



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 8, 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

Communications/Comunicaciones

3. Roll Call / Lista de Asistencia
4. Approval of the minutes from the City Council meeting of August 11, 2025 / Aprobacion del Acta de la Reunion General del Consejo del 11 de agosto de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 184 - 2025 - Amendment to the 2025 Personnel Book adding the position of Deputy Superintendent of Public Works
Resolution amending the 2025 Personnel Analysis Book to add one Deputy Superintendent of Public Works position in the Department of Public Works
Resolución que enmienda el Libro de Análisis de Personal de 2025 para añadir un puesto de Superintendente Adjunto de Obras Públicas en el Departamento de Obras Públicas
7. Resolution No. 185 - 2025 - Amendment to the 2025 Personnel Book Adding One Temporary Labor Supervisor to the Department of Public Works
Resolution amending the 2025 Personnel Analysis Book to add one Labor Supervisor position on a temporary basis in the Department of Public Works

Resolución que enmienda el Libro de Análisis de Personal de 2025 para añadir un puesto de supervisor laboral de forma temporal en el Departamento de Obras Públicas

8. Resolution No. 186 - 2025 - Liberty Street Reconstruction (LTCP) - SEQRA Lead Agency & Negative Declaration

Resolution of the City Council of the City of Newburgh declaring itself Lead Agency, accepting the Full Environmental Assessment Form and issuing a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") for the Liberty Street Sewer Separation between Ann Street and Renwick Street Project

Resolución del Concejo Municipal de la Ciudad de Newburgh declarándose agencia principal, aceptando el Formulario de Evaluación Ambiental completo y emitiendo una Declaración Negativa en conformidad con la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el proyecto de separación de alcantarillado de Liberty Street entre Ann Street y Renwick Street

9. Resolution No. 187 - 2025 - Liberty Street Reconstruction (LTCP) - Bond Resolution

Bond Resolution of the City of Newburgh, New York, adopted September 8, 2025, authorizing financing for the construction of new sewer, stormwater and streetscape infrastructure along Liberty Street between Ann Street & Renwick Street in the City, stating the estimated total cost thereof is \$30,600,000, appropriating said amount therefor and authorizing the issuance of \$30,600,000 bonds to finance said appropriation and the application of any grant funds received or expected to be received from the United States of America, The State of New York or from any other source to be expended towards the cost of said object or purpose or redemption of the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds

Resolución de Bonos de la Ciudad de Newburgh, Nueva York, aprobada el 8 de septiembre de 2025, autorizando la financiación para la construcción de nuevas infraestructuras de alcantarillado, sistemas de drenaje y paisajes urbanos a lo largo de Liberty Street, entre Ann Street y Renwick Street, en la ciudad, declarando que el costo estimado total es de \$30,600,000, apropiando dicha cantidad y autorizando la emisión de bonos de \$30,600,000 para financiar dicha apropiación y la aplicación de cualquier fondo de subvención recibido o que se espere recibir de los Estados Unidos de América, el Estado de Nueva York o cualquier otra fuente, para ser utilizados para el costo de dicho objetivo o propósito o redención de las obligaciones de la ciudad emitidos por lo tanto, o para ser presupuestados como compensación de impuestos para el pago del principal y los intereses sobre dichos bonos

10. Resolution No. 188 - 2025 - WIIA 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 Water Infrastructure Improvement Program Grant for the Liberty Street Sewer Separation Between Ann Street and Renwick Street Project (LTCP Phase II) in the amount of \$25,000,000.00 or 25% of net eligible project costs

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si es otorgado, una subvención del Programa de Mejoramiento de Infraestructura Hidráulica 2025 de la Corporación de Instalaciones Ambientales del Estado de Nueva York para el Proyecto de Separación de Alcantarillado de Liberty Street entre Ann Street y Renwick Street (Fase II del LTCP) por el monto de \$25,000,000.00 o el 25 % de los costos netos elegibles del proyecto

11. Resolution No. 189 - 2025 - West Trunk Sewer Rehabilitation - Contract No. 3 SEQRA Lead Agency & Negative Declaration

Resolution of the City Council of the City of Newburgh declaring itself Lead Agency, accepting the Full Environmental Assessment Form and issuing a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") for the West Trunk Sewer Rehabilitation Contract No. 3 Project

Resolución del Concejo Municipal de la Ciudad de Newburgh declarándose agencia principal, aceptando el Formulario de Evaluación Ambiental completo y emitiendo una Declaración Negativa en conformidad con la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el proyecto del contrato número 3 de rehabilitación del alcantarillado troncal oeste

12. Resolution No. 190 - 2025 - West Trunk Sewer Rehabilitation - Contract No. 3 Bond Resolution

Bond Resolution of the City of Newburgh, New York, adopted September 8, 2025, authorizing financing for the West Trunk Sewer Rehabilitation – Contract No. 3 Project, stating the estimated cost thereof is \$17,600,000, appropriating said amount therefor and authorizing the issuance of \$17,600,000 bonds to finance said appropriation and the application of any grant funds received by the City from the United States of America, The State of New York or from any other source to be expended towards the cost of said object or purpose or redemption of the City's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of as interest on said bonds

Resolución de Bonos de la Ciudad de Newburgh, Nueva York, adoptada el 8 de septiembre de 2025, autorizando la financiación para la rehabilitación del alcantarillado troncal oeste – Contrato número 3, declarando que el costo estimado es de \$17,600,000, apropiando dicha cantidad y autorizando la emisión de bonos de \$17,600,000 para financiar dicha

apropiación y la aplicación de cualquier fondo de subvención recibido o que se espere recibir de los Estados Unidos de América, el Estado de Nueva York o cualquier otra fuente, para ser utilizados para el costo de dicho objetivo o propósito o redención de las obligaciones de la ciudad emitidos por lo tanto, o para ser presupuestados como compensación de impuestos para el pago del principal y los intereses sobre dichos bonos

13. Resolution No. 191 - 2025 - PIN No. 8761.40 Walsh Road Bridge Replacement - Supplemental Agreement with WSP

Resolution authorizing the City Manager to accept a proposal and execute an engineering consultant contract with WSP USA Inc. at a cost of \$219,605.00 in the Walsh Road Bridge Over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40)

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar a un contrato de consultor de ingeniería con WSP USA Inc. por un costo de \$219,605.00 en el proyecto de reemplazo del puente de Walsh Road sobre Quassaick Creek (BIN 2223620/PIN 8761.40)

14. Resolution No. 192 - 2025 - Delano-Hitch Aquatic Center Change Order No. 5 Butler Construction

Resolution authorizing Change Order No. 5 to the construction contract with Butler Construction Group, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project

Resolución que autoriza la Orden de Cambio número 5 del contrato de construcción con Butler Construction Group, Inc. para el Proyecto de Mejoramiento del Centro Acuático del Parque Recreativo Delano-Hitch

15. Resolution No. 193 - 2025 - Cyclical Reassessment Plan Amendment
Enmienda al plan de reevaluación periódica

Modificación del plan de reevaluación cíclica
Enmienda al plan de reevaluación periódica

16. Resolution No. 194 - 2025 - DPW, Water & Police Department Vehicles & Equipment Surplus

Resolution declaring Police Department, Department of Public Works and Water Department vehicles and equipment as surplus

Resolución que declara excedentes los vehículos y equipos del Departamento de Policía, el Departamento de Obras Públicas y el Departamento de Agua

17. Resolution No. 195 - 2025 - Natural Gas Services Contract - Gas Bid Ratification

Resolution to ratify the award of a bid and the execution of a contract with UGI

Energy Services, LLC for gas supply services to the City of Newburgh for a winter term commencing in October 2025 and ending in May 2026 at a cost of \$5.2195 per dekatherm and for a winter term commencing in October 2026 and ending in May 2027 at a cost of \$5.4821 per dekatherm

Resolución para ratificar la otorgación de una licitación y la ejecución de un contrato con UGI Energy Services, LLC para los servicios de suministro de gas a la Ciudad de Newburgh por un período de invierno que comienza en octubre de 2025 y termina en mayo de 2026, a un costo de \$5.2195 por dekatherm y para un período de invierno que comienza en octubre de 2026 y termina en mayo de 2027 a un costo de \$5.4821 por dekatherm

18. Resolution No. 196 - 2025 - Resolution Rejecting All Bids for Solicitation #4.25

A resolution rejecting all bids received in connection with Solicitation #4.25 for building cleaning services

Una resolución que rechaza todas las ofertas recibidas en relación con la Solicitud # 4.25 para servicios de limpieza de edificios

19. Resolution No. 197 - 2025 - Purchase of 75 Wisner Avenue

Resolution to authorize the conveyance of real property known as 75 Wisner Avenue (Section 25, Block 4, Lot 25) at private sale to Miguel Trinidad Cahuasi for the amount of \$200,000.00

Resolución que autoriza la transmisión de los bienes raíces conocidos como 75 Wisner Avenue (Sección 25, Manzana 4, Lote 25) en venta privada a Miguel Trinidad Cahuasi por el monto de \$200,000.00

20. Resolution No. 198 - 2025 - Purchase of 85 Fowler Avenue

Resolution to authorize the conveyance of real property known as 85 Fowler Avenue (Section 13, Block 7, Lot 15) at private sale to Lyndsie Maegan Nosek for the amount of \$50,000.00

Resolución que autoriza la transmisión de los bienes raíces conocidos como 85 Fowler Avenue (Sección 13, Manzana 7, Lote 15) en venta privada a Lyndsie Maegan Nosek por el monto de \$50,000.00

21. Resolution No. 199 - 2025 - Amendment to Site Development Agreement - 140 Montgomery Street, 146 Montgomery Street, and 137 Smith Street

Resolution authorizing the City Manager to execute an amendment to a Site Development Agreement with The Kearney Realty & Development Group, Inc. for the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1)

Resolución que autoriza al Gerente de la Ciudad a firmar una enmienda al

acuerdo de desarrollo de área con The Kearney Realty & Development Group, Inc. para la transferencia y nuevo desarrollo de las propiedades ubicadas en 137 Smith Street (Sección 12, Bloque 4, Lote 4.1), 140 Montgomery Street (Sección 12, Manzana 4, Lote 10) y 146 Montgomery Street (Sección 12, Manzana 4, Lote 2.1)

22. Resolution No. 200 - 2025 - Orange-Ulster BOCES agreement for storage of archived municipal records and microfilmed records

Resolution authorizing the City Manager to enter into an agreement with Orange-Ulster BOCES for the storage of archived municipal records and municipal records on microfilm

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con Orange-Ulster BOCES para el almacenamiento de registros municipales archivados y registros municipales en microfilm

23. Resolution No. 201 - 2025 - Resolution to Renew Subscription with DroneSense

Resolution authorizing an agreement with DroneSense, Inc. for subscription-based licenses and related services at a total cost of \$33,222.00 for a three-year term

Resolución que autoriza un acuerdo con DroneSense, Inc. para licencias por suscripción y servicios relacionados por un costo total de \$33,222.00 por un término de tres años

24. Resolution No. 202 - 2025 - Resolution to Enter into Contract with APCO International

Resolution authorizing the City Manager to accept a proposal and execute a contract with the Association of Public Safety Communications Officials International for public safety telecommunicator training to City of Newburgh emergency dispatchers at a cost of \$8,200.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con la Asociación Internacional de Funcionarios de Comunicaciones de Seguridad Pública para proporcionar entrenamiento en telecomunicaciones de seguridad pública a los despachadores de emergencias de la Ciudad de Newburgh, a un costo de \$8,200.00

25. Resolution No. 203 - 2025 - Newburgh-Beacon Ferry Service Restoration

Resolution of the City of Newburgh calling for immediate restoration and expansion of ferry service and alignment with State housing, climate, and mobility goals

Resolución de la ciudad de Newburgh que pide la restauración y expansión inmediata del servicio de ferry y la alineación con los objetivos estatales de vivienda, clima y movilidad

26. Resolution No. 204 - 2025 - Authorizing Settlement of In Rem Property for 149 Broadway

A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2013 related to property known as 149 Broadway (Section 36, Block 2, Lot 11)

Una resolución que autoriza el acuerdo de litigación relativo a la ejecución de embargos fiscales reales para el año 2013 en relación con la propiedad conocida como 149 Broadway (Sección 36, Bloque 2, Lote 11)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 184-2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK
TO ADD ONE DEPUTY SUPERINTENDENT OF PUBLIC WORKS POSITION
IN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Commissioner of Public Works proposes to add one Deputy Superintendent of Public Works position in the Department of Public Works; and

WHEREAS, the City Council has determined that adding one Deputy Superintendent of Public Works position in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2025 be amended to add one Deputy Superintendent of Public Works position in the Department of Public Works.

RESOLUTION NO.: 185-2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK
TO ADD ONE LABOR SUPERVISOR POSITION ON A TEMPORARY BASIS
IN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Commissioner of Public Works notified the City Manager that due to a long term leave of absence, the Department of Public Works will need an additional individual to perform the duties of “Labor Supervisor”; and

WHEREAS, the creation of the additional Labor Supervisor position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Labor Supervisor position in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2025 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of “Labor Supervisor” in the Department of Public Works.

RESOLUTION NO.: 186 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY, ACCEPTING THE FULL ENVIRONMENTAL
ASSESSMENT FORM AND ISSUING A NEGATIVE DECLARATION PURSUANT TO
THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) FOR
THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND
RENWICK STREET PROJECT**

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

WHEREAS, by Resolution No. 151-2025 of July 14, 2025, the City Council of the City of Newburgh declared its intent to be Lead Agency, classified the project as a Type I action, proposed to accept Part 1 of a Full Environmental Assessment Form (“FEAF”), and circulated the FEAF to the “Involved Agencies” and “Interested Agencies” in accordance with the State Environmental Quality Review Act (“SEQRA”) with respect to the Project; and

WHEREAS, the City of Newburgh has considered Parts 2 and 3 of the FEAF and taken a full look at the environmental impacts of the Project and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, in compliance with SEQRA, the City Council of the City of Newburgh does hereby:

1. Declares the City Council of the City of Newburgh as Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Accepts Part 1, Part 2 and Part 3 of the Full Environmental Assessment Form (“FEAF”) attached hereto; and
3. Issues a Negative Declaration for the Project in accordance with SEQRA requirements.

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

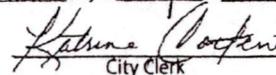
WHEREAS, in compliance with SEQRA, a Part 1 of the Full Environmental Assessment Form (FEAF) has been completed and must be circulated to all Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA review of the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

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 July 14, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this
14th day of July, 2025


City Clerk

**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 1 is 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 Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City of Newburgh	
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Orange County DOH	September 2026
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Pallisades Interstate Park Commission	September 2026
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC, NYSEFC, NYSDOS, NYSED, NYSOPRHP	June 2025/September 2026
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
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 (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (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.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am-10pm _____ • Saturday: _____ Not applicable _____ • Sunday: _____ Not applicable _____ • Holidays: _____ Not applicable _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • 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 _____

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p>		
Indiana Bat	Northern Long-eared Bat	Tricolored Bat
Monarch butterfly	Small Whorled Pogonia	
<p>n. Does the project site contain a designated significant natural community? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>Tidal River</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: NYSDEC Environmental Resources Mapper</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ 74248.64 acres • Following completion of project as proposed: _____ 74248.64 acres • Gain or loss (indicate + or -): _____ 0 acres 		
<p>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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>Shortnose Sturgeon, Atlantic Sturgeon</p>		
<p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p>		
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>		
<p>E.3. Designated Public Resources On or Near Project Site</p>		
<p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>		
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>		
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>		
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>		

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 five 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.

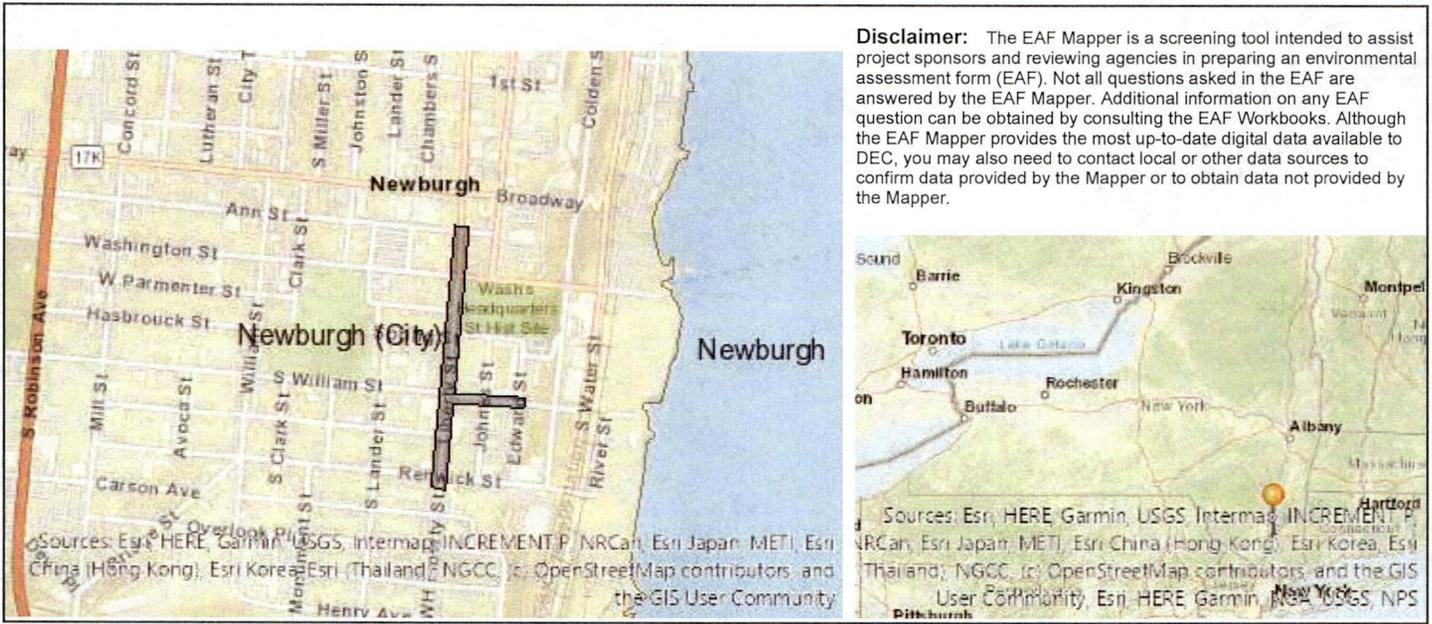
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Todd Venning Date 7/15/25

Signature _____ Title City Manager & CEO



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

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

Agency Use Only [If applicable]
 Project : Reconstruction of Liberty Street from Annapolis to
 Date : 8/26/2025

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. NO YES
(See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

See attachment.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
NYSDEC Threatened and Endangered Species Database (EAF Mapper), USFWS IPaC tool for Threatened and Endangered Species, and NYSDEC Spill
and Remediation Database.

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

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

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

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

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

Name of Action: Reconstruction of Liberty Street from Ann Street to Renwick Street

Name of Lead Agency: City of Newburgh

Name of Responsible Officer in Lead Agency: Todd Venning

Title of Responsible Officer: City Manager

Signature of Responsible Officer in Lead Agency: _____ Date: _____

Signature of Preparer (if different from Responsible Officer)  A.J. Brooks, PE, Arcadis of New York, Inc. Date: 8/26/2025

For Further Information:

Contact Person: Jason C Morris, Commissioner of Public Works and City Engineer

Address: 83 Broadway, Newburgh, New York 12550

Telephone Number: (845) 569-7448

E-mail: jmorris@cityofnewburgh-ny.gov

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

ATTACHMENT A

Part III Documentation for Determination of Significance of the City of Newburgh Reconstruction of Liberty Street from Ann Street to Renwick Street

Documentation

Full EAF Part III – Determination of the Magnitude and Importance of Project Impacts and Determination of Significance

The numbers below correspond to the impact questions in FEAF Part II:

1. **IMPACT ON LAND** – The proposed action will occur on Liberty Street between Ann and Renwick Street. It is anticipated that the new storm sewer and water line replacement will be constructed via open cut excavation with slopes that range from approximately 3-25%. This action may result in increased erosion during construction. To mitigate the impacts of erosion from surface runoff, Best Management Practices (BMP) for erosion and sediment controls will be incorporated to reduce the potential for significant erosion during construction. To the extent possible, excavated materials will be reused to minimize impact to the project area. Therefore, the proposed action is anticipated to have a small adverse impact on the land surface.

7. **IMPACT ON PLANTS AND ANIMALS** – No critical habitats are located in the project area; however, the United States Fish and Wildlife Service inventory identified the following species that could potentially be impacted by the project: Indiana Bat (*Myotis sodalis*), Northern Long-eared Bat (*Myotis septentrionalis*), Tricolored Bat (*Perimyotis subflavus*), Monarch Butterfly (*Danaus plexippus*), and Small Whorled Pogonia (*Isotria medeoloides*). However, the proposed construction on Liberty Street will be contained to the roadway and the road right-of-way. Therefore, it is anticipated that there will be no impacts as a result of this project.

9. **IMPACT ON AESTHETIC RESOURCES** – This project includes the replacement of existing sidewalks on each side of Liberty Street, and full depth reconstruction of the roadway between Ann Street and Renwick Street. During construction there will be a moderate impact on the accessibility of local businesses and parking. However, these streetscape improvements will result in an improved aesthetic appearance and provide greater accessibility to businesses, increased parking, and improved walking areas.

10. **IMPACT ON HISTORIC AND ARCHEOLOGICAL RESOURCES** - This project spans from Ann Street to Renwick Street. This area has been previously disturbed when the combined sewer, roadway, and sidewalks were originally constructed. The replacement of sidewalk and full depth restoration occurs at the entrance to Washington's Headquarters State Historic Site. A Phase IA archeological survey and a Phase IB archeological field test will be required because the project is in an archaeologically sensitive area. Conducting these surveys and tests will help mitigate any

impact on archeological resources during construction. Therefore, it is expected that the proposed action will result in little to no impact to archeological resources. There will be a moderate impact to the accessibility of this tourist destination during construction. After construction, accessibility to the state park will be improved due to increased parking and improved walking areas.

15. IMPACT ON NOISE, ODOR, & LIGHT – Construction operation may result in temporary noise increase due to the use of construction equipment and increased activity levels related to construction. However, once construction is completed, noise levels should return to existing levels found in and around the project site. Construction will be limited to weekdays between the hours of 7AM and 7PM. Lighting will not be added as part of this project and new odors should not be generated. Therefore, impact on noise, light, and/or odors is limited to construction and will be limited by engineering controls to the greatest extent possible. There will be no impacts during operation as a result of this action.

16. IMPACT ON HUMAN HEALTH – The proposed action along Liberty Street from Ann Street to Renwick Street is located within 1,500 feet of 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 and South Middle School. However, the construction of the separate storm sewer, water line replacement, sidewalks, full depth roadway restoration and green infrastructure practices will not impact these facilities. Excavated materials that cannot be reused as well as construction debris will be disposed of in accordance with applicable laws and regulations. Excavation work will be contained within the street and sidewalk areas where the separate storm sewer and waterline are being constructed. BMPs and good housekeeping will be used to reduce and control dust and odors. Therefore, there will be no adverse impact on human health.

