigned to this project. Applicants must maintain such records and take such actions necessary to demonstrate such compliance. Failure to achieve the specified SDVOB goal may result in award reduction. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. A further explanation of the SDVOB requirements is found here: https://esd.ny.gov/participation-requirements-new-york-state-certified-sdvobs.

- In accordance with State law, after approval by the ESD Directors, a public hearing will be required if the project involves the acquisition, construction, reconstruction, rehabilitation, alteration or improvement of any property. ESD will schedule a public hearing in accordance with the New York State Urban Development Corporation Act ("UDC Act") and will take such further action as may be required by the UDC Act and other applicable law and regulations. The ESD Directors must reconsider the matter if any negative testimony is received at the public hearing. (Generally, this hearing occurs the month after the Directors' initial approval). Approval by the Public Authorities Control Board ("PACB"), New York State Comptroller ("OSC") and the New York State Attorney General ("AG") may then be required. Following approval by the ESD Directors and PACB, OSC and AG approval, if required, the documents for processing the grant award will be prepared by ESD. Notwithstanding the

process outlined above, no project shall be funded if sufficient resources are not received by ESD for such project.

- A $250 Application Fee, payable when funding is documented in an Incentive Proposal, and a one percent (1%) non-reimbursable commitment fee based on the grant amount awarded will be assessed to all awardees. The commitment fee will be due when the Applicant executes documents required for processing the award, after approval by the ESD Directors. The Applicant will be obligated to pay for out-of-pocket expenses incurred by ESD in connection with the project, including, but not limited to, expenses related to attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, public hearing expenses and other requirements deemed appropriate by ESD.

- Grant funds originally awarded to projects that have since been cancelled or terminated will be repurposed for economic development projects by ESD at its discretion in consultation with the REDCs.

- Projects having a hotel as a principal function will be required to demonstrate compliance with Section 2879-b of Public Authorities Law regarding labor peace if funding is awarded. Public Authorities Law Section 2879-b prohibits public authorities from providing financing for any project that includes, as one of the principal functions, a hotel with more than fifteen employees unless a labor peace agreement ("LPA") is entered into with a labor organization representing hotel or convention center employees in the State, for a period of at least five years. An LPA is an agreement between the project developer (or its contractors) and a labor organization prohibiting the labor organization and its members from engaging in labor activities that disrupt the hotel's operations.

- The distribution of government funds is subject to constitutional limitations under the First Amendment's Establishment and Free Exercise Clauses. Applications that implicate these Clauses may require additional information from the applicants and will be subject to legal review and approval by the agency before award. Applicants are encouraged, but not required, to anticipate and address factual and legal issues relevant to these Clauses in their application.

ADDITIONAL RESOURCES:
For more information, eligible Applicants should contact the local Empire State Development Regional Office. A complete list of the ESD Regional Offices can be found at https://esd.ny.gov/regions.

To access the Consolidated Funding Application and apply to the Regional Council Capital Funds Program please visit https://apps.cio.ny.gov/apps/cfa/ and follow the instructions to register or log in. Any questions regarding the CFA portal should be directed to cfa-programs@ny.gov .

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: **Newburgh Landing Dock**	NAME OF DEPARTMENT REQUESTING GRANT: **Planning and Development**	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: **Alexandra Church**
NAME OF GRANT/NAME OF AWARDING AGENCY: **NYS ESD RCCF**	GRANT SUBMITTAL DATE: **July 31, 2025**	AMOUNT OF AWARD: $6mm
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) **60%, 10% in Equity**	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: **Min $10% in owner equity. Note a $250 application fee and 1% commitment fee will be assessed if/when awarded.**	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: The Tourism funds are $8mm statewide
PROJECT PLAN: **Construction of the Newburgh Landing** Scope of Project**:** **Full reconstruction of the Newburgh Landing** Key Stakeholders: City of Newburgh Project Timeline: (ex. Dates)		

City of Newburgh

GRANT APPLICATION FORM

Order on Consent Required Compliance Dates as follows: **July 31, 2025 – Application due** **December 31, 2025 – General time of notice per past award rounds** **February 2026- Sign Grant** **2026-2028 Estimated Construction period**
SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: **COMMENTS:**
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO: **COMMENTS:**
STAFFING ISSUES REVIEWED? YES/NO: **COMMENTS:**
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO **CITY COMPTROLLER** **SIGNATURE:_____** **DATE:_____** **NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.**
SECTION C: FOR REVIEW BY CITY MANAGER

City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CITY MANAGER? YES/NO **CITY MANAGER** **SIGNATURE:_____** **DATE:_____**
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO **CORPORATION COUNSEL** **SIGNATURE:_____** **DATE:_____**
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: **_____** **_**