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

September 8, 2025

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on September 8, 2025, at _____ o'clock P.M. (Prevailing Time).

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

Councilpersons:

There were absent:

Also present: Katrina Cotten, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. 187 - 2025

OF

SEPTEMBER 8, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED SEPTEMBER 8, 2025, AUTHORIZING FINANCING FOR THE CONSTRUCTION OF NEW SEWER, STORMWATER AND STREETScape INFRASTRUCTURE ALONG LIBERTY STREET BETWEEN ANN STREET & RENWICK STREET IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$30,600,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$30,600,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recitals

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP");

WHEREAS, pursuant to a Modification Order on Consent approving a Schedule of Compliance for Phases I through V of the LTCP, the City is constructing new sewer, stormwater and streetscape infrastructure along Liberty Street between Ann Street & Renwick Street in the City (the “Liberty Street Reconstruction Project”) as part of Phase II of the LTCP, all as further described in the preliminary engineering report entitled “Liberty Street Reconstruction” prepared May 2025 for the City by Arcadis of New York, Inc. and on file in the office of the City Clerk;

WHEREAS, by resolution No. __-2025 adopted on September 8, 2025, the City Council has determined that the Liberty Street Reconstruction Project constitutes a “Type I” action pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, “SEQRA”), a complete Full Environmental Assessment Form was prepared and accepted by the City Council and a negative declaration finding that the Liberty Street Reconstruction Project will not have a significant effect on the environment was issued; and

WHEREAS, the City has been awarded or expects to receive grants and/or other funds from the United States of America, the State of New York and/or other sources to pay a like portion of the estimated cost of the Liberty Street Reconstruction Project.

NOW, THEREFORE,

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

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the “City”), is hereby authorized to finance the cost of design and construction of new

sewer, stormwater and streetscape infrastructure along Liberty Street between Ann Street & Renwick Street in the City, consisting of new connected green infrastructure elements with underdrains connected to a new separate storm sewer, as further described in the preliminary engineering report entitled “Liberty Street Reconstruction” prepared May 2025 for the City by Arcadis of New York, Inc. The estimated maximum cost of said Liberty Street Reconstruction Project, including preliminary costs and costs incidental thereto and to the financing thereof, is \$30,600,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of not to exceed \$30,600,000 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and the application of any grant monies received or expected to be received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation (“EFC”) or from any other source to be expended towards the cost of the Liberty Street Reconstruction Project or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of \$30,600,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed \$30,600,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

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

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing

agreements for credit enhancement, are hereby delegated to the Director of Finance, the chief fiscal officer of the City. Further, in connection with bonds and bond anticipation notes issued under the authority of Section 2 hereof, the power to contract with and sell bonds and bond anticipation notes to EFC pursuant to Section 169.00 of the Law and to approve the terms, form and content of such bonds and bond anticipation notes, consistent with the provisions of the Law, is hereby delegated to the Director of Finance. The Director of Finance is hereby further authorized to submit an application and execute, on behalf of the City, a project financing and/or loan agreement, and any other agreements with EFC, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a serial bond, and, or a bond anticipation note issue in the event of the sale of same to EFC.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, which shall be deemed repealed on August 30, 2025, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

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

expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

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

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

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

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

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Mid Hudson Times,*” and “*The Hudson Valley Press,*” two newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The resolution was declared adopted.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on September 8, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of September, 2025.

(SEAL)

City Clerk

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

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on September 8, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

KATRINA COTTEN
City Clerk

RESOLUTION NO. _____ OF 2025

BOND RESOLUTION DATED SEPTEMBER 8, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED SEPTEMBER 8, 2025, AUTHORIZING FINANCING FOR THE CONSTRUCTION OF NEW SEWER, STORMWATER AND STREETScape INFRASTRUCTURE ALONG LIBERTY STREET BETWEEN ANN STREET & RENWICK STREET IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$30,600,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$30,600,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of the construction of new sewer, stormwater and streetscape infrastructure along Liberty Street between Ann Street & Renwick Street in the City, consisting of new connected green infrastructure elements with underdrains connected to a new separate storm sewer, as further described in the preliminary engineering report entitled "Liberty Street Reconstruction" prepared May 2025 for the City by Arcadis of New York, Inc., including preliminary costs and costs incidental thereto and to the financing thereof, at the total estimated maximum cost of \$30,600,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: \$30,600,000

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

Dated: September 8, 2025
Newburgh, New York

RESOLUTION NO.: 188 - 2025

OF

SEPTEMBER 8, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION 2025 WATER INFRASTRUCTURE IMPROVEMENT PROGRAM GRANT FOR THE LIBERTY STREET SEWER SEPARATION BETWEEN ANN STREET AND RENWICK STREET PROJECT (LTCP PHASE II) IN THE AMOUNT OF \$25,000,000.00 OR 25% OF NET ELIGIBLE PROJECT COSTS

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 Water Infrastructure Improvement Grant Program which provides funding for water quality infrastructure projects at municipally-owned sewage treatment works for construction, replacement or repair of infrastructures and/or system upgrades to address combined and/or sanitary sewer overflow impacts from sustained rain events; and

WHEREAS, the City proposes to apply for funding in the amount of \$25,000,000.00 or 25% of net eligible Project costs, with the grant match to 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 Water Infrastructure Improvement Program Grant in the amount of \$25,000,000.00 or 25% of net eligible Project costs 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).



Environmental Facilities Corporation | Department of Health

GRANT SUMMARY

New York State Water Infrastructure Improvement (WIIA) & Intermunicipal Water Infrastructure Grant (IMG) Programs

OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering \$325 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect public health and/or water quality. EFC and the New York State Department of Health (DOH) will evaluate all project applications received by the due date (**5:00 p.m. on Friday, September 12, 2025**) based on certain factors: protection of public health and water quality; median household income; population served; governmental and community support; environmental justice and disadvantaged community considerations; and the readiness of the project to proceed.

PROGRAM CHANGES:

The following change has been made for this round of WIIA/IMG grant funding:

- For Drinking Water projects, all projects may be awarded up to 70% of net eligible project costs.
- For Clean Water projects, a municipality is limited to a maximum of \$25 million in grant; a municipality is limited to no more than two project awards.

AVAILABLE FUNDING

WIIA Clean Water Projects

An applicant with an eligible clean water project(s) may receive WIIA grant funding as described below:

- A *project*, which includes all phases of the project, may be awarded the lesser of \$25 million or 25% of net eligible project costs (total eligible project costs less any third-party grants awarded for the project) estimated at the time of application.
- Any awarded grants administered through EFC will not impact net eligible project cost calculations.

A Clean Water project serving a small, rural, and disadvantaged community with a population of 3,500 or less may qualify for an enhanced WIIA award that will fund **50%** of net eligible project costs up to \$25 million. To qualify for the enhanced WIIA award, the community must meet the hardship criteria as defined in the [2025 Clean Water Hardship Policy](#)¹.

¹ Municipalities will be evaluated based on the criteria set forth in the 2025 Clean Water Hardship Policy using the Statewide MHI set forth in the 2023 American Communities Survey. The 2023 ACS Statewide MHI for New York State is \$84,578 which is adjusted for certain counties by a Regional Cost Factor (RCF).

No more than two projects per municipality can be awarded in the current round. If a municipality applies for more than one project during the current round, EFC will prioritize the awards based on the scores of the projects until the projects have received 25% of net eligible project costs or the \$25 million cap per municipality has been reached.

WIIA Drinking Water Projects

An applicant with an eligible drinking water project may receive WIIA grant funding as described below:

- A project addressing one or more of the emerging contaminants (EC) PFOA, PFOS, or 1,4-dioxane above the current New York State Maximum Contaminant Level (MCL) may be awarded 70% of net eligible project costs with no cap.
- A project addressing an EC below a current New York State MCL may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- All other projects not addressing an EC, which include all phases of the project, may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- A Municipality may apply for a WIIA grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year, unless they have a project(s) that address one or more of the ECs PFOA, PFOS, or 1,4-dioxane above the current New York State MCL.

Excluding EC projects, municipalities are limited to \$5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grant, DWSRF Infrastructure Investment and Jobs Act (IIJA, formerly referred to as the Bipartisan Infrastructure Law, or BIL) General Supplemental grant, and WIIA grants annually.

IMG Clean Water and Drinking Water Projects

Cooperating municipalities with an eligible project may receive an IMG grant award as described below:

- The lesser of \$30 million or 40% of net eligible project costs.

A municipality is limited to receiving one IMG grant per year.

ELIGIBILITY REQUIREMENTS

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, 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, 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.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works² OR municipally-owned public water systems³ for:

- Construction, replacement, or repair of infrastructure; or
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat one or more EC, such as PFOA, PFOS and 1,4 dioxane; and
- System upgrades to address combined and/or sanitary sewer overflow impacts from sustained rain events.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2023 for construction of the project;
- Not have completed construction before September 12, 2025; and
- Include the applicable EFC terms and conditions in all contracts.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
 - More than one municipality jointly undertaking a capital improvement project,
 - Consolidation of intermunicipal facilities,
 - Joint upgrades to shared water quality infrastructure,
 - Regional wastewater or water facilities, or
 - Interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the financing and implementation of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities.

PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity (EEO), service-disabled veteran-owned business (SDVOB) participation, smart growth, and environmental review.

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance. These requirements include procurement of

² Sewage treatment works as defined in ECL § 17-1903.

³ Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.

Architectural/Engineering (A/E) services, American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC's program requirements and must include the required contractual language from the applicable [Terms and Conditions](#) in all contracts. Any contracts that do not include the required contractual language, including those executed prior to grant application, will be disqualified from funding.

Additional information on program requirements is available on EFC's website at www.efc.ny.gov, including EFC's terms and conditions and the current Intended Use Plans for the SRF programs.

Please Note: Projects co-funded with IJJA federal grant or loan funds are subject to additional federal programmatic requirements.

APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC no later than 5:00 p.m. on **Friday, September 12, 2025**:

- Engineering Report⁴, including a current project schedule and budget
- Complete Environmental Review Documentation
- State Historic Preservation Office (SHPO) Project Review Determination Letter
- Proof of filing of the most recent Annual Financial Report (AFR)
- Bond/Authorizing Resolution⁵:
 - *Bond Resolution:* If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing, and appropriating the local match source.
 - *Authorizing Resolution:* If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes the undertaking of the project and the total funding appropriated for the project, including the appropriation of any local match source. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.

⁴ The Engineering Report for projects must conform to EFC's Engineering Report Outline for [clean water projects](#) and [drinking water projects](#).

⁵ For certain WIIA/IMG Grant Only applications (e.g., sewer or water districts), please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, an authorizing resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

- If the project is under construction, provide executed construction contract(s) that include the applicable EFC terms and conditions.
- If applying for IMG, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the funding and implementation of the project and prescribing the responsibilities of all parties in relation to the project.
- If seeking SRF financing in addition to grant funds, a complete SRF Financing Application.

Applications must be submitted using the online Application Form located on EFC's website at www.efc.ny.gov/WIIA. Applications that are submitted without all required information and documentation will be deemed unacceptable and will not be processed. Even if you believe the same documentation has been submitted before, you must include the documentation with the application.

CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Máire Cunningham
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Phone: (518) 402-6924
E-mail: NYSWaterGrants@efc.ny.gov



City of Newburgh

GRANT APPLICATION FORM

JUL 1 2025 

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		
<p>NAME OF PROJECT FOR GRANT: Liberty Street Reconstruction, between Ann Street and Renwick Street (LTCP Phase-II)</p>	<p>NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department</p>	<p>NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer</p>
<p>NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (NYSEFC) – 2025 Water Infrastructure Improvement Program (WIIA)</p>	<p>GRANT SUBMITTAL DATE: September 12, 2025</p>	<p>AMOUNT OF AWARD: Up to \$25 million or 25% of eligible costs, whichever is less</p>
<p>MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, remainder of project costs above and beyond the 25% (approximately \$23.25 million) or less if other grant awards are obtained. 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.</p>	<p>AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to \$23.25 million in matching funds for this specific grant if the City is awarded full grant amount. Total project costs are estimated at \$31 million</p>	<p>(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Requires a completed Engineering Report, Completed SEQRA, SHPO Documentation, Proof of AFR submission, Bond Resolution & Completed SRF Financing Resolution.</p>



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: YES

COMMENTS:

N/A

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

N/A

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

N/A

ANY ADDITIONAL COMMENTS:

asst.

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE:

asst.

DATE:

07/01/25



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: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

August 7, 2025 WS

August 11, 2025 Council meeting

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

RESOLUTION NO.: 189 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY, ACCEPTING THE FULL ENVIRONMENTAL
ASSESSMENT FORM AND ISSUING A NEGATIVE DECLARATION PURSUANT TO
THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) FOR
THE WEST TRUNK SEWER REHABILITATION CONTRACT NO. 3 PROJECT**

WHEREAS, the City of Newburgh is undertaking the West Trunk Sewer Rehabilitation Contract No. 3 Project (the “Project”); and

WHEREAS, by Resolution No. 154-2025 of July 14, 2025, the City Council of the City of Newburgh declared its intent to be Lead Agency, classified the project as an Unlisted action, proposed to accept Part 1 of a Full Environmental Assessment Form (“FEAF”), and circulated the FEAF to the “Involved Agencies” and “Interested Agencies” in accordance with the State Environmental Quality Review Act (“SEQRA”) with respect to the Project; and

WHEREAS, the City of Newburgh has considered Parts 2 and 3 of the FEAF and taken a full look at the environmental impacts of the Project and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, in compliance with SEQRA, the City Council of the City of Newburgh does hereby:

1. Declares the City Council of the City of Newburgh as Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Accepts Part 1, Part 2 and Part 3 of the Full Environmental Assessment Form (“FEAF”) attached hereto; and
3. Issues a Negative Declaration for the Project in accordance with SEQRA requirements.

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

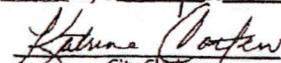
WHEREAS, in compliance with SEQRA, a Part 1 of the Full Environmental Assessment Form (FEAF) has been completed and must be circulated to all Involved Agencies for establishing the City Council as "Lead Agency" in accordance with 6 NYCRR Part 617.6 for the purpose of conducting a SEQRA review of the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

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 July 14, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this
14th day of July 2025


City Clerk

**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 1 is 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, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City of Newburgh	
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC, NYSEFC, NYS SHPO, NYSDOS	June 2025 (SHPO) / NYSDEC/DOS/EFC (July 2026)
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
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 (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (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.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7am-10pm _____ • Saturday: _____ Not applicable _____ • Sunday: _____ Not applicable _____ • Holidays: _____ Not applicable _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • 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 five 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.

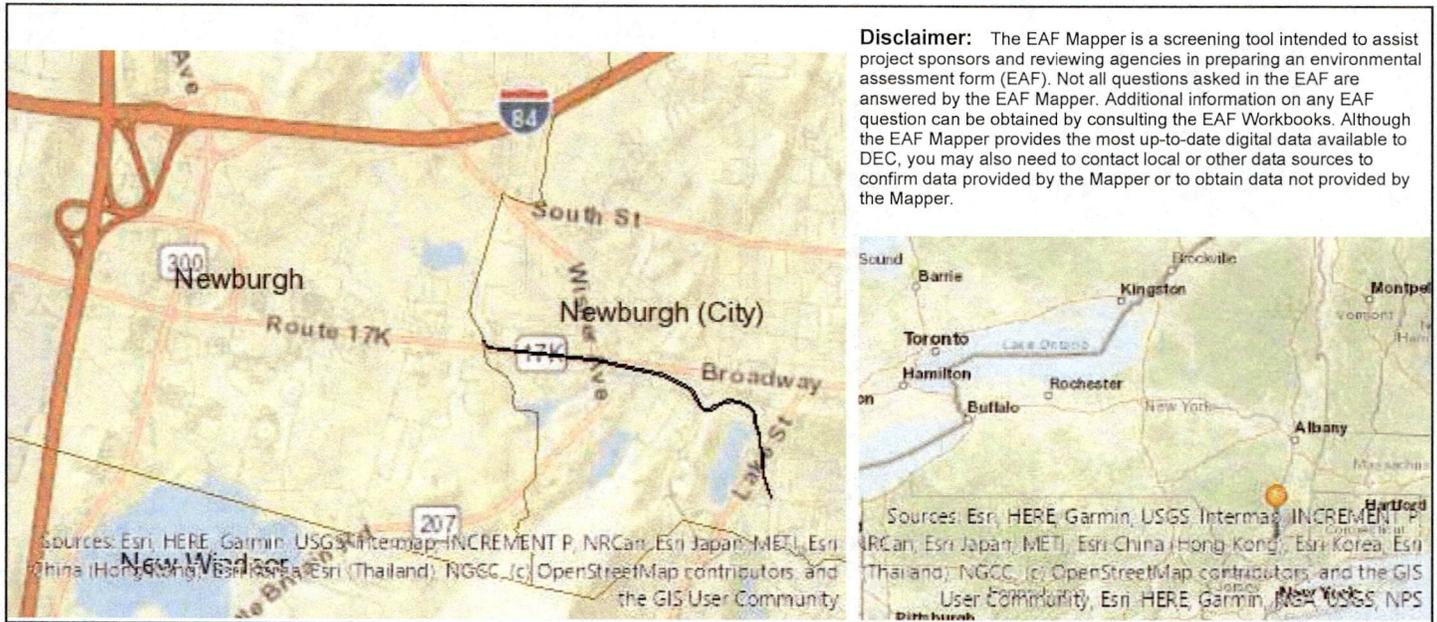
G. Verification

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

Applicant/Sponsor Name Todd Venning Date 7/15/25

Signature _____ Title City Manager & CEO

PRINT FORM



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:
Project Code: 2025-0103010
Project Name: West Trunk Sewer

05/29/2025 16:27:18 UTC

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,-74.0327047,1796273,14z>



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 Fisheries¹, 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 <i>Myotis sodalis</i> 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 <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> 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 <i>Danaus plexippus</i> 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 <i>Isotria medeoloides</i> 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.

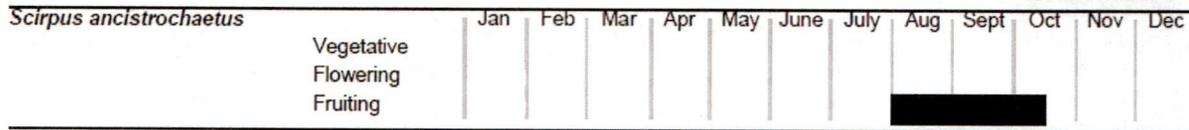
YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

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

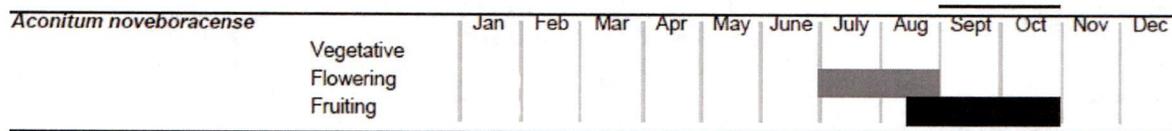
Northeastern bulrush

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.



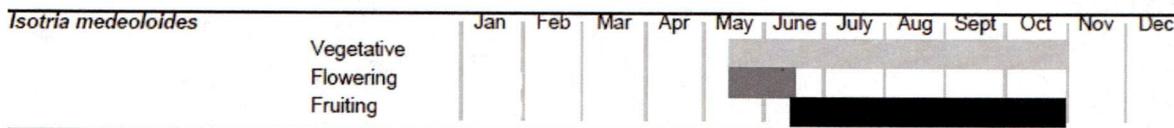
Northern wild monkshood

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

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

Agency Use Only [If applicable]
 Project : West Trunk Rehabilitation - Contract No. 3
 Date : 8/26/2025

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding.
 (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

See attachment.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
NYSDEC Threatened and Endangered Species Database (EAF Mapper), USFWS IPaC tool for Threatened and Endangered Species, and NYSDEC Spill
and Remediation Database.

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

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

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

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

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

Name of Action: West Trunk Sewer Rehabilitation - Contract No. 3

Name of Lead Agency: City of Newburgh

Name of Responsible Officer in Lead Agency: Todd Venning

Title of Responsible Officer: City Manager

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

A.J. Brooks, PE, Arcadis of New York, Inc.

Date:

8/26/2025

For Further Information:

Contact Person: Jason C Morris, Commissioner of Public Works and City Engineer

Address: 83 Broadway, Newburgh, New York 12550

Telephone Number: (845) 569-7448

E-mail: jmorris@cityofnewburgh-ny.gov

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

ATTACHMENT A

Part III Documentation for Determination of Significance of the City of Newburgh West Trunk Rehabilitation - Contract No. 3

Documentation

Full EAF Part III – Determination of the Magnitude and Importance of Project Impacts and Determination of Significance

The numbers below correspond to the impact questions in FEAF Part II:

1. **IMPACT ON LAND** – The majority of the proposed action will be completed by means of trenchless technologies to line the existing sewer system which will result in no impact to the land surface. However, a portion of the project includes the replacement of approximately 200 linear feet of the 54-inch portion of sewer along the Quassaick Creek (between the Muchattoes Lake and 463 Broadway). It is anticipated that this portion will be constructed using open cut excavation on approximately 3-8% slopes. To the extent possible, excavated materials will be reused to minimize impact to the project area. Therefore, the proposed action is anticipated to have a small impact on the land surface.

3. **IMPACT ON SURFACE WATER** –The process of lining the sewer will have no impact on surface water bodies. However, due to the close proximity to the Quassaick Creek and Muchattoes Lake, the replacement of approximately 200 linear feet of sewer by open cut excavation may cause temporary impacts until the ground surface is permanently stabilized. The proposed action is anticipated to be completed by means of open cut excavation. This could result in a moderate impact to surface water if not properly mitigated. To mitigate impacts on the adjacent surface water features, the use of Best Management Practices (BMP) for erosion and sediment controls will be implemented to considerably reduce the potential for significant erosion during construction. These measures will be detailed in the Construction Contract Documents.

5. **IMPACT ON FLOODING** – A portion of the project area is located within the 100-year floodplain, as delineated by the Flood Insurance Rate Map (FIRM), map number 36071C0332E published by the Federal Emergency Management Agency (FEMA) with the effective date of August 3, 2009. Due to the limited area and scope of the project within this area, it is anticipated that there may be a small impact on flooding.

7. **IMPACT ON PLANTS AND ANIMALS** – No critical habitats are located in the project area; however, The U.S. Fish and Wildlife Service inventory identified potential presence of following species that could potentially be impacted by the project: Indiana Bat (*Myotis sodalis*), Northern Long-eared Bat (*Myotis septentrionalis*), Tricolored Bat (*Perimyotis subflavus*), Monarch Butterfly (*Danaus plexippus*), and Small Whorled Pogonia (*Isotria medeoloides*). Tree clearing will occur where open cut excavation is required. This project will require environmental permitting and tree clearing may be limited to a certain window so as to not impact the habitats of the identified species. Therefore, it is anticipated that there will be little to no impact on listed species as a result of this project.

10. IMPACT ON HISTORIC AND ARCHEOLOGICAL RESOURCES – The project area spans a large section of sewer from Walsh Road and Dickson Street to Broadway and Wisner Avenue in the City of Newburgh. However, ground disturbance will be confined to an approximately 200 linear feet section behind the Independent Square Apartments, located at 11 Washington Terrace. This area was previously disturbed when the West Trunk Sewer was originally constructed. Therefore, it is expected that the proposed action will result in no impact on historic or archeological resources.

15. IMPACT ON NOISE, ODOR, & LIGHT – Construction operation may result in temporary noise increase due to the use of construction equipment and increased activity levels related to construction. However, once construction is completed noise levels will return to existing levels found in and around the project site. Construction will be limited to weekdays between the hours of 7:00 a.m. and 7:00 p.m. No new permanent lighting is proposed, and no odors beyond typical sanitary sewer construction are expected. Therefore, no impacts related to noise, light, or odors are anticipated during construction or operation.

16. IMPACT ON HUMAN HEALTH – The proposed action is located within 1,500 feet of 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, and West Street School. However, the construction of the 200 linear foot section of sewer will not impact these facilities. Excavated materials unable to be reused as well as construction debris will be disposed of in accordance with applicable local, state, and federal regulations. All excavation work will be contained within the 200 linear foot area where the sewer is being replaced. Therefore, there will be no impact on human health.

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

September 8, 2025

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on September 8, 2025, at _____ o'clock P.M. (Prevailing Time).

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

There were absent:

Also present: Katrina Cotten, City Clerk

* * *

_____ offered the following resolution and moved its
adoption:

RESOLUTION NO. 190 - 2025

OF

SEPTEMBER 8, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED SEPTEMBER 8, 2025, AUTHORIZING FINANCING FOR THE WEST TRUNK SEWER REHABILITATION – CONTRACT NO. 3 PROJECT, STATING THE ESTIMATED TOTAL COST THEREOF IS \$17,600,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$17,600,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED BY THE CITY FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY’S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

Recital

WHEREAS, by resolution No. ___-2025 adopted on September 8, 2025, the City Council has determined that the West Trunk Sewer Rehabilitation – Contract No. 3 Project constitutes an “Unlisted” action pursuant to the provisions of the New York State Environmental Quality Review Act and the regulations promulgated thereunder and contained within 6 NYCRR Part 617 (collectively, “SEQRA”), a complete Full Environmental Assessment Form was

prepared and accepted by the City Council and a negative declaration finding that the West Trunk Sewer Rehabilitation – Contract No. 3 Project will not have a significant effect on the environment was issued;

NOW, THEREFORE,

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

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the “City”), is hereby authorized to finance the cost of the West Trunk Sewer Rehabilitation – Contract No. 3 Project, consisting of design, rehabilitation and reconstruction of the existing West Trunk Sewer, as further described in the preliminary engineering report entitled “West Trunk Inflow and Infiltration Study” prepared May 2025 and revised July 2025 for the City by Arcadis of New York, Inc. The estimated maximum cost of said West Trunk Sewer Rehabilitation – Contract No. 3 Project, including preliminary costs and costs incidental thereto and to the financing thereof, is \$17,600,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of not to exceed \$17,600,000 bonds of the City and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of and interest on said bonds and notes, and the application of any grant monies received by the City from the United States of America, the State of New York, including the Environmental Facilities Corporation (“EFC”) or from any other source to be expended towards the cost of the West Trunk Sewer Rehabilitation

Project or redemption of the bonds or notes issued therefor or to be budgeted as an offset to the taxes to be levied and collected for the payment of such principal and interest.

Section 2. Bonds of the City in the principal amount of \$17,600,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The period of probable usefulness of the specific object or purpose for which said not to exceed \$17,600,000 bonds herein authorized are to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

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

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

redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

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

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, which shall be deemed repealed on August 30, 2025, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

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

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

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution or a summary hereof, are not substantially complied with,

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

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

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with

a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Mid Hudson Times,*” and “*The Hudson Valley Press,*” two newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The resolution was declared adopted.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, KATRINA COTTEN, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on September 8, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of September, 2025.

(SEAL)

City Clerk

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

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on September 8, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

KATRINA COTTEN
City Clerk

RESOLUTION NO. _____ OF 2025

BOND RESOLUTION DATED SEPTEMBER 8, 2025

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED SEPTEMBER 8, 2025, AUTHORIZING FINANCING FOR THE WEST TRUNK SEWER REHABILITATION – CONTRACT NO. 3 PROJECT, STATING THE ESTIMATED TOTAL COST THEREOF IS \$17,600,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$17,600,000 BONDS TO FINANCE SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED BY THE CITY FROM THE UNITED STATES OF AMERICA, THE STATE OF NEW YORK OR FROM ANY OTHER SOURCE TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY’S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of the West Trunk Sewer – Contract No. 3 Rehabilitation Project, consisting of design and rehabilitation and reconstruction of the existing West Trunk Sewer, as further described in the preliminary engineering report entitled “West Trunk Inflow and Infiltration Study” prepared May 2025 and revised July 2025 for the City by Arcadis of New York, Inc., including preliminary costs and costs incidental thereto and to the financing thereof, at the total estimated maximum cost of \$17,600,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: \$17,600,000

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

Dated: September 8, 2025
Newburgh, New York

RESOLUTION NO.: 191 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT FOR
INTERIM SUPPORT SERVICES TO THE AGREEMENT WITH WSP USA INC.
AT A COST OF \$219,605.00 IN
THE WALSH ROAD BRIDGE OVER QUASSAICK CREEK REPLACEMENT PROJECT
(BIN 2223620/PIN 8761.40)**

WHEREAS, the City of Newburgh has undertaken a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the “Project”) by approving a Master Federal Aid Local Project Agreement with the New York State Department of Transportation (“NYSDOT”); and

WHEREAS, the City Council approved agreements with WSP USA, Inc. for professional engineering services for the design, preliminary engineering, and right-of-way acquisition services for the Project; and

WHEREAS, by Resolution No. 222-2023 of November 13, 2023 and Resolution No. 8-2025 of January 27, 2025, the City council approved contracts adding construction inspection services for the Project to satisfy the federal requirement of maintaining complete oversight during construction to ensure the project is completed according to the plans and specifications; and

WHEREAS, WSP USA Inc. has submitted a proposal and engineering consultant contract for interim support services including additional survey and field work and extending the estimated project completion date; and

WHEREAS, the funding for the additional construction inspection services in the amount of \$219,605.00 shall be derived from the City's allocation of NYSDOT Touring Route Funds; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute n engineering consultant contract with WSP USA Inc. for interim support services related to the Walsh Road Bridge over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40) at a cost of \$219,605.00.

Engineering Consultant Contract
--

PIN 8761.40 Municipal Contract No. _____

Agreement made this ____ day of _____, **2025** by and between

The City of Newburgh

having its principal office at 83 Broadway, in the City of Newburgh, NY,
(to be known throughout this document as the "**Sponsor**")

and

WSP USA Inc. with its office at 500 Summit Lake Drive, Suite 450, Valhalla, NY
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as ***PINs 8761.40 Replacement of the Walsh Road Bridge over Quassaick Creek*** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Mr. Todd Venning**, City Manager, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B" In performing the services under this Agreement, Consultant will use the degree of care and skill ordinarily exercised under similar circumstances by members of similar profession at the same location during the same time period subject to this Agreement ("Standard of Care").

2.2 The Consultant shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the Consultant, and the Consultant agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Net Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE / AMT or %	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> • Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> • The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. • Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which	Salvage value	

Q3.1 Cost Plus Net Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE / AMT or %	INTERIM PAYMENTS
	become the property of the Sponsor at the completion of the work or at the option of the Sponsor.		
Item IV	<ul style="list-style-type: none"> • Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. • For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> • The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as <u>139%</u> for office staff and <u>106%</u> for field staff, subject to audit. 	
Item V	<ul style="list-style-type: none"> • Negotiated Lump Sum Net Fee. • Payment of the Net Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> • A negotiated Lump Sum Net Fee, compensated proportionally to the work performed, which in this CONTRACT shall not exceed <u>\$23,722.</u> 	
Item VI	The Maximum Amount Payable under this Contract including Net Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$219,605.</u>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the New York State Department of Transportation and the Federal Highway Administration, shall have the right at all times to inspect the work of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Net Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the Consultant of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the Consultant, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Consultant under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of the Project Contract and constitutes extra work, the Consultant shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendment to the Project Contract, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the Consultant for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The Consultant shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Consultant, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the Consultant shall indemnify and save harmless the Sponsor from damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The Consultant shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the Consultant by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The Consultant shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

The Sponsor shall in no event be liable or responsible for damage or injury to any person or property caused by the use, maintenance, or operation of any vehicle or other equipment by, or the action of, Consultant or Consultant's employees, subcontractors and agents in performing the services. Consultant shall assume all liability for any injury, sickness, disease or death to any employee, subcontractor and/or agent arising out of or resulting from performance of the services.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the Consultant shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The Consultant shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each. The automobile liability insurance policy shall include coverage for owned, non-owned and hired private passenger and commercial vehicles. The policies shall be written on a primary and non-contributing coverage basis. The Sponsor shall be named as an additional insured on the policies.

The Consultant shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Sponsor. Policies that lapse and/or expire during the term of work shall be recertified and received by the Sponsor no less than thirty (30) days prior to expiration or cancellation.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the Sponsor or existing in the offices of the Consultant shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this Article will prevent the Consultant from exercising his rights under Article 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract upon seven (7) days written notice, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made based on the basis of the Consultant 's compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of material breach of contract on the part of the Consultant, the value of the work performed by the Consultant prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the

Consultant to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the Project Contract.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the Consultant 's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The Consultant specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The Consultant specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other Subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation ([49 CFR 26.29](#)¹) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

¹ <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the Consultant 's negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239

as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 1506.5(c)

If the work of the Project includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the Project's ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the Consultant shall solicit a number of sealed bids from qualified Subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

31.2 Waiver. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to

any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

31.3 Severability. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

31.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York.

31.5 Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both Parties hereto.

31.6 Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

31.7 Entire Agreement. This Agreement contains the entire terms and obligations between the Parties as to subject matter herein and supersedes all prior agreements whether oral or written between the Parties hereto. This Agreement may be modified only by a written instrument signed by the Parties.

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

Reference: Sponsor Contract # _____

Sponsor By: _____ Title: _____ Date: _____	Consultant By: _____ Title: _____ Date: _____
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ACKNOWLEDGMENT OF THE CITY OF NEWBURGH

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20 _____ before me, the subscriber, personally came _____ to me known, who, being by me duly sworn, did depose and say; that he/she resides in _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, NY

ACKNOWLEDGMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this _____ day of _____, 20 _____ before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

Notary Public, _____ County, NY

Attachment A

Engineering Consultant Contract Project Description and Funding

PIN: 8761.40
BIN: 2223620

Term of Agreement Ends: May 1, 2026

Main Agreement Amendment to Contract Supplement to Contract

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: February 1, 2025

Finish Date: May 1, 2026

PROJECT DESCRIPTION:

PIN 8761.40 – Replacement of the Walsh Road Bridge over Quassaick Creek

Project Location:

Walsh Road over Quassaick Creek, on the border between the City of Newburgh and the
Town of New Windsor

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER
THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B
FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN
ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER
TERMS OF THIS AGREEMENT:**

\$219,605

Footnotes:

Attachment B:
Scope of Services



Scope of Services

The Replacement of the Walsh Road Bridge project (PIN 8761.40) involves the full replacement of the bridge carrying Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, NY. The bridge is located partially within the CSX railroad right-of-way and adjacent to a bridge carrying elevated rail tracks. The original construction contract expired on June 4, 2025, with limited expectations of the original contractor to return to the site to complete work. Additional costs and an extension of time for WSP to complete these additional scope items requested by the City and a description of the tasks are provided below:

Task 1. Supplemental Survey

1.01 Track Monitoring

Due to the proximity of railroad assets to the construction, CSX requires that the project monitor displacement at select survey points within the site. At CSX's direction, monitoring is to be conducted until further notice at a frequency established by them. Initial monitoring is expected to be daily, with a reduction in monitoring intervals once the site appears to be stabilized, more robust protective measures are put in place (by others), or substantial construction is completed. Assumptions regarding the number of points and frequency of data collection over the duration of this scope of work are provided herein.

WSP Survey Crews performed the following initial set up tasks:

- Found, geospatially located, and verified three of eight previously established control points on site.
- Established four new control points / backsight targets to perform the necessary checks prior to locating monitoring targets.
- After the control network was re-established, utilized total station to perform the initial set of readings on up to twenty-three (23) previously established monitoring targets as shown on the attached Exhibit A.
- Compiled information into an appropriately scaled AutoCAD plan drawing, depicting the location of the targets.
- Presented initial coordinate values of the targets on monitoring sheets in a tabular format.

Access to the site is readily available and is expected to remain so.

At an interval determined by CSX (see Section 1.01 Estimating Assumptions), WSP survey crews will return to the site to obtain additional sets of readings on the monitoring targets located during the initial site visits. The new values for the targets will be added to the monitoring plan drawing in a tabular format illustrating the new values in comparison to the initial values, along with the deviations between them.

1.02 Topographical Survey of Existing Conditions (from Unmanned Aerial Vehicle)

Collect additional topographic survey data to document the approximate site conditions as existed at the expiration date of the original construction contract.

WSP Survey will set aerial targets which will be located from the existing control network. Coordinates for aerial targets will be based upon NAVD88 for vertical and NAD83 NY East for horizontal. Once targets are set a WSP licensed part 107 pilot will then utilize a Multi-Rotor UAV to perform a low altitude flight covering the project area identified by the survey limits identified in on the attached Exhibit B. Photos will be collected with no less than 70%



overlap and will be registered together using the aerial targets to produce orthomosaic imagery and a 3D Point Cloud which will then be utilized to prepare Topographic Location mapping for the survey limits. Linework and symbology for permanent site features and a DTM for the ground level surface will be extracted into an AutoCAD DWG format.

Mapping will include the horizontal & vertical locations of structures, roads, sidewalks, paved areas, curbs, rails, walls, fences, lighting, signage, visible utility hardware at grade, and other permanent site features throughout the project area. Topography will be depicted with spot grades on an approximate twenty-five to fifty (25-50) foot grid with contours displayed at one (1) foot intervals. Elevations will be based upon NAVD 1988. Underground utility information and connections will not be obtained or shown.

This task will also include on the ground field verification for the requested areas performed by traditional survey crews to locate features that were obscured from the air and obtain additional elevations for key features where needed. The installed location and top elevations of the installed micropiles will be captured in the topographical survey. If the micropiles are not visible from the UAV or are underwater, traditional methods of survey data collection will be used to gather this information.

1.03 Hydrographic Survey

This task will include performing a hydrographic survey of the portion of the site currently underwater within the limits shown on the attached exhibit. The survey will be performed by traditional survey methods and bathymetric spot grades will be obtained at approximate twenty-five intervals (25) foot intervals. Bathymetric data will be processed and a DTM surface will be generated with contours displayed at one-foot intervals. NAVD88 will be used for the vertical datum and NAD83 NY East will be used for the horizontal datum. The above information will be compiled together with the base mapping from Task 1.02.

Task 2. Interim Project Inspection (field)

2.01 Site Visits

Conduct weekly visits to the site at a minimum, to observe and document site conditions, alerting the City of any issue that needs immediate attention / action. Additional visits will be conducted if track monitoring data suggests a potential issue or with extreme weather events. Field staff will perform these tasks until the project is relet, a new contractor is selected to complete the work, and full-time construction inspection services resume.

2.02 Documentation and Coordination

Evaluate contractor submittals / operations and develop timelines in response to correspondence that relates to the original construction contract. Provide information as requested by the City to assist in their response to contractor claims.



Task 3. Interim Project Coordination (office)

3.01 Project Coordination and Support

Provide administrative support to WSP field and survey staff, assist the City in its response to contractor claims and closing the original construction contract, provide material responses to City inquiries about contractor claims, and continue to communicate with affected or interested agencies until a new construction contract is awarded.

Coordination with the following entities is expected:

- CHG&E
- CSX&T
- NYSDOT Local Projects Unit
- Town of New Windsor
- City of Newburgh

3.02 Repackaging the Construction Contract

Rescope the construction work and repackage the contract documents for a future letting based on existing site conditions. Provide support during the readvertisement, reletting,

WSP will update the contract plans and item list to represent current progress, marking up using redlines where possible and revising CADD files if necessary for clarity. WSP will update quantities and unit prices for the engineer's estimate to reflect the remaining construction work and confirm that specifications are current to the time of rebidding.

WSP will develop a proposal book to include updated advertisement language, a description of the new scope of work, revised bid sheets, and the latest federal aid requirements, permits, and prevailing wages. WSP expects that a NEPA Reevaluation will be required, but that no substantial changes to the design have been made that would require further environmental evaluation or documentation.

During the bidding phase, WSP will answer questions from prospective bidders and if needed for clarification, issue addendums prior to the bid opening.

WSP will analyze the bid results at the project reletting. Analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

WSP will provide a letter of award recommendation to the City for consideration.

WSP will assist the City in preparing and compiling the package of information to be transmitted to NYSDOT.



Estimating and Technical Assumptions

The following assumptions have been made for Walsh Road over Quassaick Creek (PIN 8761.40) for estimating purposes:

Interim period over which these tasks are to be performed is assumed to be 9 months beginning June 1, 2025. Assumes new construction contract bids will be awarded by March 1, 2026.

1.01 Track Monitoring

Monitoring frequency over the 9 month interim period is estimated as follows:

- Daily from June 12 to July 23, 2025 (35 site visits, completed)
- Weekly July 29, 2025 to March 1, 2026 (30 site visits).
- After extreme weather events (estimate 3 site visits).

Monitoring targets that are obscured, damaged, or removed due to construction activities or changes in site conditions will be omitted or replaced as needed but may be subject to additional fees.

Monitoring assumes effort using traditional survey data collection methods. The feasibility of using automated data collection is being evaluated. Estimated costs related to automated data collection are:

ATMS Rental	\$12,600 / month	(20 days @ \$630.00 / day)
Solar Panel Rental	\$3,400 / month	(20 days @ \$170.00 / day)
Reporting	\$5,500.00 / month	(20 days @ \$275.00 / day)
Maintenance	\$4,800.00 / month	(2 visits @ \$2,400 / visit)
Total Monthly Fee	\$26,300 / month	
Installation	\$6,200.00 setup / unit	
Removal	\$2,400.00 removal / unit	

1.02 Topographical Survey of Existing Conditions (from UAV)

The supplemental topographic survey does not include:

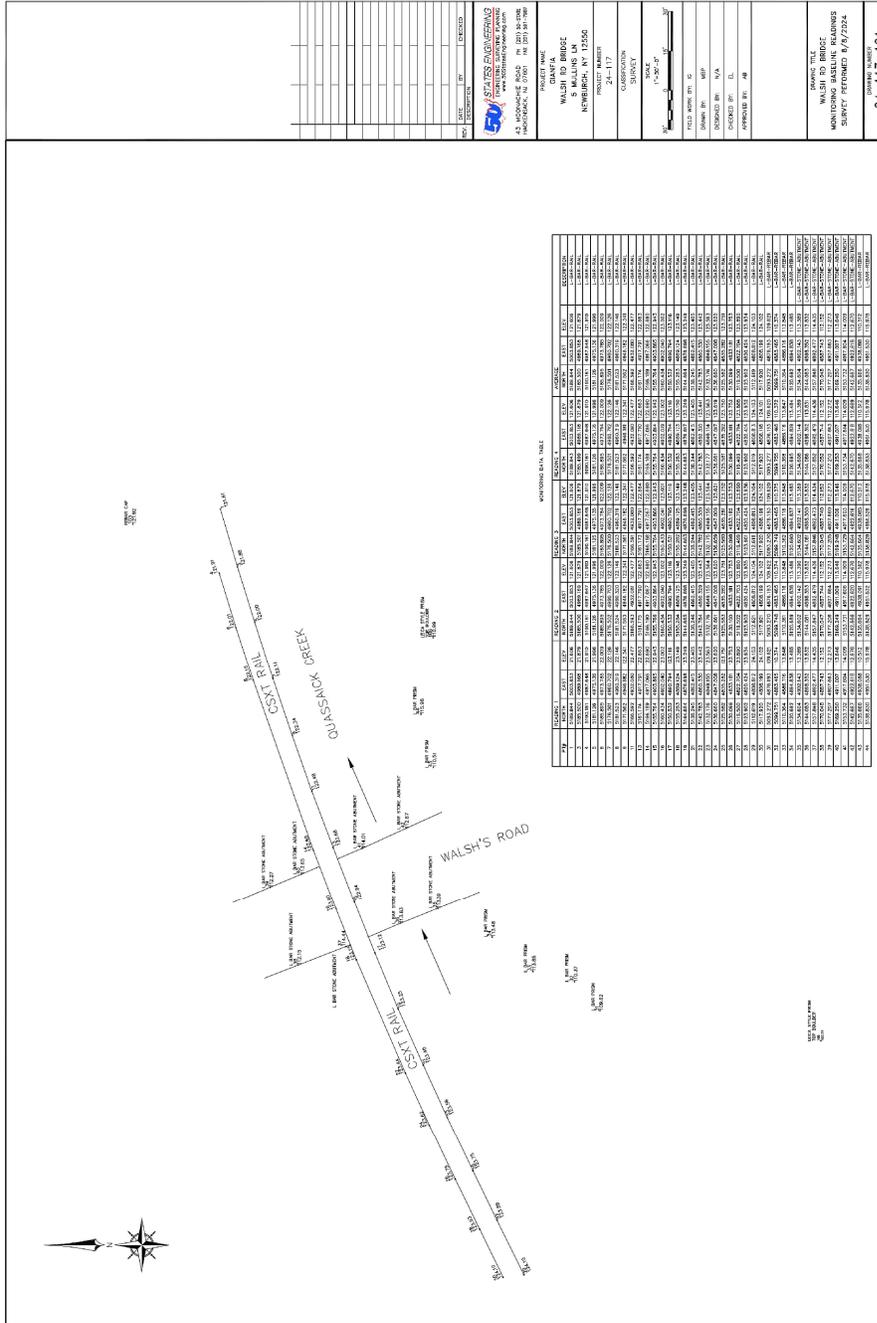
- Updates to boundary or right of way survey (current ROW boundaries are sufficiently captured)
- Underground utility survey or mark out
- 3D modeling or BIM information
- Wetland or tree survey and identification
- Stream cross sections other than data collected within the limits shown in Exhibit B and described in Section 1.03
- Preparing survey reports

2.01 Site Visits

Estimate 40 site visits will be conducted over the 9 month interim period.



Exhibit A – Sketch of Previously Established Monitoring Targets



Notes:

1. This drawing was made available to WSP as baseline information to assist in locating previously established survey data points.
2. WSP did not prepare this drawing, oversee the data collection or development of this sketch, and makes no claims regarding the accuracy of the items presented herein.