RESOLUTION NO.: _____161_____ - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT REGIONAL ECONOMIC DEVELOPMENT COUNCIL PRO-HOUSING SUPPLY FUND PROGRAM GRANT NOT TO EXCEED $10,000,000.00 WITH A 50% MATCH FOR THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND RENWICK STREET PROJECT (LTCP PHASE II)

WHEREAS, Empire State Development and New York State Homes and Community Renewal has established a $100 million Pro-Housing Supply Fund to help finance essential infrastructure projects, such as sewer and water system upgrades, to facilitate new housing development in certified Pro-Housing Communities; and

WHEREAS, funding must be used for infrastructure projects that directly support the creation of new housing units and eligible uses include installation, extension, or reconstruction of road, water, sewer, electrical, or other utilities; and

WHEREAS, the City of Newburgh was certified as a Pro-Housing Community and proposes to apply for and accept if awarded a Pro-Housing Communities Supply Fund grant to fund the construction of the Liberty Street Sewer Separation between Ann Street and Renwick Street Project (the "Project") included as part of Phase II of the Long Term Control Plan in an amount not to exceed $10,000,000.00 with a 50% match to be provided through other funding options, including grants and low interest loans; and

WHEREAS, this Council has determined that applying for and accepting the grant funding if awarded 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 apply for and accept if awarded an Empire State Development Regional Economic Development Council Pro-Housing Supply Fund Program Grant in an amount not to exceed $10,000,000.00 with a 50% match for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Pro Housing Supply Funds Program

Funding Available: Up to $100 million

I. Overview

Governor Hochul signed Executive Order 30 in July 2023, establishing the Pro-Housing Community Program to recognize municipalities actively working to unlock their housing potential. Building on this effort, the 2024-2025 New York State Budget made the Pro-Housing Community designation a prerequisite for cities, towns, and villages to access up to $650 million in state discretionary funding.

To further support these communities in tackling the housing crisis, and under Governor Hochul's direction, Empire State Development ("ESD"), in partnership with New York State Homes and Community Renewal ("HCR"), is launching a $100 million Pro-Housing Supply Fund to help finance essential infrastructure projects -— such as sewer and water system upgrades —- needed to facilitate new housing development in certified Pro-Housing Communities.

Investing in infrastructure is critical to expanding housing supply across New York State. Many communities face barriers to higher-density development due to outdated or insufficient water, sewer, and electrical systems. By modernizing these essential services, localities can unlock new and more affordable housing opportunities, attract private investment, and create more vibrant and sustainable neighborhoods.

II. Eligible Applicants

- City, town, or village
  - Must be certified by HCR as a Pro-Housing Community prior to receiving an award.
- Municipally designated non-profit economic development organizations such as New York State-based non-profit industrial development agencies and authorities and economic development corporations designated to act on the behalf of the municipality in which the project is located.
- County

Regardless of applicant type, the proposed project must occur within a certified Pro-Housing Community. Pro-Housing Communities certification is strongly encouraged prior to submitting an application. If a city, town, or village where the project is occurring is not certified at the time of application, the municipality must have submitted a complete Pro-Housing Community application to HCR by the application deadline of July 31, 2025. **The municipality must be certified as a Pro-Housing Community by HCR prior to any award under this program.** There is a limit of two grant awards per Pro-Housing Community.

The applicant must either have ownership and/or control of the project site or provide written consent from the ownership entity. While private and not-for-profit developers are not eligible to apply for funding, a municipality, municipally designated non-profit economic development organization, or a county may apply for infrastructure funding to support a project located on a private site, provided there is written consent from the ownership entity.

Applicants must complete and submit a Consolidated Funding Application for review by ESD and the Regional Economic Development Council ("REDC") for the region in which the proposed project is

located. All applicants are strongly encouraged to reach out to their ESD Regional Office to their project prior to submitting an application.

III. Eligible Projects and Uses of Funds

Funding must be used for infrastructure projects that directly support the creation of new housing units.

Eligible uses include:

- Installation, extension, or reconstruction of road, water, sewer, electrical, or other utilities;
- Design, permitting, or engineering costs directly related to the infrastructure project (limited to 20% of total project cost);
- Acquisition of machinery and equipment required for the ongoing operational use of the infrastructure project;
- Site preparation or demolition directly related to the infrastructure project; and
- Other capital uses as determined by ESD.

IV. Ineligible Projects and/or Costs

- Infrastructure projects related to commercial-only projects or industrial site development;
- Routine maintenance and upkeep costs;
- Costs incurred prior to the award of a program grant; and
- Other costs or expenditures deemed ineligible by ESD.