Exhibit B – Limits of Topographical Survey of Existing Conditions



-  Approximate limits of survey data collection and processing
-  Approximate limits of hydrographic survey and processing
-  Approximate limits of additional survey data collection (without processing and preparation of formal drawings)

[Note that data collection via UAV will likely contain areas much beyond the limits shown. Processing of the data and preparation of documents beyond the indicated limits can be accomplished upon request but is not included in this proposal.]

Attachment C:
Staffing Rates, Hours, Reimbursables, and Fee

Exhibit A.1
WSP Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		OVERTIME CATEGORY
		PRESENT	PROJECTED	
		1/2025	1/2026	
Sr Engineering Manager	VIII (A)	\$127.75	\$132.22	A
Sr Supervising Engineer	VII (A)	\$104.00	\$107.64	A
Supervising Engineer	VI (A)	\$91.00	\$94.19	A
Lead Engineer	V (A)	\$79.00	\$81.77	B
Senior Engineer	IV (A)	\$66.00	\$68.31	B
Engineer II	III (A)	\$53.00	\$54.86	B
Engineer I	I/II (A)	\$45.00	\$46.58	B
CAD Detailer	N/A	\$51.00	\$52.79	B
Resident Engineer	IV (A)	\$85.00	\$87.98	C
Sr Inspector	IV (N)	\$76.00	\$78.66	C
Office Engineer	IV (N)	\$67.00	\$69.35	C
Inspector	III (N)	\$58.00	\$60.03	C
Instrument Operator	II (N)	\$40.40	\$41.81	C
Party Chief	IV (N)	\$51.75	\$53.56	C
Survey Project Manager	VII (A)	\$83.00	\$85.91	A
Survey Project Manager	III (A)	\$64.00	\$66.24	A
Asst Proj Control Specialist	N/A	\$43.03	\$44.54	A
Survey Technician	N/A	\$35.00	\$36.23	C
Senior Photogrammetrist	IV (N)	\$41.39	\$42.84	C

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

The use of overtime is subject to prior approval by the City.
Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Exhibit B.1
WSP Staffing Worksheet

Section	Task	Office					Field	Survey							
		Sr Engineering Manager	Supervising Engineer	Lead Engineer	Senior Engineer	Engineer I	CAD Detailer	Resident Engineer	Instrument Operator	Party Chief	Survey Project Manager	Survey Project Manager	Asst Proj Control Specialist	Survey Technician	Senior Photogrammetrist
TASK 1 Supplemental Survey	1.01 Track Monitoring								434	434	40	0	70	142	0
	1.02 Topographical Survey of Existing Conditions								20	40	4	8	10	36	6
	1.03 Hydrographic Survey								12	12		2	4	8	
	<i>Subtotal, Task 1</i>	0	0	0	0	0	0	0	466	486	44	10	84	186	6
TASK 2 Interim Project Inspection	2.01 Site Visits							144							
	2.02 Documentation and Coordination							112							
	<i>Subtotal, Task 2</i>	0	0	0	0	0	0	256	0	0	0	0	0	0	0
TASK 3 Interim Project Coordination	3.01 Project Coordination and Support	18	18	40											
	3.02 Repackaging the Construction Contract		12	40	12	96	40								
	<i>Subtotal, Task 3</i>	18	30	80	12	96	40	0	0	0	0	0	0	0	0
	<i>Total hours</i>	18	30	80	12	96	40	256	466	486	44	10	84	186	6

Total Hours	1814														
Average Hourly Rates	\$132.22	\$94.19	\$81.77	\$68.31	\$46.58	\$52.79	\$87.98	\$41.81	\$53.56	\$85.91	\$66.24	\$44.54	\$36.23	\$42.84	
Technical Labor	\$2,379.98	\$2,825.55	\$6,541.20	\$819.72	\$4,471.20	\$2,111.40	\$22,521.60	\$19,485.32	\$26,030.77	\$3,779.82	\$662.40	\$3,741.03	\$6,737.85	\$257.03	
Total Office	\$19,149.05														
Total Survey	\$60,694.22														
Total Field	\$22,521.60														
Total Technical Labor	\$102,365														

Assumptions:

1. Interim period is assumed to be 9 months beginning June 1, 2025. Assumes new construction contract bids will be awarded by March 1, 2026.
2. Survey field staff will be paid prevailing wages for time spend on site. Wage rate differentials are billed as expenses not subject to OH or FEE.
3. Rates presented in the salary schedule are averages. Actual rates will be billed.
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Exhibit A, Page 1 - Salary Schedule. All time is budgeted as straight time.

ExhibitC.1
WSP Direct Non-Salary Expense

1. Mileage

Design staff to attend meetings				
2 meetings	80 RT miles @	\$0.665	=	\$106.40
Survey staff field visits				
65 visits	140 RT miles @	\$0.665	=	\$6,051.50
Field staff on-site vehicle usage				
10 miles per field staff per RT				
1 field staff				
	<u>36 trips</u>	(9 months x 2 trips per week)		
	360 miles	@	\$0.665	= \$239.40

TOTAL TRAVEL: \$6,397.30

2. Survey Personnel Costs

Prevailing Wage Differential		Hours	Rate	
Party Chief	III (N)	344	\$14.41	\$4,957.04
Instrument Person	II (N)	328	\$17.32	<u>\$5,680.96</u>
SUBTOTAL Wage Differential				\$10,638.00

Supplemental Benefits		Hours	Rate	
Party Chief	III (N)	344	\$27.50	\$9,460.00
Instrument Person	II (N)	328	\$27.50	<u>\$9,020.00</u>
SUBTOTAL Supplemental Benefits				\$18,480.00

TOTAL SURVEY PERSONNEL: \$29,118.00

3. Survey / Unmanned Aerial Vehicles (UAV) Expenses

UAV Pilot RT	1500 miles @	\$0.665	=	\$997.50
Vehicle Daily Fee	4 days @	\$80.00	=	\$320.00
Hotel	2 days @	\$150.00	=	\$300.00
Per Diem	2 days @	\$90.00	=	\$180.00
Unmanned Aerial Vehicles (UAV) Use Fee				\$1,250.00
Targets				\$100.00

TOTAL SURVEY (UAV) EXPENSE COST: \$3,147.50

TOTAL DIRECT NON-SALARY COST

SAY \$38,662.80

Exhibit D.1
Project Summary

Item IA, Direct Technical Salaries (Section 8) WSP Office		\$79,843
Item IB, Direct Technical Salaries (Section 9) WSP Field		\$22,522
Item IIA, Direct Non-Salary Cost (WSP)		\$38,663
Item IIIA, Overhead (WSP Office)	139%	\$110,982
Item IIIB, Overhead (WSP Field)	106%	\$23,873
Item IV, Fixed Fee	10%	\$23,722
Total Estimated Cost		\$299,605
Reallocation of funds from original CS/CI contract*		(\$80,000)
Maximum Amount Payable this contract		\$219,605

* \$80k in funds from the original CS/CI contract (\$60k of unexpended subconsultant budget and \$20k unexpended expense budget) was reallocated to the WSP labor budget to estimate the cost of services described in the scope from June 1, 2025 to the approximate execution date of this supplemental.

RESOLUTION NO.: 192 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 TO
THE CONSTRUCTION CONTRACT WITH BUTLER CONSTRUCTION GROUP, INC.
FOR THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 245-2023 of December 11, 2023, the City Council of the City of Newburgh, New York awarded a bid to Butler Construction Group, Inc. in the total amount of \$10,024,210.00 for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, Change Order No. 5 for the winterization of the pool and splashpad added \$12,245.00 and increased the contract price from \$10,385,699.05 to \$10,397,944.05; and

WHEREAS, Butler Construction Group, Inc. has submitted Change Order No. 5 to include the additional funding for the contract increase derived from a combination of funding sources, including the City's allocation of American Rescue Plan Act funds, a NY SWIMS grant, and a bond; 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. 5 with Butler Construction Group, Inc. for the Delano-Hitch Recreation Park Aquatic Center Improvements Project.



AIA Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Delano-Hitch Recreation Park Aquatic Center Improvements 375 Washington Street, Newburgh, NY 12550	CONTRACT INFORMATION: Contract For: General Construction Date: 04/15/2024	CHANGE ORDER INFORMATION: Change Order Number: CO-GC-005 Date: 008/12/2025
OWNER: <i>(name and address)</i> City of Newburgh 83 Broadway, Newburgh, NY 12550	ARCHITECT: <i>(name and address)</i> CPL Architecture, Engineering, Planning 26 IBM Road, Poughkeepsie, NY 12601	CONSTRUCTION MANAGER: <i>(name and address)</i> Arcadis 44 S Broadway #1200 White Plains, NY 10601
CONTRACTOR: <i>(name and address)</i> Butler Construction Group 275 Union Street, Montgomery, NY 12549		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Pool Winterization.

The original Contract Sum was	\$	10,024,210.00
Net change by previously authorized Change Orders	\$	361,489.05
The Contract Sum prior to this Change Order was	\$	10,385,699.05
The Contract Sum will be increased by this Change Order in the amount of	\$	12,245.00
The new Contract Sum including this Change Order will be	\$	10,397,944.05

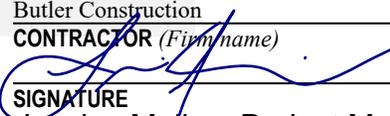
The Contract Time will be increased by Zero (0) days.
The Contractor’s Work shall be substantially complete on .

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

CPL
ARCHITECT *(Firm name)*

SIGNATURE
 Jennifer Wengender, Engineer
PRINTED NAME AND TITLE
 08/25/2025
DATE:

Butler Construction
CONTRACTOR *(Firm name)*

SIGNATURE
 Jessica Malise, Project Manager
PRINTED NAME AND TITLE
 08/13/2025
DATE:

Arcadis
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE
 Kyle Anderberg, Resident Engineer
PRINTED NAME AND TITLE
 08/18/2025
DATE:

City of Newburgh
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:



275 Union Street
Montgomery NY, 12549
Phone: 845-629-4977

Delano – Hitch Recreation Park Aquatic Center Improvements
375 Washington Avenue
Newburgh, NY 12550

August 12, 2025

Attn: Jonathan DiRocco

Re: Change Order #054 Pool Winterization

Mr. DiRocco,

BCG is pleased to provide the following change order for the pool winterization. Mainline to perform a full winter closing of the outdoor pool(s). This includes blowing out all return lines, jets, fill lines, skimmer lines, and any water feature lines, followed by the addition of antifreeze where appropriate. All return lines, auto-fill lines, skimmer lines, and main drains will be securely plugged, with the main pool drains air-locked to prevent freeze damage. The filter system, pumps, and strainers will be fully drained to ensure no residual water remains. Followed by covering the pool.

We respectfully propose a change order be issued for a value of \$12,245.00. We request the issuance of a formal Change Order as soon as possible so we can procure the material and schedule Mainline to install.

If you have any questions and/or problems, please do not hesitate to contact us.

Respectfully,

Jessica Malise
Project Manager
Butler Construction Group, Inc.



CONTRACTOR PROPOSAL

Contractor Name: <u>Butler Construction Group, Inc.</u>	Date: <u>8/12/2025</u>
Address: <u>275 Union Street</u>	IB No: _____
<u>Montgomery, NY 12549</u>	Field Order No.: _____
Telephone No.: <u>845-769-7413</u>	Change Order No.: <u>54</u>
Arcadis/ CPL Comments	

SECTION A: CONTRACTOR WORK	Round Totals to Nearest Dollar	
1. Total Contractor Labor		
2. Total Contractor Material		
3. Total Contractor Equipment		
4. CONTRACTOR TOTAL	\$	-

SECTION B: SUBCONTRACTOR WORK (Provide a separate form for each Subcontractor.)		
5. Names of Subcontractors:	Round Totals to Nearest Dollar	
<u>Mainline Commerical Pools</u>	\$	9,718

6. TOTAL SUBCONTRACTOR PROPOSALS	\$	9,718
7. Contractor and Subcontractor Total	\$	9,718
8. 2% Bonds	\$	194
9. 2% Insurance	\$	194
10. 22% Overhead & Profit	\$	2,138

SECTION C: CONTRACTOR'S REQUESTED TOTAL	Round Totals to Nearest Dollar	
11. AMOUNT REQUESTED	\$	12,245

<u>Jessica Malise</u>	<u>8/12/2025</u>	
Contractor's Signature	Date	
<u>Jessica Malise</u>		Print name of Contact Person (if different)
Print Name of Authorized Representative		
<u>Project Manager</u>		Office- 845-769-7413
Print Title		Phone No. (if different from above)



441 Fehleley Drive
 King of Prussia, PA 19406
 (610) 279-9285
 (610) 277-4276 fax

QUOTE

QUOTE NUMBER: 0116688
 QUOTE DATE: 8/12/2025
 EXPIRATION DATE: 9/12/2025
 SALESPERSON: Brian Grimes
 CUSTOMER NO.: 20-MISC.
 CUSTOMER PHONE:

SOLD TO:
 Delano Hitch Rec Center
 375 WashingtN Street
 Newburgh, NY 12550

SHIP TO:
 Delano Hitch Rec Center
 375 WashingtN Street
 Newburgh, NY 12550

CONFIRM TO:

CUSTOMER P.O.

SHIP VIA

TERMS

COMMENTS: 2025 Pool Winterization

C.O.D.

ITEM NO.	UNIT	ORDERED	SHIPPED	BACKORDER	PRICE	AMOUNT
/SERVICECALL 2025 POOL WINTERIZATION	EACH	1.000	0.000	0.000	8,733.67	8,733.67
2025 pool winterization, MLCP will perform a full winter closing of the outdoor pool(s). This includes blowing out all return lines, jets, fill lines, skimmer lines, and any water feature lines, followed by the addition of antifreeze where appropriate. All return lines, auto-fill lines, skimmer lines, and main drains will be securely plugged, with the main pool drains air-locked to prevent freeze damage. The filter system, pumps, and strainers will be fully drained to ensure no residual water remains.						
EZC-50-1067 12/CS E-Z CLOR QT ALGAE PLUS	EACH	1.000	0.000	0.000	311.46	311.46
P30215 PULSAR POWER SHOCK -25LB	EACH	2.000	0.000	0.000	162.92	325.84
EZC-50-1214 E-Z CHLOR METAL MAGNET 12/CS QT	EACH	1.000	0.000	0.000	213.99	213.99
AAA-50-8701-S BLUE ANTIFREEZE -50 DEGREES 6/CS (1GAL) - SINGLES	EACH	24.000	0.000	0.000	5.55	133.20

PLEASE SIGN BELOW AND RETURN TO SALES@MAINLINEPOOLS.COM

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ PO# : _____

NET ORDER: 9,718.16

SALES TAX IS NOT INCLUDED IN TOTAL AND IS CHARGED WHERE APPLICABLE.
 ESTIMATES DO NOT INCLUDE INSTALL, ELECTRICAL WORK, PERMITS, OR FREIGHT
 UNLESS OTHERWISE NOTED. 20% RESTOCKING FEE FOR RETURNED ITEMS.
 LABOR RATES ARE PORTAL TO PORTAL.

A 3% of convenience fee will be charged for any transaction over \$2,000 paid via credit card.

RESOLUTION NO.: 193 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION SUPPORTING AN AMENDMENT TO
THE FOUR YEAR CYCLICAL REASSESSMENT PLAN FOR THE PERIOD 2023 TO 2026
AND AUTHORIZING THE CITY MANAGER AND CITY ASSESSOR TO SUBMIT
THE AMENDED PLAN TO THE NEW YORK STATE DEPARTMENT OF TAXATION
AND FINANCE OFFICE OF REAL PROPERTY TAX SERVICES**

WHEREAS, in 2008, the City of Newburgh implemented a cyclical plan to reassess real property at 100% of market value in a 6 year interval; and

WHEREAS, New York State provides financial aid to municipalities that reassess at 100% of market value on a cyclical basis in an amount of up to \$5.00 per parcel in reappraisal years and up to \$2.00 per parcel in non-reappraisal years to the extent such funding is available, and the City of Newburgh has submitted plans for future reassessments that includes reassessments at 100% of market value and implemented approved plans with a minimum 4 year interval; revaluations or reappraisals at least once every 4 years; reassessments conducted in the first and last years of the plan; inventory collection at least once every 6 years; and provision of a set of supporting valuation documents and files; and

WHEREAS, by Resolution No. 229-2014 of September 8, 2014, Resolution No. 264-2017 of September 25, 2017, Resolution No. 168-2020 of August 10, 2020, and Resolution No. 148-2023 of August 14, 2023, the City Council authorized the City Assessor to implement 4 year cyclical assessment plans with 2014, 2017, 2020, and 2023, respectively, being the first year of the plan further authorizing the City Assessor to apply for and accept if awarded State Aid for Cyclical Assessments from the New York State Department of Taxation Office of Real Property Tax Services; and

WHEREAS, the City Council has determined that amending the 4-year cyclical reassessment plan with 2023 as the first year of the plan to undertake the planned reassessment in 2027, rather than 2026, is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Assessor of the City of Newburgh is hereby authorized to submit an amendment to the 4-year cyclical assessment plan with 2023 being the first year and to perform the revaluation in 2027, rather than 2026.



Reassessment Project Deadline Dates for 2025, 2026 and 2027

Activity	Due Date	Standard Calendar Dates		
		2025 Projects	2026 Projects	2027 Projects
All reassessments				
Advisory appraisal requests	270 days prior to reassessment tentative roll date	8/1/2024	8/1/2025	8/1/2026
Notify ORPTS of reassessment plans	180 days prior to reassessment tentative roll date	11/1/2024	11/1/2025	11/1/2026
Reassessment documentation	90 days prior to reassessment tentative roll date	2/1/2025	2/1/2026	2/1/2027
Municipalities in the Aid for Cyclical Reassessment (ACR) Program				
Notification of non-reappraisal reassessment	180 days prior to reassessment tentative roll date	11/1/2024	11/1/2025	11/1/2026
Initial plans (RP-1573-ACR-P)	120 days prior to reassessment tentative roll date	1/1/2025	1/1/2026	1/1/2027
Application for State Aid (RP-1573-ACR-A)	90 days after reassessment final roll date	10/1/2025	10/1/2026	10/1/2027

Dates for municipalities following the standard calendar	
Taxable status date	March 1
Tentative roll date	May 1
Final roll date	July 1

RESOLUTION NO.: 194 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION DECLARING POLICE DEPARTMENT,
DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT VEHICLES
AND EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Police Department possesses one 2008 Dodge Charger, one 2015 Ford Explorer, one 2017 Ford Explorer, and rear car seats which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses one 1999 International 4900, one 1999 International 2574, one 1999 International 4700, one 1995 Ford E350 bus, one 1978 DI/RE dump truck, one 1990 DI/RE cab/chassis, one Alison transmission, one stone concrete mixer, and steel open rims, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Water Department possesses one 1999 Ford F450 dump truck, which is no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles and equipment in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: 195 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION TO RATIFY THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH UGI ENERGY SERVICES, LLC
FOR GAS SUPPLY SERVICES TO THE CITY OF NEWBURGH
FOR A WINTER TERM COMMENCING IN OCTOBER 2025 AND
ENDING IN MAY 2026 AT A COST OF \$5.2195 PER DEKATHERM
AND FOR A WINTER TERM COMMENCING IN OCTOBER 2026 AND
ENDING IN MAY 2027 AT COST OF \$5.4821 PER DEKATHERM**

WHEREAS, by Resolution No.: 175-2025 of August 11, 2025, this Council authorized the bid for the gas supply services contract to be awarded to the lowest responsible bidder, providing for the best value term, and further authorized the City Manager to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council; and

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the gas supply services contract; and

WHEREAS, bids were duly received and opened and UGI Energy Services, LLC is the low bidder for the gas supply services for a winter term beginning in October 2025 and ending in May 2026 and a winter term beginning in October 2026 and ending in May 2027;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby ratifies the bid for the gas supply services contract with UGI Energy Services, LLC, providing for a winter term beginning in October 2025 and ending in May 2026, at a cost of \$5.2195 per dekatherm and a winter term beginning in October 2026 and ending in May 2027 at a cost of \$5.4821 per dekatherm.

UGI ENERGY SERVICES, LLC
MASTER NATURAL GAS SALES AGREEMENT ("CONTRACT")
DATED AUGUST 12, 2025

This Master Natural Gas Sales Agreement ("Contract") is made between UGI Energy Services, LLC ("UGIES") and CITY OF NEWBURGH ("Customer") also referenced herein individually as a "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreement(s) effective between the Parties. Any transaction now existing or hereafter entered into between the Parties for the purchase and sale of natural gas (whether or not evidenced by an executed Confirmation Agreement) shall constitute a "Transaction" under this Contract and shall be subject to, governed by, and construed in accordance with the terms of this Contract. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Confirmation Agreement.