V. Project Selection Criteria

Projects will be evaluated based on the following criteria:

- Amount of leveraged funding, including demonstration that at least 50% of non-program funds are utilized.
- Demonstrated local government and/or community support;
- Demonstrated commitment from a developer or similar entity with related plans to build housing units that will be directly supported by the proposed project's infrastructure enhancements;
- Project readiness. All projects must commence within 24 months of the award, and priority will be given to projects ready to commence within 12 months of the award;
- Project alignment with the regional goals as outlined in the REDC's strategic plans;
- Project alignment with the New York State Smart Growth Program Principles;
- Number of new housing units supported. Projects must support the creation of at least 20 housing units, with priority given to projects demonstrating the greatest impact to the area and those that create 100 or more units; and
- The degree to which the project supports the creation of new housing in areas with a demonstrated workforce and/or affordable housing need. Where applicable, applicants should provide evidence of how the proposed project will support new housing to address job growth projections or workforce shortages that impact business expansion or attraction efforts.

The final 20% of the grant award will be withheld until the commencement of the new housing construction.

VI. Grant Amounts

- Minimum Award Amount: $2.5M
- Maximum Award Amount: $10M

As noted previously, at least 50% of total project amount must be derived from non-program sources. For example, a five million dollar award would support a minimum ten million dollar total project.

VII. Documentation Requirements

All applications must be complete, true, and accurate. Incomplete applications will not be considered. However, ESD, at its sole discretion, reserves the right to accept amendments and additions to applications.

At a minimum, the following documents must be included with the application:

- Project proposal;
- Project budget and description of all associated funding sources;
- Letter of matching fund commitment(s); and
- Letter of support from the legislative body of the lowest-level of municipal government wherein the project resides. For example, a project within a village that also is within a town would require a letter of support from the village.

Applicants must also demonstrate that grant funds will be used exclusively for infrastructure improvements that directly enable residential development, including mixed-use projects where the vast majority of square footage will be for residential use. Required details include:

- Project Location & Parcel Information – Parcel identification number(s), total acreage, and current land use, and zoning restrictions and allowances.
- Zoning & Land Use Approvals – Confirmation that the parcel is zoned or in the process of being zoned for residential or mixed-use development, including details on permitted housing types (e.g., single-family, multi-family, mixed-use with a residential component).
- Site Plan & Development Timeline – A description of any planned residential or mixed-use project that will directly benefit from the infrastructure improvements or the anticipated residential development that would result from such improvements, including the number and type of housing units to be or anticipated to be created, any estimated construction schedule, and anticipated completion date. Letters of commitment and/or housing plans from developers interested in the project property are strongly encouraged.
- Infrastructure Scope & Justification – A clear explanation of how the requested infrastructure improvements (e.g., sewer, water, roads, utilities) are essential to any planned residential development, including any applicable engineering plans.

- Restrictions on Non-Residential Use – Details on how the grant-funded infrastructure will not primarily serve commercial, industrial, or other non-residential uses, unless integrated within a mixed-use project where residential development is the primary focus.

VIII. Scoring and Project Review / Evaluation / Funds Disbursement

ESD will review all eligible applications and will provide any award notifications. Project expenses that are incurred prior to the date of an ESD award will not be eligible for reimbursement and could result in the project being deemed ineligible.

Pursuant to New York State Executive Law Articles 15-A and Article 3 of New York State Veterans' Services Law, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBEs) and service-disabled veteran-owned businesses (SDVOBs) in the performance of ESD projects. The Recipient shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8 and 9 NYCRR § 252.2(m) to achieve MWBE and SDVOB Participation. In addition, ESD's MWBE and SDVOB Participation/Equal Employment Opportunity Policy will apply to this program. Specific goals related to the total value of ESD's funding will be established on a grant-by grant basis.

ESD has an agency-wide goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). ESD has an agency-wide goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs.

An ESD award notification will outline the terms and conditions of the award and will include MWBE and SDVOB participation goals. The Office of Contractor and Supplier Diversity ("OCSD") will monitor MWBE and SDVOB utilization in connection with this project.

Following ESD board approval, the applicant will receive a Grant Disbursement Agreement outlining disbursement conditions.

IX. Award Criteria Details

- If the implementation of a project fails to proceed as planned, and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. ESD reserves the right to require any additional information and/or documentation ESD deems necessary and terminate the project at any point if the applicant fails to provide such documentation in a timely manner.

- In accordance with State law, after approval by the ESD Directors, a public hearing will be required if the project involves the acquisition, construction, reconstruction, rehabilitation, alteration, or improvement of any property. ESD will schedule a public hearing in accordance with the New York State Urban Development Corporation Act ("UDC Act") and will take such further action as may be required by the UDC Act and other applicable law and regulations. The ESD Directors must reconsider the matter if any negative testimony is received at the public hearing. (Generally, this hearing occurs the month after the Directors' initial approval).

Approval by the Public Authorities Control Board ("PACB"), New York State Comptroller ("OSC") and the New York State Attorney General ("AG") may then be required. Following approval by the ESD Directors and PACB, OSC and AG approval, if required, the documents for processing the grant award will be prepared by ESD.

- All required public approvals must be in place prior to the start of construction and approval by the ESD Directors, including but not limited to completion of environmental review in accordance with the New York State Environmental Quality Review Act (SEQR) and consultation with the New York State Office of Parks, Recreation Historic Preservation's State Historic Preservation Office (SHPO) in accordance with Section 14.09 of the New York State Historic Preservation Act, if applicable. Physical work on an ESD-funded project may not start prior to the completion of any necessary environmental review and SHPO consultation.

- The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding.

- A $250 Application Fee, payable when an award is documented in an incentive proposal, and a one percent (1%) non-reimbursable commitment fee based on the grant amount awarded, will be assessed to all awardees.

- Grant funds originally awarded to projects that have since been cancelled or terminated will be repurposed for economic development projects by ESD at its discretion.

NEW YORK
STATE OF
OPPORTUNITY.

Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

June 17, 2025

City of Newburgh
Attention: Mr. Torrance Harvey
123 Grand Street
Newburgh, New York 12550

Dear Torrance Harvey,

We are writing to inform you that you have met the requirements necessary to maintain your municipality's status as a Pro-Housing Community for 2025. The City of Newburgh will continue to be able to access the $650 million in State discretionary funding programs that is available exclusively to Pro Housing Communities.

This is an exciting time for the Pro Housing Community program. Governor Hochul's Enacted FY2026 Budget contains a new $100 million Pro-Housing Supply Infrastructure Fund to assist with critical infrastructure projects necessary to create new housing, such as sewer and water infrastructure upgrades. The budget also contains $5 million to assist communities to design and adopt pro-housing policies such as master plans, zoning text updates, and streamlined permitting procedures. These proposals will continue to support the State's partnership with communities like yours.

We are excited that you have chosen to stay committed to the Pro-Housing Communities Program and we look forward to our continued partnership to ensure that all New Yorkers have access to a safe, affordable, equitable place to live.

Sincerely,

RuthAnne Visnauskas
Commissioner/CEO

RESOLUTION NO.: 162 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN ORANGE COUNTY MUNICIPAL LEGISLATIVE PROGRAM GRANT IN THE AMOUNT OF $4,999.00 WITH NO CITY MATCH TO SUPPORT CITY OF NEWBURGH RECREATION DEPARTMENT AFTERSCHOOL AND ARTS WITH TEENS PROGRAMS

WHEREAS, Orange County has launched a Municipal Legislative Grant Program to provide resources to municipalities to improve public safety, parks and recreation, senior citizens services or community enhancement activities; and

WHEREAS, the City of Newburgh was awarded an Orange County Municipal Legislative Program grant to support the afterschool program and the development of an arts program for teens at the Recreation Department; and

WHEREAS, the City Council of the City of Newburgh has determined that applying for and accepting such grant is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept an Orange County Municipal Legislative Program grant with no City match in the amount of $4,999.00 to support the afterschool and arts with teens programs at the City of Newburgh Recreation Department.

RESOLUTION NO.: 163 - 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALPINE SOFTWARE, INC. FOR COMPUTER AIDED DISPATCH, AUTOMATED VEHICLE LOCATION DATA AND OTHER RELATED SOFTWARE SERVICES FOR THE CITY OF NEWBURGH FIRE DEPARTMENT

WHEREAS, by Resolution No. 89-2025 of April 14, 2025, the City Council approved an agreement with Alpine Software, Inc. to provide subscription-based data reporting software and related services and equipment to the City of Newburgh Fire Department to replace obsolete software; and

WHEREAS, Alpine Software, Inc. offers Computer Aided Dispatch (CAD), an Automated Vehicle Location (AVL) CAD interface and other data tracking software and related services in a subscription-based package; and

WHEREAS, the additional software and services will enhance recordkeeping and workflow in the Fire Department to improve efficiency and effectiveness; and

WHEREAS, the cost for the additional software, services, equipment and training in 2025 will be will be $12,330.25 and thereafter the annual cost will be $6,790.25 and such funding shall be derived from A.3412.0448.0001 with a portion of the 2025 cost to be derived from A.3412.0201; and

WHEREAS, the City Council finds that entering into such a contract with Alpine Software, Inc for the subscription-based CAD, AVL interface and other data tracking software and related 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Alpine Software, Inc, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based Computer Aided Dispatch (CAD), an Automated Vehicle Location (AVL) CAD interface and other data tracking software and related services to the City of Newburgh Fire Department.