1. **Nature of Transactions:** UGIES agrees to sell and deliver, and Customer agrees to purchase and receive, natural gas ("Gas") for a particular Transaction in accordance with the terms of the Contract and the applicable Confirmation Agreement. Sales and purchases will be on a **Firm, Firm Recall or Interruptible** basis, as agreed to by the Parties in one or more Confirmation Agreement(s).
2. **Contract Term and Sales Period(s):** The term of this Contract shall be for the Effective Date of the first Confirmation Agreement entered into between the Parties, and shall continue until either Party receives written notice of termination from the other Party specifying a termination date that is no earlier than 30 days after the date of the written notice, with such termination to be effective on the specified termination date or such date thereafter as authorized by the Local Utility. Notwithstanding such notice, however, this Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Confirmation Agreement(s). In the absence of agreement regarding the extension of service beyond the Sales Period specified in any Confirmation Agreement, UGIES shall continue to deliver, and Customer shall continue to receive, for the remaining term of this Contract, the Contract Quantity of Gas specified in the most recently expired Confirmation Agreement at current market prices at the Point of Delivery.
3. **Quantity:** UGIES shall tender for delivery to Customer, and Customer must accept for receipt from UGIES, the Contract Quantity specified in the Confirmation Agreement(s).
4. **Contract Price:** For quantities tendered for delivery, Customer shall pay UGIES the Contract Price determined in accordance with the Confirmation Agreement(s), which shall reimburse UGIES for all applicable taxes for which the taxable incident takes place prior to the Point of Delivery. In addition, Customer shall bear responsibility for the payment of all taxes applicable to such Gas, including but not limited to sales, use, transfer, value of property, gross receipts or energy taxes for which the taxable incident arises upon or after the Point of Delivery, and any and all new taxes which become applicable after the date of this Master Contract. If UGIES is responsible for collection of such taxes, Customer shall reimburse UGIES for the full amount of such taxes paid. Customer may qualify for a tax exemption for purchases of natural gas in which case Customer shall furnish the necessary exemption or resale certificate to UGIES to evidence such exemption.
5. **Quality, Pressure, and Measurement:** Gas tendered for delivery shall meet all quality and pressure specifications required by the Local Utility and shall be measured by the Local Utility at the Point of Delivery.
6. **Title, Possession and Control:** Title to and risk of loss of all Gas tendered for delivery shall pass to Customer upon receipt at the Point of Delivery. UGIES warrants that it holds title to the Gas, or has the right to sell the Gas, at the Point of Delivery and that the Gas is free from liens and adverse claims of any kind. UGIES shall indemnify Customer against any liens and claims arising with respect to the title to, or its right to sell, such Gas to Customer.
7. **Transportation Balancing and Overruns:** Any charge imposed by a Local Utility due to an unexcused imbalance or failure to tender or accept the Contract Quantity for delivery shall be paid by the Party causing such imbalance or failure. A Party shall notify the other Party promptly after becoming aware that such an imbalance or failure has occurred or is likely to occur, and both Parties shall use reasonable efforts to cure the problem. Customer shall promptly notify UGIES of any known circumstances or conditions, other than variations in weather, that may cause significant or abrupt changes in Gas usage at its facilities, and Customer agrees to reimburse UGIES for any charge or penalty imposed by a Local Utility that results from Customer's failure to provide such notification.
8. **Billing and Payment:** During the term of this Contract, UGIES shall bill Customer on a monthly basis based on the prior month's delivery of Gas. The monthly billing periods shall be approximately 30 days in duration and shall correspond to the billing periods established by a Local Utility. All amounts due hereunder shall be paid within 10 days of the date of receipt of the invoice. Customer shall pay UGI Energy Services, LLC by wire transfer to the following Bank Account: PNC Bank, National Association, Philadelphia, PA, Account # 8606074246, ABA #031000053, or by check to UGI Energy Services, LLC, P.O. Box 827032, Philadelphia, PA 19182-7032. Any unpaid amounts shall accrue interest from the due date at the rate that is the lesser of 1½% per month or the maximum lawful rate. If an amount due is not received from Customer when due, upon 5 days prior written notice to Customer, UGIES may curtail deliveries or payments and/or terminate this Contract and/or any Confirmation Agreement(s) and liquidate the Transactions, in the manner provided in Section 11(b) below. Deliveries may not be curtailed and interest may not be accrued where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount.
9. **Creditworthiness:** If at any time during the term of this Contract UGIES reasonably determines that Customer's creditworthiness is unsatisfactory, UGIES may require Customer to provide credit assurance in a form and amount reasonably acceptable to UGIES, such as a letter of credit, third-party guarantee, deposit or prepayment. If Customer fails to provide such credit assurance within five (5) business days after notice from UGIES, then UGIES shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments and/or to terminate this Contract and/or any Confirmation Agreement(s) and liquidate the Transactions, in the manner provided in Section 11(b) below, in addition to any and all other remedies available hereunder.
10. **Force Majeure:** Except for Customer's payment obligations, neither Party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by circumstances beyond its reasonable control ("Force Majeure"), such as acts of God, acts of the other Party, acts of civil or military authority, fires, labor strikes and disputes, floods, freezing of wells or lines of pipe, epidemics, war or riot, curtailment of firm transportation, changes in law, or other like occurrence. A Party claiming inability to perform due to Force Majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Financial inability to perform alone shall not relieve a Party of its obligation to perform.
11. **Failure to Deliver/Accept - Exclusive Remedy:** Unless excused due to Force Majeure, if either Party fails to perform its Firm obligation hereunder to deliver Gas (in the case of UGIES) or take Gas (in the case of Customer), the other Party's exclusive remedy shall be (a) in the case of UGIES failure to deliver, the positive difference, if any, between the price Customer paid for replacement supplies and the Contract Price, multiplied by the quantity of Gas UGIES failed to deliver; or (b) in the case of Customer's failure to take, the positive difference, if any, between the Contract Price and the price UGIES obtained from a replacement market or Local Utility aggregation pool, multiplied by the quantity of Gas not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract Price times the quantity of Gas for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s).

THE REMEDIES SET FORTH HEREIN AND IN ANY EFFECTIVE CONFIRMATION AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES UNDER THIS CONTRACT, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

UGI ENERGY SERVICES, LLC
MASTER NATURAL GAS SALES AGREEMENT ("CONTRACT")
DATED AUGUST 12, 2025

12. **Notices:** Notice(s) required hereunder shall be deemed properly made if delivered personally or sent by facsimile, regular mail or overnight courier to the following addresses or facsimile.

Customer:

CITY OF NEWBURGH
104 S Lander St
Newburgh, NY 12550

Telephone:

Facsimile:

UGIES:

UGI Energy Services, LLC
835 Knitting Mills Way
Wyomissing, PA 19610

Telephone: 610-373-7999

800-427-8545

Facsimile: 610-374-4288

13. **Bankruptcy:** The Parties specifically agree that this Contract and all transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

14. **Miscellaneous:** This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without recourse to provisions governing choice of law. The Parties hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania and/or the United States District Court for the Eastern District of Pennsylvania for the resolution of all matters pertaining to the Contract. Customer agrees to reimburse **UGIES** for all reasonable costs that **UGIES** incurs, including attorneys' fees, in any attempt to collect past due amounts from Customer. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld or delayed; provided, however, that **UGIES** may, without the consent of Customer, (i) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Contract to an affiliate of **UGIES**, which affiliate's creditworthiness is comparable to or higher than that of such Party, or (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of **UGIES**.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the respective dates set forth below.

AGREED AND ACCEPTED

CUSTOMER: CITY OF NEWBURGH

BY: Todd Veaving

TITLE: City Manager / CEO

DATE: 8/12/25

AGREED AND ACCEPTED

UGI Energy Services, LLC

BY: 
3C31B259898B49A...
Chris Reiss

TITLE: Senior Sales Director

DATE: August 12, 2025

This Confirmation Agreement is between UGI Energy Services, LLC ("UGIES") and City of Newburgh ("Customer") (together, the "Parties"), and is subject to the terms and conditions of that certain Master Natural Gas Sales Agreement ("Contract") to be executed by the Parties. If the Contract is not executed within 30 days of the Effective Date (defined below) of this Confirmation Agreement, UGIES' standard form Contract shall govern. If a conflict exists between the provisions of the Contract and this Confirmation Agreement, the provisions of this Confirmation Agreement shall govern.

CUSTOMER DISCLOSURE STATEMENT

PRICE: See the Contract Price Section, below.

CONTRACT TERM AND SALES PERIOD(S): Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified below, or such date thereafter as service is authorized by the Local Utility, and shall remain effective for the duration of the Sales Period through and until the last day of the Sale Period, or such date thereafter as authorized by the Local Utility. The term of the Contract shall continue until either Party receives written notice of termination from the other Party specifying a termination date that is no earlier than 30 days after the date of the written notice, with such termination to be effective on the specified termination date or such date thereafter as authorized by the Local Utility. **Notwithstanding such notice, however, this Contract shall remain effective for the duration of the Sales Period specified in this Confirmation Agreement.**

SALES PERIOD: October 2025 through May 2026

COMPENSATION DISCLOSURE: M&R ENERGY RESOURCE CORP. is acting as Customer's energy broker or energy consultant for this transaction and their fee of \$0.275/Dth is included in the Contract Price stated below.

TERMS OF RENEWAL: In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified in the most recent Confirmation Agreement, gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery.

PROCESS FOR CONTRACT RESCISSION BY CUSTOMER: Customer may rescind the Contract upon thirty (30) days' written notice to UGIES. Upon receipt of Customer's rescission notice, UGIES will resell, liquidate or cash out all gas purchased previously for Customer's account (the "Liquidation Quantity") in a commercially reasonable manner. If the Contract Price is greater than the price UGIES receives in selling, liquidating or cashing out gas purchased for Customer's account, the negative difference, including UGIES' costs to unwind or liquidate any related financial hedges, shall be charged to Customer, and Customer agrees to pay such charges. Notwithstanding the foregoing, residential customers may rescind this Contract without charge or penalty within three business days after its receipt without any obligation.

AMOUNT OF TERMINATION FEE: There is no termination fee other than the reimbursement of any liquidation losses described above.

AMOUNT OF LATE PAYMENT FEE: Any unpaid amounts shall accrue interest from the due date at the rate that is the lesser of 1 1/2 % per month or the maximum lawful rate.

CONDITIONS THAT MUST BE PRESENT FOR SAVINGS TO BE PROVIDED: This contract constitutes a normal business agreement between the Customer and UGIES. There is no guarantee of savings to the customer.

The conditions that are presented in this Customer Disclosure Statement are exhibited for emphasis and clarity. These items are consistent with the terms and conditions of both the Contract and Confirmation Agreement and may be repeated within the Contract and/or the Confirmation Agreement.

NATURE OF SERVICE: UGIES' obligation to deliver and sell, and Customer's obligation to accept and purchase the Contract Quantity of natural gas ("Gas") at the Point of Delivery is Firm.

SALES PERIOD: October 2025 through May 2026

CONTRACT QUANTITY (at Point of Delivery): UGIES shall deliver and invoice Customer for the full natural gas requirements of Customer's facilities for the account(s) covered hereunder. Initial orders for Customer's account(s) were based on the following estimates of Customer's Gas usage:

Month	Dth @ City Gate	Month	Dth @ City Gate
October 2025	134	February 2026	2687
November 2025	1661	March 2026	2523
December 2025	2436	April 2026	1094
January 2026	2747	May 2026	189

Account Numbers: 210041322841000401673, 210041352871000402332, 210041132431000403442, 210041456331000401781, 210040668621000404328, 210041184731000402274, 210041333571000401678, 210041146541000403451, 210041481811000403101, 210041128151000403440, 210041466561000401798, 210041160301000402890

CONTRACT PRICE (at Point of Delivery):

Base Quantities:

Lock-in Price at Point of Delivery	\$/DTH @ City Gate
October 2025 through May 2026	\$5.2195

POINT OF DELIVERY: Central Hudson Gas & Electric ("Local Utility") City Gate

NOMINATION PROCEDURE: UGIES shall schedule the usage requirements of Customer, as mandated by the Local Utility.

SPECIAL CONDITIONS:

TERMS AND CONDITIONS:

1. During the Sales Period, UGIES shall be Customer's sole supplier of Gas for the accounts identified above. Customer authorizes UGIES to act as its agent for handling all Gas scheduling matters with Local Utility.

**UGI Energy Services, LLC
Customer Confirmation Agreement**

Fax No.

E-mail: wmiller@ugies.com

Offer Date: 8/12/2025

Customer: City of Newburgh

Ref#: 13646

Local Utility: Central Hudson Gas & Electric

Sales Rep: Wanda Miller

2. Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified above, or such date thereafter as service is authorized by the Local Utility, and shall remain effective for the duration of the Sales Period through and until the last day of the billing cycle of the Sales Period, or such date thereafter as authorized by the Local Utility.
3. The Contract Price quoted above is based on Customer's estimated usage of Gas for the accounts shown. If a material change in Customer's Gas usage at its facilities occurs for reasons other than variations in weather (including, but not limited to, the shut-down of any existing facility, the opening of any new facility, installation or removal of equipment or changes in operating times or processes), then UGIES may charge Customer current market prices at the Point of Delivery for Customer's increased Gas usage and may assess liquidation charges to Customer calculated under current market prices at the Point of Delivery for Gas that Customer failed to consume.
4. The Contract Price stated above includes charges for upstream pipeline capacity assigned to Customer's account and paid by UGIES to the Local Utility, which charges are based on the maximum tariff rates applicable to the capacity assigned. To the extent that Local Utility changes the cost recovery mechanism for pricing assigned capacity, including the use of the Local Utility's weighted average cost of capacity to determine the capacity charges, and such change results in an increase to the capacity charges paid by UGIES to Local Utility during the Sales Period specified above, UGIES shall directly bill a ratably allocated portion of such increased capacity charges to Customer and Customer agrees to pay such increased capacity charges.
5. In the event that: (i) UGIES is assessed any new or increased pool fees, transportation rates, balancing charges or storage charges that are not already included in Customer's Contract Price, by either the Local Utility or a pipeline used by UGIES to deliver Customer's Gas to the Point of Delivery (with either referred to herein as a "Transporter"); or (ii) such Transporter adopts any other changes in its requirements during the term of the Contract that result in a direct increase in cost to UGIES in providing service to Customer, UGIES may pass through a ratably allocated portion of such fees and charges to Customer on a monthly basis and Customer agrees to pay such fees and charges.
6. Once executed and returned by Customer, this Confirmation Agreement shall be effective ("Effective Date") between the Parties; provided however, UGIES reserves the right to adjust the Contract Price after the Effective Date to reflect changes in commodity and/or basis prices between the time the Confirmation Agreement is provided by UGIES to Customer and when it is executed and returned by Customer. UGIES will send to Customer an amendment to this Confirmation Agreement reflecting any final price adjustment.
7. If service under this Confirmation Agreement or any designated account is terminated early for any reason, UGIES will be authorized to sell any Gas purchased for Customer's account. Any loss on such sale will be charged to Customer, and any gain on such sale will be credited to Customer.
8. In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified above, Gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery for the remaining term of the Contract.
9. Customer and UGIES agree to keep all terms of this Confirmation Agreement proprietary and confidential.
10. Once established by UGIES and for so long thereafter as Customer is participating in consolidated utility billing, the billing and payment provisions of the Contract will not apply and the Local Utility will bill all UGIES' monthly charges and Local Utility's monthly charges in a single monthly invoice. All amounts due to UGIES for monthly deliveries will be paid by Customer in accordance with the Local Utility's established payment terms.
11. This Confirmation Agreement, together with any quote, proposal, or other pricing information provided by UGIES to the Customer (collectively, the "Quote"), and also together with any amendments to this Confirmation Agreement and the Contract (whether executed by the Parties or UGIES's standard form Contract), shall constitute the sole and entire agreement of the Parties with respect to the subject matter in this Confirmation Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
12. Customer understands and agrees that UGIES has pre-signed this Confirmation Agreement expressly in agreement to the terms and conditions set forth herein. Customer shall notify UGIES of any objections to the terms and conditions set forth in this Confirmation Agreement or shall countersign the Confirmation Agreement within one (1) business day of UGIES sending this Confirmation Agreement to Customer. Customer expressly agrees that Customer's failure to note any objection or countersign this Confirmation Agreement within one (1) business day of UGIES sending the Confirmation Agreement shall serve as Customer's acceptance of the terms and conditions set forth in this Confirmation Agreement.
13. This Confirmation Agreement expressly limits Customer's acceptance to the terms and conditions set forth in this Confirmation Agreement. These terms and conditions shall prevail over any terms and conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions or any other document issued by Customer in connection with this Confirmation Agreement. Any changes made by Customer to the terms and conditions of this Confirmation Agreement, as it presently appears as of the date UGIES sent this Confirmation Agreement to Customer, are expressly rejected by UGIES and are null and void and of no effect.

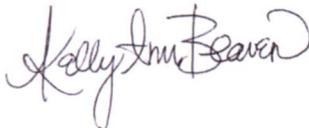
Check the box that applies: The Customer has a tax exemption from state sales tax under the state law in which the Customer's facility or facilities served under this Confirmation Agreement is/are located. Yes No **If Yes, Customer shall furnish to UGIES the tax exemption certificate to evidence such exemption.**

Please sign and return one copy of the Confirmation Agreement to UGIES to the fax number or e-mail address set forth above. IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

CUSTOMER: City of Newburgh

UGI ENERGY SERVICES, LLC

BY: 
BY: Todd Venning


BY: Kelly Beaver

TITLE: City Manager / CEO

TITLE: Vice President – Energy Marketing & Supply

DATE: 8/12/25

DATE: 8/12/2025

Customer Information: UGIES is licensed to provide gas supply and related services in the State of New York. The rights and obligations of Customer with respect to the services provided by UGIES are protected by the terms and conditions of the Contract. Should Customer have any questions or require additional information regarding the Contract, Customer can contact the Director of Customer Service at UGIES at 800-427-8545. Customer should call Central Hudson Electric and Gas at 845-486-5562 in the event that a gas leak or service outage occurs. Buyer may also request information from the New York State Public Service Commission at: Office of Consumer Education & Advocacy, 3 Empire State Plaza, Albany, NY 12223. The New York Public Service Commission can be reached by phone at 1-800-355-4418 or through its website at <http://www.dps.state.ny.us>

**UGI Energy Services, LLC
Customer Confirmation Agreement**

Fax No.
E-mail: wmler@ugies.com

Offer Date: 8/12/2025
Customer: City of Newburgh
Ref#: 13652
Local Utility: Central Hudson Gas & Electric
Sales Rep: Wanda Miller

This Confirmation Agreement is between UGI Energy Services, LLC ("UGIES") and City of Newburgh ("Customer") (together, the "Parties"), and is subject to the terms and conditions of that certain Master Natural Gas Sales Agreement ("Contract") to be executed by the Parties. If the Contract is not executed within 30 days of the Effective Date (defined below) of this Confirmation Agreement, UGIES' standard form Contract shall govern. If a conflict exists between the provisions of the Contract and this Confirmation Agreement, the provisions of this Confirmation Agreement shall govern.

CUSTOMER DISCLOSURE STATEMENT

PRICE: See the Contract Price Section, below.

CONTRACT TERM AND SALES PERIOD(S): Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified below, or such date thereafter as service is authorized by the Local Utility, and shall remain effective for the duration of the Sales Period through and until the last day of the Sale Period, or such date thereafter as authorized by the Local Utility. The term of the Contract shall continue until either Party receives written notice of termination from the other Party specifying a termination date that is no earlier than 30 days after the date of the written notice, with such termination to be effective on the specified termination date or such date thereafter as authorized by the Local Utility. **Notwithstanding such notice, however, this Contract shall remain effective for the duration of the Sales Period specified in this Confirmation Agreement.**

SALES PERIOD: October 2026 through May 2027

COMPENSATION DISCLOSURE: M&R ENERGY RESOURCE CORP. is acting as Customer's energy broker or energy consultant for this transaction and their fee of \$0.275/Dth is included in the Contract Price stated below.

TERMS OF RENEWAL: In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified in the most recent Confirmation Agreement, gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery.

PROCESS FOR CONTRACT RESCISSION BY CUSTOMER: Customer may rescind the Contract upon thirty (30) days' written notice to UGIES. Upon receipt of Customer's rescission notice, UGIES will resell, liquidate or cash out all gas purchased previously for Customer's account (the "Liquidation Quantity") in a commercially reasonable manner. If the Contract Price is greater than the price UGIES receives in selling, liquidating or cashing out gas purchased for Customer's account, the negative difference, including UGIES' costs to unwind or liquidate any related financial hedges, shall be charged to Customer, and Customer agrees to pay such charges. Notwithstanding the foregoing, residential customers may rescind this Contract without charge or penalty within three business days after its receipt without any obligation.

AMOUNT OF TERMINATION FEE: There is no termination fee other than the reimbursement of any liquidation losses described above.

AMOUNT OF LATE PAYMENT FEE: Any unpaid amounts shall accrue interest from the due date at the rate that is the lesser of 1 1/2 % per month or the maximum lawful rate.

CONDITIONS THAT MUST BE PRESENT FOR SAVINGS TO BE PROVIDED: This contract constitutes a normal business agreement between the Customer and UGIES. There is no guarantee of savings to the customer.

The conditions that are presented in this Customer Disclosure Statement are exhibited for emphasis and clarity. These items are consistent with the terms and conditions of both the Contract and Confirmation Agreement and may be repeated within the Contract and/or the Confirmation Agreement.

NATURE OF SERVICE: UGIES' obligation to deliver and sell, and Customer's obligation to accept and purchase the Contract Quantity of natural gas ("Gas") at the Point of Delivery is Firm.

SALES PERIOD: October 2026 through May 2027

CONTRACT QUANTITY (at Point of Delivery): UGIES shall deliver and invoice Customer for the full natural gas requirements of Customer's facilities for the account(s) covered hereunder. Initial orders for Customer's account(s) were based on the following estimates of Customer's Gas usage:

Month	Dth @ City Gate	Month	Dth @ City Gate
October 2026	134	February 2027	2687
November 2026	1661	March 2027	2523
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January 2027	2747	May 2027	189

Account Numbers: 210041322841000401673, 210041352871000402332, 210041132431000403442, 210041456331000401781, 210040668621000404328, 210041184731000402274, 210041333571000401678, 210041146541000403451, 210041481811000403101, 210041128151000403440, 210041466561000401798, 210041160301000402890

CONTRACT PRICE (at Point of Delivery):

Base Quantities:

Lock-in Price at Point of Delivery	\$/DTH @ City Gate
October 2026 through May 2027	\$5.4851

POINT OF DELIVERY: Central Hudson Gas & Electric ("Local Utility") City Gate

NOMINATION PROCEDURE: UGIES shall schedule the usage requirements of Customer, as mandated by the Local Utility.

SPECIAL CONDITIONS:

TERMS AND CONDITIONS:

1. During the Sales Period, UGIES shall be Customer's sole supplier of Gas for the accounts identified above. Customer authorizes UGIES to act as its agent for handling all Gas scheduling matters with Local Utility.

**UGI Energy Services, LLC
Customer Confirmation Agreement**

Fax No.

E-mail: wmiller@ugies.com

Offer Date: 8/12/2025

Customer: City of Newburgh

Ref#: 13652

Local Utility: Central Hudson Gas & Electric

Sales Rep: Wanda Miller

2. Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified above, or such date thereafter as service is authorized by the Local Utility, and shall remain effective for the duration of the Sales Period through and until the last day of the billing cycle of the Sales Period, or such date thereafter as authorized by the Local Utility.
3. The Contract Price quoted above is based on Customer's estimated usage of Gas for the accounts shown. If a material change in Customer's Gas usage at its facilities occurs for reasons other than variations in weather (including, but not limited to, the shut-down of any existing facility, the opening of any new facility, installation or removal of equipment or changes in operating times or processes), then UGIES may charge Customer current market prices at the Point of Delivery for Customer's increased Gas usage and may assess liquidation charges to Customer calculated under current market prices at the Point of Delivery for Gas that Customer failed to consume.
4. The Contract Price stated above includes charges for upstream pipeline capacity assigned to Customer's account and paid by UGIES to the Local Utility, which charges are based on the maximum tariff rates applicable to the capacity assigned. To the extent that Local Utility changes the cost recovery mechanism for pricing assigned capacity, including the use of the Local Utility's weighted average cost of capacity to determine the capacity charges, and such change results in an increase to the capacity charges paid by UGIES to Local Utility during the Sales Period specified above, UGIES shall directly bill a ratably allocated portion of such increased capacity charges to Customer and Customer agrees to pay such increased capacity charges.
5. In the event that: (i) UGIES is assessed any new or increased pool fees, transportation rates, balancing charges or storage charges that are not already included in Customer's Contract Price, by either the Local Utility or a pipeline used by UGIES to deliver Customer's Gas to the Point of Delivery (with either referred to herein as a "Transporter"); or (ii) such Transporter adopts any other changes in its requirements during the term of the Contract that result in a direct increase in cost to UGIES in providing service to Customer, UGIES may pass through a ratably allocated portion of such fees and charges to Customer on a monthly basis and Customer agrees to pay such fees and charges.
6. Once executed and returned by Customer, this Confirmation Agreement shall be effective ("Effective Date") between the Parties; provided however, UGIES reserves the right to adjust the Contract Price after the Effective Date to reflect changes in commodity and/or basis prices between the time the Confirmation Agreement is provided by UGIES to Customer and when it is executed and returned by Customer. UGIES will send to Customer an amendment to this Confirmation Agreement reflecting any final price adjustment.
7. If service under this Confirmation Agreement or any designated account is terminated early for any reason, UGIES will be authorized to sell any Gas purchased for Customer's account. Any loss on such sale will be charged to Customer, and any gain on such sale will be credited to Customer.
8. In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified above, Gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery for the remaining term of the Contract.
9. Customer and UGIES agree to keep all terms of this Confirmation Agreement proprietary and confidential.
10. Once established by UGIES and for so long thereafter as Customer is participating in consolidated utility billing, the billing and payment provisions of the Contract will not apply and the Local Utility will bill all UGIES' monthly charges and Local Utility's monthly charges in a single monthly invoice. All amounts due to UGIES for monthly deliveries will be paid by Customer in accordance with the Local Utility's established payment terms.
11. This Confirmation Agreement, together with any quote, proposal, or other pricing information provided by UGIES to the Customer (collectively, the "Quote"), and also together with any amendments to this Confirmation Agreement and the Contract (whether executed by the Parties or UGIES's standard form Contract), shall constitute the sole and entire agreement of the Parties with respect to the subject matter in this Confirmation Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
12. Customer understands and agrees that UGIES has pre-signed this Confirmation Agreement expressly in agreement to the terms and conditions set forth herein. Customer shall notify UGIES of any objections to the terms and conditions set forth in this Confirmation Agreement or shall countersign the Confirmation Agreement within one (1) business day of UGIES sending this Confirmation Agreement to Customer. Customer expressly agrees that Customer's failure to note any objection or countersign this Confirmation Agreement within one (1) business day of UGIES sending the Confirmation Agreement shall serve as Customer's acceptance of the terms and conditions set forth in this Confirmation Agreement.
13. This Confirmation Agreement expressly limits Customer's acceptance to the terms and conditions set forth in this Confirmation Agreement. These terms and conditions shall prevail over any terms and conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions or any other document issued by Customer in connection with this Confirmation Agreement. Any changes made by Customer to the terms and conditions of this Confirmation Agreement, as it presently appears as of the date UGIES sent this Confirmation Agreement to Customer, are expressly rejected by UGIES and are null and void and of no effect.

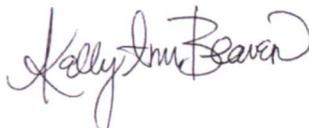
Check the box that applies: The Customer has a tax exemption from state sales tax under the state law in which the Customer's facility or facilities served under this Confirmation Agreement is/are located. Yes No **If Yes, Customer shall furnish to UGIES the tax exemption certificate to evidence such exemption.**

Please sign and return one copy of the Confirmation Agreement to UGIES to the fax number or e-mail address set forth above. IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

CUSTOMER: City of Newburgh

UGI ENERGY SERVICES, LLC

BY: 
Todd Venning


BY: Kelly Beaver

TITLE: City Manager / CEO

TITLE: Vice President – Energy Marketing & Supply

DATE: 8/12/25

DATE: 8/12/2025

Customer Information: UGIES is licensed to provide gas supply and related services in the State of New York. The rights and obligations of Customer with respect to the services provided by UGIES are protected by the terms and conditions of the Contract. Should Customer have any questions or require additional information regarding the Contract, Customer can contact the Director of Customer Service at UGIES at 800-427-8545. Customer should call Central Hudson Electric and Gas at 845-486-5562 in the event that a gas leak or service outage occurs. Buyer may also request information from the New York State Public Service Commission at: Office of Consumer Education & Advocacy, 3 Empire State Plaza, Albany, NY 12223. The New York Public Service Commission can be reached by phone at 1-800-355-4418 or through its website at <http://www.dps.state.ny.us>

RESOLUTION NO.: 175 - 2025

OF

AUGUST 11, 2025

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT FOR GAS SUPPLY TO THE CITY OF NEWBURGH FOR
THE BEST VALUE TERM TO THE LOWEST RESPONSIBLE BIDDER

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, 2019, 2021, 2023 and 2024; and

WHEREAS, M&R Energy Resources Corporation continues to monitor the New York gas market to lock in rates for a term that provides the best value to the City in order to obtain the best possible pricing and yield predictable natural gas costs for the next contract period; and

WHEREAS, securing the lowest bid and locking in the greatest annual savings, gas supply services contract will occur between City Council meetings; and

WHEREAS, the City Council finds that authorizing M&R Energy Resources Corporation to duly advertise for bids for the gas supply services contract and to open and return said bids and authorizing the City Manager to execute contracts for the best possible pricing and term to yield predictable natural gas costs for the new contract period is 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 bid for the gas supply services contract be and hereby is awarded to the lowest responsible bidder, providing for the best value term, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final term and pricing by this Council.

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 8/11/25 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 12th day of Aug. 20 25


City Clerk

RESOLUTION NO.: 196 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH
SOLICITATION #4.25 FOR BUILDING CLEANING SERVICES**

WHEREAS, the City of Newburgh duly advertised for bids in connection with Solicitation #4.25 for building cleaning services; and

WHEREAS, 21 sealed bids were received, none of which were opened; and

WHEREAS, upon receipt of a notification from New York State Industries for the Disabled, Inc. (“NYSID”), it appears that NYSID is a Preferred Source Provider (“PSP”) entitled to preferential treatment under State Finance Law §162 in a manner that may require the City to contract for cleaning services with NYSID without engaging in competitive bidding to procure the services; and

WHEREAS, this Council has determined that rejecting all bids for Solicitation #4.25 for the purpose of complying with State Finance Law §162 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 all bids received in connection with Solicitation #4.25 for building cleaning services be and are hereby rejected.

RESOLUTION NO.: 197 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 75 WISNER AVENUE (SECTION 25, BLOCK 4, LOT 25)
AT PRIVATE SALE TO MIGUEL TRINIDAD CAHUASI
FOR THE AMOUNT OF \$200,000.00**

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 75 Wisner Avenue, being more accurately described as Section 25, Block 4, Lot 25 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 Monday, December 8, 2025, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
75 Wisner Avenue	25 - 4 - 25	Miguel Trinidad Cahuasi	\$200,000.00

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

75 Wisner Avenue, City of Newburgh (SBL: 25-4-25)

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 **2025-2026**, and also subject to all 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 **2025-2026**, 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 receipt 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 not 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 **\$20,000.00** 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: _____

Miguel Trinidad Cahuasi

Property Proposal Summary

Location: 75 Wisner Avenue
Tax Map Number: 25-4-25
Property Class: 220 – Two-Family Residence
Zoning: RL— Residential Low Density
Description: 2-story building. Year built: 1920; 5,022 sf—4 bedrooms/2bath; full basement area; fenced backyard, shed in rear; lot size—31 x 162.
Condition: Average
Assessed Value: \$193,000
Estimated Annual Taxes: \$6,316.69 (2025)
List Price: \$219,900

Offer Information:

Name: Miguel Trinidad
Offer Price: **\$200,000**
Repair/Renovation Estimate: \$55,000 +/-
Proof of Financing: FHA 203k Renovation Loan

Comments: The City of Newburgh originally acquired this building through tax foreclosure. The house was initially listed for sale in the late winter 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 ceiling damage on the first floor from the second floor. Rehab is needed throughout.

The purchaser is a city resident who is currently sharing a room with his father from a family friend. He intends to become an owner occupant with his first home purchase, while having his father occupy the other unit to assist with his future needs.



RESOLUTION NO.: 198 - 2025

OF

SEPTEMBER 8, 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 LYNDSIE MAEGAN NOSEK
FOR THE AMOUNT OF \$50,000.00**

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 Monday, December 8, 2025, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
85 Fowler Avenue	13 - 7 - 15	Lyndsie Maegan Nosek	\$50,000.00

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 **2025-2026**, and also subject to all 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 **2025-2026**, 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 not 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 **\$5,000.00** 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: _____

Lyndsie Maegan Nosek

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:	Lyndsie Nosek
Offer Price:	\$50,000
Repair/Renovation Estimate:	\$54,000 +/-
Proof of Financing:	Homestyle Rehab Loan, 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 grew up in the City of Newburgh and currently resides in New Windsor with her son. She is very active with city organizations. She intends to become an owner occupant with her first home purchase.



RESOLUTION NO.: 199 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO A SITE DEVELOPMENT AGREEMENT WITH
THE KEARNEY REALTY & DEVELOPMENT GROUP INC. FOR THE TRANSFER
AND REDEVELOPMENT OF PROPERTIES LOCATED AT
137 SMITH STREET (SECTION 12, BLOCK 4, LOT 4.1),
140 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 10), AND
146 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 2.1)**

WHEREAS, by Resolution No. 249-2022, the City of Newburgh authorized execution of a Site Development Agreement with The Kearney Realty & Development Group Inc. for the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1); and

WHEREAS, The Kearney Realty & Development Group Inc. requested a six (6) month extension of time to close title in accordance with the Site Development Agreement, and the City Manager granted the request to extend the time to close title until April 24, 2025; and

WHEREAS, Sean Kearney, Vice President of The Kearney Realty & Development Group Inc., has requested an extension of time to meet certain key performance dates contained in the Site Development Agreement; and

WHEREAS, the City Council of the City of Newburgh finds that approving an amendment to the Site Development Agreement that modifies said key performance dates is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached Amendment to the Site Development Agreement with The Kearney Realty & Development Group Inc. for the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1).

AMENDMENT TO SITE DEVELOPMENT AGREEMENT

THIS AMENDMENT TO SITE DEVELOPMENT AGREEMENT (“Amendment”), made as of this _____ day of _____, 2025, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City”) and The Kearney Realty & Development Group Inc., a domestic business corporation having an address of 57 Route 6, Baldwin Place, New York 10505 (“Developer”).

WITNESSETH:

WHEREAS, on October 24, 2022, the City and Developer executed a Site Development Agreement (“Agreement”) for, among other things, the transfer and redevelopment of properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1) (the “Project”); and

WHEREAS, certain key dates contained in the Agreement have expired; and

WHEREAS, Developer desires to continue developing the Project to its completion; and

WHEREAS, the parties desire to extend certain key performance dates contained in the Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Schedule C as originally set forth in the Agreement shall be replaced in total with the “Amended Schedule C,” annexed hereto and made a part hereof.
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Second Addendum as of the day and year first above written.

THE CITY OF NEWBURGH

THE KEARNEY REALTY &
DEVELOPMENT GROUP, INC.

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

By: Sean Kearney, Vice President

AMENDED SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within ninety (90) days of the execution of this Agreement, the Developer shall submit a Request for Informational application to the City of Newburgh for the Project that described the development proposal in accordance with this Agreement. **(TASK COMPLETED JANUARY 24, 2023)**
2. Closing Deadline: On or before October 24, 2026. By the Closing Deadline, Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.

DRAFT

RESOLUTION NO.: 249 - 2022

OF

OCTOBER 11, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE DEVELOPMENT AGREEMENT WITH THE KEARNEY REALTY & DEVELOPMENT GROUP INC. FOR THE TRANSFER AND REDEVELOPMENT OF PROPERTIES LOCATED AT 137 SMITH STREET (SECTION 12, BLOCK 4, LOT 4.1), 140 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 10), AND 146 MONTGOMERY STREET (SECTION 12, BLOCK 4, LOT 2.1)

WHEREAS, the City of Newburgh wishes to redevelop City-owned properties located at 137 Smith Street (Section 12, Block 4, Lot 4.1), 140 Montgomery Street (Section 12, Block 4, Lot 10), and 146 Montgomery Street (Section 12, Block 4, Lot 2.1) (collectively the "Properties"); and

WHEREAS, the City of Newburgh issued Request for Proposals ("RFP") No. 6.21 to solicit for plans to redevelop the Properties; and

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

WHEREAS, the City Council caused a public hearing to be duly noticed and convened and completed a public hearing on September 12, 2022; and

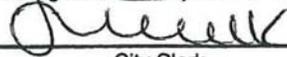
WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto; and

WHEREAS, this Council finds that the Properties are not required for public use and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the site development agreement with The Kearney Realty & Development Group Inc. (by Kenneth Kearney, as president), in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the properties located at 137 Smith Street, 140 Montgomery Street, and 146 Montgomery Street.

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 Oct 11, 2022 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 11 day of Oct, 20 22


City Clerk

RESOLUTION NO.: 200 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ORANGE-ULSTER BOCES FOR THE STORAGE OF
ARCHIVED MUNICIPAL RECORDS AND MUNICIPAL RECORDS ON MICROFILM**

WHEREAS, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized an agreement with Orange-Ulster BOCES for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 45-2019 of February 25, 2019, Resolution No. 170-2019 of July 8, 2019, Resolution No. 208-2020 of September 14, 2020, and Resolution No. 172-2021 of July 12, 2021, the City Council authorized one-year renewal agreements for the periods June 2018 to June 2019, June 2019 to June 2020, June 2020 to June 2021, and July 2021 to June 2022 respectively, with Orange-Ulster BOCES for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 196-2021 of August 9, 2021, the City Council of the City of Newburgh authorized an agreement with Orange-Ulster BOCES for microfilm storage of certain municipal records of the City of Newburgh; and

WHEREAS, by Resolution No. 221-2022 of September 12, 2022 and Resolution No. 255-2024 of November 25, 2024, the City Council approved renewal agreements with the Orange-Ulster BOCES for both archived municipal records and microfilmed records storage; and

WHEREAS, Orange-Ulster BOCES has submitted a renewal agreement for pick-up, delivery, retrieval and storage of the City's archived municipal records and storage of the City's microfilm records at an approximate annual cost of \$3,672.00 for the archival records and \$768.00 for the microfilm storage for an approximate total annual cost of \$4,440.00 with funding derived from A.1460.0448 Records Management—Other Services; and

WHEREAS, this Council has determined that entering into the renewal agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a renewal agreement with Orange-Ulster BOCES at a cost of \$4,440.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records and storage of the City's microfilm records.

ADMINISTRATION

Deborah McBride Heppes
Chief Operating Officer

Kerri B. Stroka
Deputy Superintendent

Mark P. Coleman
Assistant Superintendent
Finance and Management Services



BOARD MEMBERS
Eugenia S. Pavlek, President
William M. Boss, Vice-President

Michael Bello
Lawrence E. Berger
Martha Bogart
David Eaton
Edwin A. Estrada

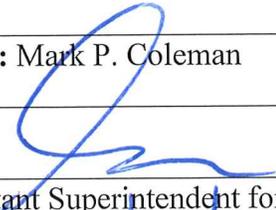
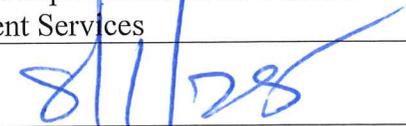
Sharleen Depew
Clerk of the Board

**Orange-Ulster BOCES Letter of Agreement
2025-2026**

Description of Service: Archival/Inactive Storage
Co-Ser: 643-7012-643.220
Description of Service: Microfilm Storage
Co-Ser: 643-7012-643.230

Client: City of Newburgh	Orange-Ulster BOCES (OUB)
Contact/Title: Todd Venning City Manager	Contact/Title: Catherine Sherlock Information Processing Manager
Address/Telephone/E-mail: City Hall 83 Broadway Newburgh, NY 12550 tvenning@cityofnewburgh-ny-gov	Address/Telephone/E-mail: 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Catherine.sherlock@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

Client:	OUB:
Print Name:	Print Name: Mark P. Coleman
Signature:	Signature: 
Title:	Title: Assistant Superintendent for Finance and Management Services
Signing Date:	Signing Date: 8/1/25 

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement:

- 1. Term.** The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as inactive paper records in labeled cubic foot boxes or transfiles) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.
- 2. Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.
- 3. Storage Volume.** Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.
- 4. Client Instructions.** Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.
- 5. Operational Procedures.** Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.
- 6. Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.
- 7. Governmental Orders.** OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.

8. **Confidentiality.** “Confidential Information” means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party’s written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client’s Confidential Information.
9. **Limitation of Liability.**
- a. Liability for Loss or Damage to Deposits. OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
 - b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
 - c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
10. **ITAR/EAR Compliance.** Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client’s Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a “custodian” of the records or “designee” of Client under state or federal law with respect to such records.
12. **Notice of Loss.** When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.
13. **Client Default.** If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days’ written notice to Client, Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits.

OUB shall have other rights and remedies as may be provided by law. In the event OUB takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.

14. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
15. **Safe materials and Premises.** Client shall not store with OUB or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUB for damage to equipment or injury to personnel resulting from Client's breach of this warranty.
16. **Purchase Orders.** OUB will accept the P.O. in advance for yearly service.
17. **Miscellaneous.** Client will box documents in cubic foot cartons and label appropriately prior to being picked up by the OUB Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

Schedule A

**Orange Ulster BOCES Cost for Standard Services
Cubic Foot Box Storage**

DESCRIPTION	COST
Climate Controlled Storage	\$ 3.00 per cubic foot carton per month
Verify Client Created Content List	\$ 0.00 (included in cubic foot storage cost)
OUB Records Management Specialist time for retrieval, refile, emailed documents per request	\$47.50 per hour (one hour minimum)
Client Approved Document Destruction (Shredding) with certificate provided to client	\$65.00 per bin (8 cubic feet per bin)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	\$47.50 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	\$.70 per mile (rate 2025)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	\$47.50 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	\$47.50 per hour each OUB Records Management Specialist

School District/Public Agency:

SERIES	DESCRIPTION	# OF CUBIC FEET @ \$3.00 per CF	RETENTION
Various City Records	Historical	102	Permanent
Total @ \$3.00 per month		102 = \$306.00 Per month	\$3,672.00 per year

**Orange Ulster BOCES Cost for Standard Services
Microfilm Storage**

DESCRIPTION	COST
Climate Controlled Storage	\$ 1.00 per roll of film per month
Verify Client Created Content List	\$ 0.00 (included in roll of film cost)
OUB Records Management Specialist time for retrieval and emailed documents per request	\$47.50 per hour (one hour minimum)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	\$47.50 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	\$.70 per mile (rate 2025)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	\$47.50 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	\$47.50 per hour each OUB Records Management Specialist

Newburgh City of	# OF ROLLS	2025-2026
Various City Records	64 rolls x \$1.00 = \$64.00 per month	\$768.00 per year

RESOLUTION NO.: 201 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH DRONESENSE, INC.
FOR SUBSCRIPTION-BASED LICENSES AND RELATED SERVICES
AT A TOTAL COST OF \$33,222.00 FOR A THREE-YEAR TERM**

WHEREAS, by Resolution No. 231-2023 of November 13, 2023, the City Council authorized the City Manager to apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology program grant (“LETech grant”) in the amount of \$1,750,000.00 with no City match for the purchase of equipment and related services, and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby; and

WHEREAS, the City of Newburgh Police Department was awarded the LETech grant which funded a contract with DroneSense, Inc. for subscription-based licenses and support services for the Police Department drone program; and

WHEREAS, the Police Department proposes to renew the DroneSense, Inc. agreement for a three-year term with funding in the amount of \$33,222.00 will be derived from LE Tech Grant Budget Line CG.3120.0200.3350.2025; and

WHEREAS, this Council has determined that renewing the agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with DroneSense, Inc. at a total cost of \$33,222.00 for subscription-based licenses and support services for the City of Newburgh Police Department drone program.



DRONESENSE

Newburgh Police Department - NY - 2025 Renewal (Three Year)

Quote created: July 24, 2025 Reference: 20250724-103654517

Newburgh Police Department - NY

55 Broadway
Newburgh, 12550

Brandon Rola

Chief
brola@cityofnewburgh-ny.gov

Trevor Lord

LT
tlord@cityofnewburgh-ny.gov
845-245-9706

Comments

Subscription Term 9/16/25 - 9/15/28
3% discount for a three year term, contingent on paying the full term at one time

**If sending a PO, please note the instructions under the Signature Section of this Quote



Item & Description	SKU	Quantity	Unit Price	Total
Class 2 UAS License Class 2 UAS License DJI Matrice 200, 300, 350, and 30/T series, Autel Max 4T/N Empower your team with the Class 2 UAS software license for DroneSense, the comprehensive drone / program management and collaboration platform. Streaming with unlimited viewers and pilots. Share live streams with internal teams or cooperating agencies, providing critical bird's-eye views to save time, resources, and lives.	DSC2	3	\$2,900.00 / year	\$8,700.00 / year for 3 years
Class 1 UAS License Class 1 UAS License DJI Mavic, Autel, and Parrot (Enterprise sUAS) Empower your team with the Class 1 UAS software license for DroneSense, the comprehensive drone / program management and collaboration platform. Streaming with unlimited viewers and pilots. Share live streams with internal teams or cooperating agencies, providing critical bird's-eye views to save time, resources, and lives.	DSC1	1	\$1,700.00 / year	\$1,700.00 / year for 3 years

Item & Description	SKU	Quantity	Unit Price	Total
<p>Screen Share Only</p> <p>Screen Share Only DJI Avata, other non-SDK / non-MAVLink drones or cameras (eg: gopro)</p> <p>Enable screen share casting from any open mobile application to OpsHub. Includes a software license for DroneSense screen sharing via mobile device and Web Console, with unlimited viewers, pilots, and video sharing.</p>	DSSSO	1	\$900.00 / year	\$900.00 / year for 3 years
<p>DroneSense Support</p> <p>Initial setup and online training, 24/7 technical support via tickets & phone as outlined in Terms and Conditions, and fair use storage on DroneSense cloud. Product training webinars and software maintenance.</p>	DSS	1	\$0.00 / year	\$0.00 / year for 3 years
<p>One-Time Discount</p>	OTD	1	\$0.00	(\$678.00) after \$678.00 discount for 3 years

Annual subtotal	\$11,300.00
One-time subtotal	(\$678.00)
after \$678.00 discount	
Total	\$10,622.00
Total contract value	\$33,222.00

Signature

Each of the undersigned represents that he or she is fully authorized to enter into this Agreement and agrees to the attached Terms and Conditions.

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

“This Purchase Order references Quote No. 20250724-103654517 and is governed by and incorporates the quote and the Platform Terms & Conditions at dronesense.com/terms-and-conditions (the “Agreement”). Capitalized terms have the meanings in the Agreement unless otherwise stated. By signing, Customer represents and warrants that (a) it has read, understands, and agrees to the Agreement, and (b) has full authority to do so. If signed before the referenced quote expires, this Purchase Order is deemed accepted by DroneSense upon Customer’s signature.”

Brandon Rola

brola@cityofnewburgh-ny.gov

[sig|req|signer1]

This quote expires on October 22, 2025

This quote is subject to and incorporates by reference the Platform Terms & Conditions located at dronesense.com/terms-and-conditions (the “Agreement”). All capitalized terms used in this quote have the meanings stated in the Agreement, unless stated otherwise. By signing this quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this quote and agrees to be bound by the terms of the Agreement, (b) it has full power and authority to accept the Agreement and this quote, and (c) this quote constitutes a valid and binding obligation on the part of both parties and no additional purchase order or other purchasing document is required.