ALPINE SOFTWARE

City of Newburgh Fire Department - CAD & Incident Response

City of Newburgh Fire Department
83 Broadway
Newburgh, NY 12551
United States

Reference: 20250620-093923404
Quote created: June 20, 2025
Quote expires: July 31, 2025
Quote created by: Daniel Adam

dadam@alpinesoftware.com

F. J. Spinelli
fspinelli@cityofnewburgh-ny.gov
845-569-7412

Comments from Daniel Adam

Please note that if you choose to move forward with this package, we can begin implementation right away and defer your first invoice until **July 2026**.

If you have any questions about the estimate, feel free to contact Daniel Adam at dadam@alpinesoftware.com or 585-895-4040.

Products & Services

Item & Description	Quantity	Unit Price	Discount
Computer Aided Dispatching Subscription Recurring fee that will be billed annually	1	$13,173.00 / year	75%

Item & Description	Quantity	Unit Price	Discount
AVL App Recurring fee that will be billed annually. RedNMX Mobile Dispatch Application -Receive call information on mobile computers. -Return status times back to RedNMX CAD. -View call details and dispatcher comments. -View status of all Units. *Requires data connection to the RedNMX database GIS Mapping System: Mobile Version -Address Identification. -Display all open alarms with icons. Mobile GPS -Utilize GPS data from mobile units for display and tracking on GIS map. -Generate computer based directions. *Requires mobile computers to be utilizing GPS receiver and producing Lat and Lon.	1	$7,500.00 / year	75%
RedNMX Responder Subscription Recurring fee that will be billed annually. Android and IPhone Versions See spec sheets: RESPAPP-1 Up to 100 users	1	$1,812.00 / year	75%
GIS Mapping System Subscription Recurring fee that will be billed annually	1	$2,164.00 / year	75%
Hydrants Subscription Recurring fee that will be billed annually	1	$861.00 / year	75%
Geo File Property Preplan Subscription Recurring fee that will be billed annually	1	$1,314.00 / year	100%
Truckbay Bulletin System Subscription Recurring fee that will be billed annually. Includes the software for the bulletin board display. Department is responsible for display hardware (TV, monitor, screen, etc.) and HDMI connection to that display via a laptop or PC that will host the software	1	$1,651.00 / year	75%

Annual subtotal	$6,790.25
	after $21,684.75 discount
Total	**$6,790.25**

Purchase terms

Signature

Signature

Date

Printed name

Questions? Contact me



Daniel Adam
dadam@alpinesoftware.com

Alpine Software
120 Assembly Drive
Mendon, NY 14506
United States

RESOLUTION NO.: 164 – 2025

OF

JULY 14, 2025

A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION REGARDING THE FORECLOSURE OF TAX LIENS IN REM FOR THE YEAR 2019 RELATED TO PROPERTIES KNOWN AS 13 BENKARD AVENUE (SECTION 45, BLOCK 5, LOT 9), 17 BENKARD AVENUE (SECTION 45, BLOCK 5, LOT 7), 20 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 10), 23 BENKARD AVENUE (SECTION 45, BLOCK 5, LOT 4), AND 44 BENKARD AVENUE (SECTION 45, BLOCK 3, LOT 12),

WHEREAS, the City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF009722-2019; and

WHEREAS, Crest Vida Corp. (by Doug Rabess, corporate president), indicated that it is prepared to settle the action as it applies to the subject properties; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for further litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the above-referenced properties from the List of Delinquent Taxes and remove said properties from the 2019 In Rem tax foreclosure action (Index Number EF009722-2019), as the amounts set forth below for each property, representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

Address	Redemption Amount
13 Benkard Avenue (Section 45, Block 5, Lot 9)	$17,891.53
17 Benkard Avenue (Section 45, Block 5, Lot 7)	$17,883.42
20 Benkard Avenue (Section 45, Block 4, Lot 10)	$17,891.94
23 Benkard Avenue (Section 45, Block 5, Lot 4)	$19,110.53
44 Benkard Avenue (Section 45, Block 3, Lot 12)	$18,611.48