Questions? Contact me



Munish Chaturvedi

Account Manager

munish.chaturvedi@dronesense.com

DroneSense

2028 E Ben White Blvd #240-4502

Austin TX 78741

United States



Platform Terms & Conditions

These TERMS & CONDITIONS (these “Terms”), including any Orders (as defined herein), addenda, exhibits and schedules hereto (collectively, this “Agreement”), sets forth the terms and conditions pursuant to which DroneSense, Inc., a Delaware corporation (“DroneSense”), shall provide the Products and Services (defined herein) and User access to and use of the Products and Services. These terms are between DroneSense and the DroneSense customer who has purchased the Products and Services as set forth on the applicable Order (“Customer” or “you”) and are made as of the date set forth on such Order. DroneSense may, at its discretion, update these Terms at any time. You can access and review the most current version of these Terms at the URL for this page, by clicking on the “Terms & Conditions” link within the Platform, or as otherwise made available by DroneSense. The most current version of these Terms will be effective when posted and will replace and supersede any prior versions posted.

1. CERTAIN DEFINITIONS.

1.1. “Affiliate” means, with respect to any entity, any other entity that controls, is controlled by or is under common control with such entity, for so long as such control exists. For the purposes of this definition, the word “control” (including, with correlative meaning, the terms “controlled by” or

“under the common control with”) means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock of such entity, or by contract or other means.

1.2. “API” means any proprietary application programming interface made accessible by DroneSense that enables Customer and its Users to, among other things, (i) insert or retrieve Customer Data (as defined herein) via the Platform or On-Premise Offering, and/or (ii) insert or retrieve Customer Data from any approved Integrations via the Platform or On-Premise Offering.

1.3. “Anonymized Data” means Customer Data that has been aggregated in a manner that does not reveal any personally identifiable information and cannot reasonably be used to identify Customer or any User as the source of such data.

1.4. “Credentials” means any User accounts, passwords, access URLs, and other authentication credentials associated with use of the Platform and/or On-Premise Offering by Customers and Users.

1.5. “Customer Facilities” means Credentials and any account, network, database, hardware, system or other facility within a Customer’s custody or control.

1.6. “Customer Hardware” means any hardware used in conjunction with the Products and Services, such as, but not limited to, unmanned aerial systems.

1.7. “Documentation” means user manuals and other technical documentation provided by DroneSense and related to the Products and Services.

1.8. “Hardware” means the goods, supplies, parts, assemblies or other items to be furnished by DroneSense to Customer including raw materials,

components, and intermediate assemblies of such items, each as specified on the Order.

1.9. “Intellectual Property” means all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos, and other source identifiers; trade secrets; software, databases, and data; and all other intellectual property and industrial designs.

1.10. “Integrations” means any API integration of the Platform or On-Premise Offering with Customer Facilities or Third Party Offerings authorized by DroneSense which enables Customer to transfer Customer Data between the Platform or On-Premise Offering and Customer Facilities or Third Party Offerings.

1.11. “Malicious Code” means without limitation code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs, and trojan horses.

1.12. “Manufacturer” means the entity that creates or supplies the Hardware.

1.13. “Mobile Apps” means mobile software applications DroneSense may make available for access to and use of certain components of the Platform or On-Premise Offering.

1.14. “On-Premise Offering” means DroneSense’s proprietary object code offering branded as “DroneSense” and any applicable API’s, any Reports and Reports Templates, and other related software, content and services, including all and all such services and software labeled as alpha, beta, pre-release, trial, preview, early-access, limited-access, or otherwise, and including any enhancements, updates, upgrades, derivatives or bug fixes to such services, software, and offerings, and any Documentation, add-ons, templates, and sample data sets as provided by DroneSense.

1.15. “Order” means each order form, quote, or purchase order entered into in writing by a Customer and DroneSense which makes reference to these Terms or to which these Terms are attached and which specifies the Products and Services, including any Fees, number of authorized Users, and any additional terms applicable to a Customer’s access to and use of such Products and Services.

1.16 “Platform” means DroneSense’s proprietary software as a service offering branded as “DroneSense,” the websites at <https://www.dronesense.com>, <https://web.dronesense.com/>, the Platform Elements (as defined herein), and any applicable domains and subdomains, any APIs, any Mobile Apps, any Reports and Reports Templates, and other related software, content and services, including all and all such services and software labeled as alpha, beta, pre-release, trial, preview, early-access, limited-access, or otherwise, and including any enhancements, updates, upgrades, derivatives or bug fixes to such services, software, and offerings, and any Documentation, add-ons, templates, and sample data sets as provided by DroneSense.

1.17. “Products and Services” means the Professional Services, Hardware, On-Premise Offering and/or Platform.

1.18. “Professional Services” means any integration, training, maintenance, geographic information systems (GIS), technical writing, policy auditing and other professional services provided by DroneSense as specified in an Order.

1.19. “Public Safety Incident” means an adverse event, near-miss, or other event in a public setting resulting from unsafe conditions that could potentially endanger the safety and security of the public, including but not limited to hazardous conditions, natural disaster or security threats.

1.20. “Reports” means certain analytical and/or consolidated reports and insights generated by the Platform and On-Premise Offering with respect to Customer Data and otherwise.

1.21. “Reports Templates” means DroneSense’s proprietary algorithms, models and other data analytics, and other templates and tools which are provided by DroneSense to Customer and Users via the Platform and On-Premise Offering.

1.22. “Subscription” means a Platform or On Premise Offering subscription for the applicable Subscription Term and on the terms set forth in this Agreement and the applicable Order.

1.23. “Subscription Term” means the duration of a Subscription as indicated on the applicable Order.

1.24. “Third Party Offerings” means products and services delivered or performed by third parties independently of the Products and Services or other online, web-based applicable subscription services, and any associate offline products provided by third parties, that interoperate with the Products and Services.

1.25. “Users” means employees and contractors of Customer who are authorized by Customer to access and use the Products and Services.

2. PLATFORM AND ON-PREMISE OFFERING.

2.1. Provision of Platform. During the Subscription Term of the applicable Subscription and subject to the terms and conditions set forth herein, including without limitation Customer’s payment of all Fees due hereunder and any restrictions or parameters set forth in this Agreement and the applicable Order, if Customer has purchased a Subscription to the Platform as indicated on an applicable Order, Customer and its Users shall have a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free right and license to access and internally use the Platform solely within

Customer Facilities and for its intended purpose. DroneSense will use commercially reasonable efforts to provide Customer with access to its Platform consistent with its Service Level Agreement as set forth on DroneSense's website.

2.2. Provision of On-Premise Offering. During the Subscription Term of the applicable Subscription and subject to the terms and conditions set forth herein and the applicable Order, including without limitation Customer's payment of all Fees due hereunder and any restrictions or parameters set forth in this Agreement, if Customer has purchased a Subscription to the On-Premise Offering as indicated on an applicable Order, Customer and its Users shall have a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free right and license to access, download and internally use the On-Premise Offering solely within Customer Facilities and for its intended purpose.

2.3. Users. Users shall abide by the terms of this Agreement and all applicable Orders. Any breach by a User will be deemed to be a breach by Customer. Customer shall be solely responsible for managing and administering User accounts and Credentials, including issuing usernames and passwords, provided that DroneSense may terminate or suspend any User's access to the Platform or On-Premise Offering for any breach without notice.

2.4. Reports. Subject to Customer's and User's compliance with the terms and conditions of this Agreement and each Order, DroneSense hereby grants Customer a perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free right to use, display and create derivative works of the Reports and the Reports Templates (solely to the extent incorporated into the Reports) solely for Customer's internal purposes. Reports may be made available in such formats as determined in DroneSense's sole discretion, which may include GeoJSON, GPX or KML.

2.5. Mobile Apps. DroneSense may offer Mobile Apps. User access to and use of Mobile Apps is subject to and governed by this Agreement. If any

Mobile App is downloaded by a User from the iTunes App Store, Google Play, or any similar service (an “App Store”), use of such Mobile App is further subject to compliance in all material respects with the terms and conditions of the applicable usage rules set forth by such App Store. This Agreement is between Customer and DroneSense only, and not with the proprietor of any App Store (a “Third Party Proprietor”), and no Third Party Proprietor is responsible for Mobile Apps and the contents thereof; however, any Third Party Proprietor and its subsidiaries are third-party beneficiaries of this Agreement with respect to Mobile Apps.

3. HARDWARE.

3.1. Provision of Hardware. DroneSense shall, upon the terms and conditions set forth in these Terms, sell to Customer, and Customer shall purchase from DroneSense, the Hardware in the quantities specified in the Order, if any, as specified in the Order for the Fees stated therein. All sales of Hardware to Customer are final sales and Customer has no right to cancel the Order or return Hardware purchased under this Agreement, except as stated herein. Customer may not reschedule or modify an Order unless Customer makes a request in writing and such request is approved in writing by an authorized DroneSense representative. DroneSense has sole discretion in deciding whether to accept or decline such a request. Acceptance by DroneSense of a Customer request to reschedule or modify an Order may be subject to reasonable conditions, including, without limitation, Customer paying: (a) increased fees for the subject Hardware; (b) rescheduling or modification charges; (c) DroneSense overhead; (d) unearned discounts (billback); (e) reasonable lost profits; and (f) other amounts DroneSense requires. For any Order that is modified, Customer shall have no rights in or to partially completed Hardware or Hardware components.

3.2. Shipping. The Hardware shipment to Customer will be FOB Origin from DroneSense or the Manufacturer's facility. DroneSense may elect to ship by any method DroneSense deems most economical or convenient and charge Customer for the shipping costs it incurs. DroneSense shall not be liable for any delays, loss or damage in transit. DroneSense shall use commercially reasonable effort to ship the Hardware in a prompt manner, although shipment is subject to availability and Manufacturer performance. Shipping dates are approximate and DroneSense is not obligated to ship by a particular date. DroneSense reserves the right to make partial shipments, ship in installments, delay or allocate shipments. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under an Order. The quantity of any installment of Hardware as recorded by DroneSense on dispatch is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary. DroneSense shall not be liable for any non-delivery of Hardware (even if caused by negligence) unless Customer gives written notice to DroneSense of the non-delivery within two (2) days of the date when the Hardware would in the ordinary course of events have been delivered. Any liability of DroneSense for non-delivery of the Hardware shall be limited to delivering the DroneSense Hardware within a reasonable time or adjusting the invoice respecting such Hardware to reflect the actual quantity delivered.

3.3. Title and Risk of Loss. Title to the Hardware shall pass from DroneSense to Customer upon full and complete payment the Fees for such Hardware. Risk of loss or damage shall pass to Customer upon delivery by DroneSense of the Hardware to a common carrier for shipment. Customer shall protect, defend, indemnify and hold DroneSense harmless from and against any loss or damage to the Hardware while it is in transit and thereafter REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE) OF DRONESENSE OR THE MANUFACTURER OR ANY OTHER FAULT ATTRIBUTABLE TO DRONESENSE OR THE MANUFACTURER, INCLUDING STRICT LIABILITY.

3.4. Security Interest. DroneSense reserves a purchase money security interest and lien in any Hardware sold to Customer and Customer's proceeds there from, in the amount of the Fees for such Hardware. In a default by Customer of any obligation to DroneSense, DroneSense shall have the right, in addition to all other rights and remedies, to repossess the Hardware sold to Customer physically, or, if the functionality exists, to remotely disable or deactivate the Hardware sold to Customer for which payment is not timely received. Customer agrees to make the Hardware available to DroneSense for repossession. In addition, upon default by Customer, DroneSense has the right to withhold no-charge support services from Customer, including, without limitation, access to engineering support. The security interest will be satisfied by payment in full. A copy of the invoice and/or these Terms may be filed with appropriate authorities at any time as a financing statement to further perfect this security interest and Customer agrees to execute financing statements and other instruments as requested by DroneSense to perfect and/or provide notice of this security interest. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

3.5. Hardware Inspection and Rejection. Customer shall inspect the Hardware within one (1) day of delivery ("Inspection Period"). Customer will be deemed to have accepted the Hardware unless it notifies DroneSense in writing of any Nonconforming Hardware during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by DroneSense. "Nonconforming Hardware" means only the following: (i) the product shipped is different from the DroneSense Hardware specified in the applicable Order; or (ii) the label or packaging incorrectly identifies its contents. If Customer timely notifies DroneSense of any Nonconforming Hardware, DroneSense shall, in its sole discretion, determine if such Hardware is in fact Nonconforming Hardware, and if so: (i) replace such Nonconforming Hardware with conforming Hardware; or (ii) credit or refund the applicable portion of the price for such Nonconforming Hardware. Customer shall ship, at its expense and risk of loss, the Nonconforming Hardware to the location specified in writing by DroneSense. If, after receiving Customer's shipment of Nonconforming

Hardware, DroneSense exercises its option to replace the Nonconforming Hardware, DroneSense shall ship to Customer, at Customer's expense and risk of loss, the replacement Hardware to the delivery address stated in the Order. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies against DroneSense for the delivery of Nonconforming Hardware.

3.6. Hardware Training, Support and Maintenance. DroneSense will provide limited initial remote training to Customers on the use of the Hardware. DroneSense will provide on-site training if purchased by Customer in the applicable Order as Professional Services. Customer is solely responsible for ensuring that all of its personnel is adequately trained with respect to the use of the Hardware. DroneSense will provide limited remote support to Customers for the use of the Hardware during the Term as Professional Services. If DroneSense is unable to provide the support required by Customer, DroneSense will connect Customer with the Manufacturer. DroneSense will provide maintenance services to Customers as stated in the applicable Order as Professional Services for the Fees stated therein.

3.7. Manufacturer Terms and Conditions; Information Disclosure. As a condition of purchasing the Hardware, Customer is required to agree to, and be legally bound by, the terms and conditions presented by the Manufacturer and which are included or referenced in the applicable Order. Customer hereby consents to the disclosure of Customer's personal information, including without limitation the name, email and address of Customer and its representatives, to the Manufacturers for the purpose of enabling or assisting the Manufacturer to supply and deliver the Hardware purchased by Customer pursuant to this Agreement.

4. OTHER SERVICES.

4.1. Professional Services.

(a) DroneSense shall provide Customer with the Professional Services set forth in each applicable Order. Each such Order will be governed by the terms and conditions of this Agreement and will specify, among other terms the parties deem relevant: (a) a description of the Professional Services that DroneSense will provide; (b) the schedule for performance; and (c) the fees that Customer will pay and the schedule for payment. DroneSense shall be permitted to subcontract such Professional Services subject to mutual agreement by the parties.

(b) In connection with DroneSense's provision of Professional Services, Customer shall provide all reasonable and timely cooperation, information and inputs, perform any tasks, fulfill any necessary responsibilities, and provide any necessary assistance to DroneSense in connection with DroneSense's provision of the Professional Services ("**Customer Responsibilities**"), which may include information, documents, equipment, services, access, facilities and support regarding Customer Facilities. Customer understands that DroneSense's performance of the Professional Services may be dependent upon Customer's timely and effective performance of Customer Responsibilities hereunder and timely decisions and approvals by Customer, as may be required. DroneSense shall be entitled to rely on all decisions and approvals of Customer in connection with the Professional Services. DroneSense shall not be liable for any delay caused by Customer's failure to comply with this Section. If DroneSense informs Customer of such failure, and Customer does not cure such failure within thirty (30) days, then (a) DroneSense may terminate any incomplete Professional Services; and (b) in addition to any fees due hereunder, Customer will pay all actual costs incurred by DroneSense in connection with the cancelled Professional Services, provided that DroneSense will make commercially reasonable efforts to mitigate such costs, which will not exceed the total fees applicable to such Professional Services.

(c) Initial training for the Platform is available online and should be scheduled directly with DroneSense. DroneSense will provide on-site training if

purchased by Customer in the applicable Order. Customer is solely responsible for ensuring that all of its Users are adequately trained with respect to use of the Products and Services. Such training services shall be deemed to be Professional Services hereunder.

4.2. Hosting, System Updates and Maintenance Services. Customer acknowledges that DroneSense may host any or all elements and/or components of the Platform (each, a “Platform Element”), or elements of Platform Elements, using its own infrastructure or it may engage a third party to host on its behalf. DroneSense currently utilizes Amazon Web Services (AWS) for hosting certain Platform Elements. DroneSense may provide periodic updates and bug fixes to the Platform, any Platform Elements or the On-Premise Offering at its discretion during the Subscription Term (“Maintenance Services”), and DroneSense may, in its sole discretion, make any changes that it deems necessary or useful to maintain or enhance the quality or delivery of the Platform or the On-Premise Offering, or to comply with applicable law. Any such updates or fixes will be considered a part of the Platform or On-Premise Offering, as applicable, and software owned by DroneSense. DroneSense does not warrant that all errors or defects can or need to be corrected. Maintenance Services may include feature changes for update or enhancement releases of the Platform, Platform Elements and On-Premise Offering. Customer agrees to promptly install any updates and bug fixes to the On-Premise Offering that DroneSense provides to it. With respect to the Platform, scheduled system maintenance shall take place during a normal maintenance window, as reasonably determined by DroneSense. During such time, certain Platform Elements and their interaction with other Platform Elements may be unavailable and shall not be considered Downtime as provided in the SLA. Emergency maintenance may be required at other times in the event of system failure.

4.3. Technical Support. During the Subscription Term, DroneSense will provide Customer with support regarding the Platform as provided in the SLA, found at www.dronesense.com, by phone at 833-DS-HELP-5, (833) 374-

3575, or by email at support@dronesense.com.

4.4. DroneSense Response Teams. DroneSense Response Teams (each, a “DSRT”) provides Customers support in the event of a Public Safety Incident. Customer can request DSRT support during or following a Public Safety Incident. DroneSense shall respond to calls made by Customer to DroneSense’s 24/7 support line or submission of a DSRT request form, both of which are provided on the DroneSense website (“DSRT Request”), DroneSense will use commercially reasonable efforts to respond to a DSRT Request within twenty-four (24) hours and to deploy a DSRT within in the time frame set forth in the DSRT Request; *provided, however,* that DroneSense has no obligation to deploy a DSRT in response to any DSRT Request and may decide, in its sole discretion, when deployment, if any, is appropriate. When a DSRT Request is submitted, DroneSense and Customer shall work together in good faith to define the DSRT mission and support scope including the duration of the mission and DSRT hardware needs (“Response Scope”). Prior to deployment of the DSRT and based on the agreed-upon Response Scope, DroneSense and Customer shall mutually agree in writing upon the applicable fees, costs and expenses reimbursements for the deployment.

The DSRT role and capabilities may include:

- (a) providing on-site training to other first responders that have not previously used the Platform or On-Premise Offering, as applicable;
- (b) troubleshooting any software issues that occur and help identify and resolve networking issues;
- (c) assistance in validating and updating correct firmware for agency drones and controllers;
- (d) assistance establishing shared mission codes and coordinating multiple agencies flying collaboratively;
- (e) coordinating and building map layers to ensure safe operating space for multiple agency operations;
- (f) acting as a single point of contact for relaying any DroneSense-related issues back to the DroneSense support operation center;

- (g) assisting with after action reports, equipment use logs and personnel accounts; and
- (h) providing operational and logistical support.

5. CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES.

5.1. Customer Responsibilities.

(a) Customer Assistance. Customer shall provide DroneSense with all information, materials and assistance as reasonably required for DroneSense to activate and operate the applicable Platform Elements and/or On-Premise Offering, as applicable, for Customer and its Users pursuant to this Agreement.

(b) Technical Requirements. Except as otherwise provided in an Order, Customer and its Users shall be solely responsible for obtaining, configuring, and maintaining any hardware, network connectivity and third-party software required to access the Platform or On-Premise Offering, including Customer Facilities, computers, operating systems, web browsers and storage devices. In connection with the On-Premise Offering, Customer agrees that it must implement and maintain at all times the minimum requirements communicated to Customer by DroneSense from time to time in connection with its use of the On-Premise Offering and that DroneSense shall not be responsible for any errors or defects, or inability for Customer to use and/or access all of the functionalities of the On-Premise Offering as a result of Customer failing to meet such minimum requirements.

(c) Protection. Customer shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using Customer Facilities and will ensure that no third parties access or use any of Customer's Credentials or Customer Facilities. In the event that Customer becomes aware of any unauthorized access to or use of the Platform or On-Premise Offering through use of Customer's Credentials or Customer

Facilities, Customer shall immediately give written notice to DroneSense of such breach and make reasonable efforts to eliminate it. Customer shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to and use of the Platform and On-Premise Offering through Customer's Credentials and Customer Facilities. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care. Furthermore, Customer assumes all risk and liability associated with sharing any Customer Data, and/or Credentials with any third party.

5.2. Compliance with Applicable Law. Customer and each User uses the Products and Services, as applicable, at its own initiative and risk and is responsible for compliance with any applicable laws, including, without limitation, any federal, state or local employment and/or tax laws. WITHOUT LIMITING THE FOREGOING, CUSTOMER AND ITS USERS ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL LAWS AND REGULATIONS PERTAINING TO THE OPERATION AND MAINTENANCE OF THE HARDWARE, ANY AIRCRAFT AND/OR CUSTOMER HARDWARE (AS DEFINED HEREIN). DroneSense may also impose limits on the use or access to the Platform or On-Premise Offering as required by law. Customer, and not DroneSense, is responsible for the safety and security of the Hardware, any aircraft and/or Customer Hardware operations carried out by Customer or its Users.

5.3. Third Party Offerings and Integrations. Customer acknowledges that: (a) one or more Platform Elements may contain Third Party Offerings and Customer's rights in the Third Party Offerings comprised by software are governed by and subject to the terms and conditions set forth in the applicable third party license(s) also set forth therein and Customer acknowledges and agrees to fully comply with such terms and conditions; and (b) enabling certain Integrations will require Customer to register and create accounts with various Third Party Offerings, or to link and enable such Integrations with existing Third Party Offerings with respect to which Customer may already have an account, and that Customer shall remain solely responsible for its and its Users' conduct with respect to such

Integrations and any Credentials, authorizations, permissions, Customer Data, or other information or actions required or permitted in connection therewith. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN SUCH TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED UNDER LAW AND ANY APPLICABLE THIRD PARTY LICENSES OR OTHER THIRD PARTY AGREEMENTS, THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO DRONESENSE AND ITS LICENSORS WITH RESPECT TO ALL INTEGRATIONS AND THIRD PARTY OFFERINGS.

5.4. Restrictions. Customer may not, and will not permit any third party to: (a) rent, lease, lend, sell, redistribute, reproduce, or sublicense the Platform, any Platform Element, or the On-Premise Offering; (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, create derivative works of the Products and Services or any part thereof; (c) use the Products or Services in violation of any law or regulation; (d) access or use the Products or Services for any non-permitted purpose (including for any competitive analysis, commercial, professional, or other for-profit purpose); (e) use or offer any functionality of the Platform, any Platform Element or the On-Premise Offering on a service provider, service bureau, hosted, software as a service or time sharing basis; (f) provide or permit other individuals or entities to create Internet “links” to the Platform, any Platform Element or the On-Premise Offering, or to “frame” or “mirror” the Platform, any Platform Element of the On-Premise Offering on any other server, or wireless or Internet-based device; (g) disclose to any third party the results of any benchmark tests or other evaluation of the Platform, any Platform Element or the On-Premise Offering; (h) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Products or Services; (i) interfere with or disrupt servers or networks connected to any website through which the Platform is provided; (j) use the Platform, any Platform Element or the On-Premise Offering to collect or store personal data about any person or entity in violation of this Agreement or any data privacy or security laws; (k) use the Products or Services or any Confidential Information of DroneSense to build a similar or competitive product or service; (l) use the Platform, any Platform Element or the On-Premise Offering to transmit any Malicious Code; or (m)

use the Products or Services for any illegal, unauthorized or otherwise improper purposes. Customer shall not exploit the Products or Services in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity. Customer will comply with reasonable storage guidelines, each as established from time to time by DroneSense. DroneSense reserves the right to limit Customer's storage of Customer Data (as defined herein) if Customer exceeds reasonable amounts.

6. INTELLECTUAL PROPERTY.

6.1. Reservation of Rights. The Platform and the On-Premise Offering are licensed, not sold, and all Intellectual Property rights in and to the Products and Services shall remain the sole and exclusive property of DroneSense and/or its licensors. Except as expressly stated in this Agreement, DroneSense does not grant Customer any rights to DroneSense's Intellectual Property. For the avoidance of doubt, DroneSense shall own all Reports Templates.

6.2. Hardware. The sale of Hardware does not purport to convey any license concerning any Intellectual Property rights of DroneSense or the Manufacturer regarding any invention of DroneSense, the Manufacturer or others. DroneSense reserves all rights to all Intellectual Property used or embodied in the Hardware. No manufacture to Customer's specifications entails ownership by or conveyance to Customer of any property right in the Hardware or any invention or product. DroneSense or the Manufacturer is deemed to own all tools, and other equipment whether provided by Customer or made by DroneSense or the Manufacturer for the purpose of manufacturing any Hardware for the benefit of Customer.

6.3. Feedback. If Customer or any of its Users submits to DroneSense comments, suggestions, or other feedback regarding the Products or

Services, excluding any Customer Confidential Information, (“Feedback”), Customer agrees that DroneSense will be free to use such Feedback for product improvement without accounting or obligation.

6.4. Rights in Customer Data. As between DroneSense and Customer, Customer shall own all right, title, and interest in and to any data that is collected by DroneSense from Customer and its Users, and in connection with their use of the Products and Services, as applicable (“Customer Data”). Customer hereby grants and agrees to grant to DroneSense a non-exclusive, non-transferable (except in connection with Section 15.8.), sublicensable, royalty free, fully paid-up license to use such Customer Data in order to exercise its rights and perform its obligations stated herein and as necessary to monitor and improve the Products and Services. DroneSense shall have the right to use Anonymized Data to collect, develop, create, extract, or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze Anonymized Data. DroneSense shall be the sole and exclusive owner of the Anonymized Data. Customer shall have sole responsibility to back up Customer Data in its possession or under its control.

6.5. Privacy Policy. In addition to this Agreement, the DroneSense Privacy Policy at <https://www.dronesense.com/privacy-policy> (“Privacy Policy”) applies to how DroneSense may process information provided in connection with the use of the Products and Services. Customer acknowledges and agrees that by accessing or using the Products and Services, DroneSense may receive certain information about Customer and its Users, including personal data, as set forth in the Privacy Policy, and DroneSense may collect, use, disclose, store, share, and process such personal data in accordance with such Privacy Policy.

7. PAYMENT TERMS.

7.1. Fees. Applicable fees and pricing for the Subscription are set forth on the Order (“Fees”). Subscription renewal pricing is specified in Section 13.2 and 13.3.

7.2. Payment Terms. If nothing in the Order is stated to the contrary, or no such pricing terms are provided, all Fees shall be due and payable by Customer within thirty (30) days after the date of invoice. Customer hereby agrees to pay DroneSense all Fees by issuing a check to DroneSense or using a credit card or other electronic payment method on file with Customer's account. DroneSense may provide access to various payment processors (each, a “Payment Processor”, *e.g.*, Stripe or PayPal). Customer hereby (i) acknowledges and agrees that DroneSense may use any such Payment Processor in connection with its collection of Fees, (ii) acknowledges and agrees that DroneSense will not be responsible for any payments or charges as a result of Customer’s failure to provide up-to-date and accurate information to any such Payment Processor, (iii) authorizes DroneSense and its Payment Processors to charge all Fees to Customer’s chosen payment method, and (iv) agrees to abide by such Payment Processor’s then-current terms of use and to pay any associated processing fees. Except as expressly set forth herein, all Fees are non-refundable and are payable in U.S. dollars. Any Fees remaining unpaid for more than fifteen (15) days past their due date shall accrue interest at a rate of one and one-half (1.5%) percent per month or the highest rate allowed by law, whichever is lower. DroneSense may also (at its discretion and in addition to other remedies it may have) suspend or revoke the Professional Services, and Customer's and its Users' access to the Platform or On-Premise Offering if any invoice remains unpaid for more than fifteen (15) days and condition delivery of Hardware on payment terms shorter than those specified in this Section. To the extent permitted under applicable law, Customer shall pay all costs incurred by DroneSense for the collection of unpaid invoices including, but not limited to, reasonable collections agency and attorney's fees.

7.3. Taxes. The Fees set forth on the Order do not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties (“Taxes”), and any such Taxes shall be assumed and paid by

the Customer except those taxes based on the net income of DroneSense. DroneSense shall have no liability for any taxes owed by Customer or its Users as a result of the Customer's use of the Products and Services. If DroneSense has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, DroneSense will invoice Customer and Customer will pay such amount. If Customer is a tax-exempt, or equivalent, entity, Customer shall provide a copy of the tax-exemption certificate to DroneSense upon execution of the initial Order.

7.4. No Setoff. Customer shall not, and acknowledges that it will have no right, under these Terms, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to DroneSense, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to it by DroneSense, whether relating to breach or non-performance hereunder or any other agreement between Customer, and DroneSense, or otherwise.

8. WARRANTIES AND DISCLAIMER.

8.1. Mutual Warranties. Each party represents that: (i) it is a public entity or a corporation that is duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated; (ii) that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement and that it will do so in accordance with the terms set forth herein; and (iii) acknowledges that this Agreement is subject to applicable law. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

8.2. Disclaimer. THE FOREGOING CONSTITUTES DRONESENSE'S ONLY WARRANTIES CONCERNING THIS AGREEMENT AND THE PRODUCTS AND SERVICES, AND THE FOREGOING IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. CUSTOMER SHALL NOT AND HAS NO AUTHORITY TO MAKE ANY WARRANTY ON BEHALF OF DRONESENSE TO ANY USER CONCERNING THE PRODUCTS AND SERVICES. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS.

9. Customer Warranties. Customer represents that it is in compliance with, and shall continue to comply with, all applicable laws, regulations, and ordinances in connection with the purchase and use of the Products and Services. Customer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms and to safely operate the Products and Services. Customer shall comply with all Documentation, instructions and warnings relating to the Products and Services when using, repairing, storing or otherwise dealing with the Products and Services. Customer represents that it is currently in compliance with, and shall continue to comply with, the regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order, or other governmental action relating thereto.

10. CONFIDENTIALITY.

10.1. Definition. “Confidential Information” means any proprietary information, Customer information, product plans, inventions, technical data, trade secrets, know-how, or other business information, in each case disclosed by a disclosing party hereunder that is either: (a) indicated to be confidential or proprietary; or (b) of which a reasonable person would assume to be confidential given the circumstances surrounding disclosure. Except as otherwise provided for herein, DroneSense’s Confidential Information includes, without limitation, the Platform, each Platform Element, the On-Premise Offering, the Professional Services, the Documentation, any DroneSense software, and the terms and conditions of this Agreement. Customer’s Confidential Information includes, without limitation, the Customer Data.

10.2. Exclusions. Notwithstanding Subsection 10.1, Confidential Information shall not include information which: (a) is now available or becomes available to the public without breach of this Agreement by the receiving party; (b) is lawfully obtained by the receiving party from a third party without a duty of confidentiality; (c) is known to the receiving party prior to such disclosure as evidenced by documents in the receiving party’s possession immediately prior to the time of disclosure; or (d) is, at any time, developed by the receiving party independent of and without reference to any of the receiving party’s Confidential Information.

10.3. Non-Use and Non-Disclosure. The receiving party shall not disclose the disclosing party’s Confidential Information to any third party (other than as set forth herein) and may only use the disclosing party’s Confidential Information: (a) for the intended business purpose related to this Agreement; or (b) as expressly set forth herein. Both parties shall protect Confidential Information from disclosure and misuse by using the same degree of care as for their own confidential information of like importance but in no event less than a standard of reasonable care. It is understood that Confidential Information shall remain the sole property of the disclosing party unless otherwise expressly set forth herein.

10.4. Disclosure Required by Law. Notwithstanding Subsection 10.3 above, a receiving party may disclose the other party's Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving party must: (a) give the disclosing party prompt written notice and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure; and (b) limit such disclosure to the greatest extent possible.

11. LIMITATION OF LIABILITY AND REMEDIES.

11.1. NO LIABILITY FOR THIRD PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRONESENSE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THE THIRD PARTY OFFERINGS, THE HARDWARE AND CUSTOMER HARDWARE. CUSTOMER'S SOLE REMEDIES WITH RESPECT THERETO SHALL BE BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY.

11.2. DISCLAIMER OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTION 5 (“CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES”) OR SECTION 10 (“CONFIDENTIALITY”), A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, OR A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

11.3. MAXIMUM LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 5 (“CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES”), 7 (“PAYMENT TERMS”), AND 10 (“CONFIDENTIALITY”), A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, OR A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY’S LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED, IN THE AGGREGATE, THE FEES RECEIVED BY DRONESENSE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. IN NO EVENT SHALL DRONESENSE BE LIABLE FOR ANY DAMAGES CAUSED BY CUSTOMER’S OPERATION OR MAINTENANCE, OR LACK THEREOF, OF ANY HARDWARE OR CUSTOMER HARDWARE (INCLUDING WITHOUT LIMITATION ANY DRONES).

11.4. Allocation of Risk. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and voluntary allocation between them of the risk associated with Customer’s use of the Products and Services, and, but for this provision, neither party would have entered into the Agreement. The Fees hereunder reflects such allocations, and the limitations and exclusions will apply notwithstanding the failure of essential purpose of any limited remedy contained herein.

12. INDEMNIFICATION.

12.1. By DroneSense. DroneSense shall defend Customer from and against any claim, demand, investigation, or action in any form brought by a third party (“Claim”) against Customer, and indemnify and hold Customer harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys’ and experts’ fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in

any settlement, ("Loss") in each case to the extent arising from or related to any allegation that any Platform Element infringes, misappropriates, or otherwise violates any U.S. patent, copyright, or trade secret.

Notwithstanding the foregoing, DroneSense will have no liability for any infringement claim of any kind if the claim results from: (a) modifications made other than by DroneSense; (b) unauthorized or unlicensed use; (c) any Third Party Offerings; (d) the combination, operation or use of any Platform Element with equipment, devices or software not supplied by DroneSense, to the extent such a claim would have been avoided if the Platform Element was not used in such combination; (e) use of information, materials, content, Customer Data, or marks provided to DroneSense; or (f) or compliance by DroneSense with designs, plans or specifications furnished by or on behalf of Customer.

12.2. By Customer. Customer shall defend DroneSense and its Affiliates, officers, directors, employees, agents, successors and permitted assigns (each a "DroneSense Indemnified Party") from and against any Claim against a DroneSense Indemnified Party, and indemnify and hold each DroneSense Indemnified Party harmless from any Loss in each case to the extent arising from or related to: (a) unauthorized, negligent or illegal use of the Products and Services, or any Customer Hardware; (b) any Customer Data provided by Customer or a User; or (c) personal injury, property damage or loss of life caused by Customer Hardware or the operation thereof or the Hardware by Customer or a User.

12.3. Rights Upon Infringement. If Customer's use of the Products and Services is, or in DroneSense's opinion is likely to be, enjoined due to the type of infringement specified in Subsection 12.1 above, DroneSense may, at its sole option and expense: (a) procure for Customer the right to continue using the same under the terms of this Agreement; (b) replace or modify the same so that it is non-infringing; or (c) if options (a) and (b) above cannot be accomplished despite DroneSense's commercially reasonable efforts, then DroneSense may terminate Customer's rights and DroneSense's obligations hereunder and refund a pro-rata portion of any pre-paid Fees paid therefore, based upon Customer's use to date.

12.4. Conditions Precedent. The indemnifying party will have no obligation under this Section as to any claim, suit, or proceeding unless: (a) the indemnified party promptly notifies the indemnifying party in writing of such claim, suit, or proceeding; (b) the indemnifying party has sole control of its defense and settlement; and (c) the indemnified party, upon request of the indemnifying party, cooperates in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom.

12.5. Sole Remedy. The provisions of this Section set forth DroneSense's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of any Intellectual Property rights of any kind.

13. SUBSCRIPTIONS, TERM AND TERMINATION.

13.1. Term. This Agreement will commence on the effective date of the initial Order and, unless terminated as set forth herein, will continue for so long as a Subscription is still in effect hereunder, including any renewal terms.

13.2. Single Year Subscriptions. A "Single Year Subscription" indicated on an Order will be for a one-year term and pricing applicable to such Single Year Subscription will be at the rate specified in the Order and shall be subject to change, in DroneSense's sole discretion, with respect to subsequent Single Year Subscriptions.

13.3. Multi-Year Subscriptions. If Customer enters into a Subscription for a period of two or more years (a "Multi-Year Subscription"), the fees will be as set forth in the Order ("Contract Price") and will not increase during the initial multi-year subscription period of the Multi-Year Subscription (the "Initial Subscription Term") unless stated otherwise in the applicable Order.

Renewals of a Multi-Year Subscription may be at the original Contract Price or at DroneSense's then-current fees, as determined in DroneSense's sole discretion. Payment for each year during the Subscription Term of a Multi-Year Subscription will be due annually on each anniversary of the date of commencement of the Subscription Term. For Multi-Year Subscriptions, the Subscription shall automatically renew at the end of the Initial Subscription Term for successive one (1) year renewal periods (each, a "Renewal Subscription Term") (regardless of the duration of the duration of the Initial Subscription Term) unless one party notifies the other of its intention not to renew at least thirty (30) days prior to the end of the then-current Initial Subscription Term or Renewal Subscription Term. The Initial Subscription Term and all Renewal Subscription Terms, collectively, shall be the "Subscription Term" of the applicable Multi-Year Subscription.

13.4. Additional Subscriptions. At any time during a Single Year or Multi-Year Subscription, Customer may register for additional Subscriptions ("Additional Subscriptions"), subject in each case to the execution of an Order by the parties which shall, in each case, be subject to these Terms. These Terms are applicable to all Additional Subscriptions. The fees applicable to the Additional Subscriptions for customers with Single Year Subscriptions will be the then-current market subscription fee charged by DroneSense. The fees applicable to the Additional Subscriptions for customers with Multi-Year Subscriptions will be the subscription fee applicable to such customer's existing Multi-Year Subscriptions. Additional Subscription fees will be pro-rated for the remainder of the then-current Subscription Term. For Additional Subscriptions (a) Customer will be able to use the Platform or On-Premise Offering, as applicable, for a fifteen (15)-day trial period ("Trial Period"), (b) after the Trial Period, Customer will be invoiced for the Additional Subscriptions unless DroneSense is notified by Customer in writing of Customer's intent to terminate the Additional Subscription prior to the end of the Trial Period; and (c) such invoice is payable pursuant to Section 7 (Payment Terms). Additional Subscriptions for customers with Multi-Year Subscriptions will auto renew as set forth above for Multi-Year Subscriptions.

13.5. Termination. In the event: (a) that a party is in material breach of the terms of this Agreement and (i) does not cure such breach within thirty (30) days following notice thereof, or (ii) such breach is not curable; or (b) an emergency event necessitating termination or suspension by DroneSense occurs, then the other party may immediately suspend performance (including delivery and/or access to the applicable Platform Element, On-Premise Offering or Professional Service, in the case of DroneSense) or terminate the applicable Subscription by sending written notice to the breaching party. Unless otherwise expressly specified as applying only to a given Subscription, Customer's obligations under this Agreement shall apply to any and all Subscriptions issued hereunder, and an uncured breach thereof shall entitle DroneSense to terminate any and all other Subscriptions and/or this Agreement. Subject to Section 6.4 of this Agreement, upon termination, Customer must retrieve its Customer Data within ninety (90) days of the date of termination, after which DroneSense will destroy the Customer Data, except for Anonymized Data. DroneSense must promptly destroy any and all Customer Data collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, at the request of the Customer, except for Anonymized Data.

13.6. Effect of Expiration or Termination. The parties' rights and obligations which by their nature are intended to survive any termination or expiration of this Agreement shall so survive, including Sections 7 (with respect to amounts accrued or payable prior to termination), and 5.3, 5.4 and 5-14. Upon expiration or termination of this Agreement (a) all license grants contained herein shall immediately terminate and be of no further force or effect, and (b) each party shall immediately cease all use of the other party's Confidential Information and return or destroy all copies of such Confidential Information that are within its custody or control.

14. INSURANCE.

During the term of this Agreement and for as long as Customer operates the Hardware, Customer shall, at its own expense, maintain and carry in full force and effect a commercially reasonable amount of insurance to cover the operation of its business and the Hardware. Such insurance policies shall include DroneSense and its Affiliates, officers, directors, employees, agents, representatives, subsidiaries, successors, and assigns as additional insureds and shall provide broad form coverage. Customer will forward to DroneSense a certificate of insurance evidencing coverage upon request by DroneSense and upon any renewal of such insurance. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against DroneSense and its insurers.

15. GENERAL.

15.1. Entire Agreement. This Agreement, including the Orders and any schedules and/or attachments referenced herein or issued hereunder, constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersede any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto, or unless and except to the extent Customer accepts a subsequent click-to-accept agreement delivered by DroneSense via the Platform or its website.

15.2. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties expressly exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such

convention might otherwise be applicable. Unless otherwise required by law, any action or legal proceeding shall be brought exclusively in a court of competent jurisdiction in Travis County, Texas and the parties hereby consent to the personal jurisdiction and venue of such courts, whether on the basis of forum non-conveniens or otherwise.

15.3. Relationship of Parties. The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. DroneSense reserves the right to utilize subcontractors.

15.4. Attorneys' Fees. In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement and to the maximum extent permitted by applicable law, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

15.5. Equitable Relief. The parties agree that a material breach of this Agreement or restrictions set forth herein may cause irreparable injury to DroneSense for which monetary damages alone would not be an adequate remedy, and therefore DroneSense, to the maximum extent permitted by applicable law, shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, including a temporary and permanent injunction, without the requirement of posting bond or proving actual damages.

15.6. Force Majeure. Except for payments by Customer that are not prohibited by applicable law, neither party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, riots, terrorism, energy crises, pandemics, fires, transportation contingencies, embargos, strikes, interruptions in third-party

telecommunications or Internet equipment or service, shortage or disruption in material or supply, excessive demand for product over available supply, interruption for any reason in manufacturing or other accidents or catastrophes, or any other occurrences which are beyond such party's control whether of the class described above or not.

15.7. Government Use. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and Services, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Platform and the On-Premise Offering was developed at DroneSense's private expense and is commercial in nature. By using or receiving the Products and Services, any Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

15.8. Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, provided that no consent is required in connection with a merger, reorganization, consolidation, amalgamation, sale of assets, change of control, or similar transaction. Any purported assignment in violation of this Section shall be null and void. The Agreement shall be binding on all permitted successors and assigns.

15.9. Severability. The invalidity or unenforceability of any provision hereof, or any terms thereof, shall not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

15.10. Waiver. The failure of either party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future

obligation to comply with such provision, condition, or requirement.

15.11. Export Compliance. The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. DroneSense and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit anyone to access or use the Products and Services in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

15.12. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

15.13. Order of Preference. In the event of conflict between the terms in an Order and these Terms, the terms and conditions set forth in the Order shall govern with respect to the Products and Services provided under such Order. If there is a conflict between these Terms and/or any Order and any other contracts or terms incorporated by reference, the terms and conditions set forth in these Terms or the applicable Order shall take precedence.

15.14. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

15.15. Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or in the Order or to such other address as may be specified by either party to the other in accordance with this Section.

Revised May 12, 2025



contact@dronesense.com
512.582.0444

UEI: ZMUKS3BNZJE3



Who We Serve

Law Enforcement

Fire & Rescue

Emergency Management

Product

Tactical Operations

Remote Operations

Response Team

Company

About Us

Join Us

Resources

[Knowledge Hub](#)

[Support](#)

[Basic Training](#)

[Service Level Agreement](#)

[Terms & Conditions](#)

[Account Login](#)

[Partners](#)

[Partners](#)

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[Privacy Policy](#)

RESOLUTION NO.: 231 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE
SERVICES LAW ENFORCEMENT TECHNOLOGY PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$1,750,000.00 WITH NO CITY MATCH

WHEREAS, the City of Newburgh Police Department proposes to apply for a New York State Division of Criminal Justice Services Law Enforcement Technology program grant to purchase new equipment and related services for the City of Newburgh Police Department; and

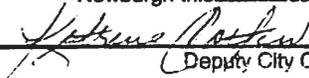
WHEREAS, the grant funding in the amount of \$1,750,000.00 requires no City match;
and

WHEREAS, this Council has determined that applying for such grant and accepting 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 Division of Criminal Justice Services Law Enforcement Technology program grant in the amount of \$1,750,000.00 with no City match for the purchase of equipment and related services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/13/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14th day of NOV 20 23


Deputy City Clerk

RESOLUTION NO.: 202 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH THE ASSOCIATION OF PUBLIC SAFETY
COMMUNICATIONS OFFICIALS INTERNATIONAL
FOR PUBLIC SAFETY TELECOMMUNICATOR TRAINING
TO CITY OF NEWBURGH EMERGENCY DISPATCHERS AT A COST OF \$8,200.00**

WHEREAS, the Association of Public Safety Communications Officials International (APCO) provides public safety communications professional development and technical assistance to its members and the public; and

WHEREAS, through APCO Institute, its training and certification division, APCO offers a training course suitable for newly hired employees and existing staff covering the basic skills, knowledge and abilities every public safety telecommunicator needs to meet the accepted national basic training standards; and

WHEREAS, APCO Institute has submitted a proposal for the training course at a cost of \$8,200.00 for up to 20 participants to be held in the City of Newburgh Police Department training room from December 1, 2025 through December 5, 2025; and

WHEREAS, funding for the training course will be derived from A.3120.0463; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the training services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept the proposal and execute as contract with the Association of Public Safety Communications Officials International through APCO Institute to provide public safety telecommunicator training to the City of Newburgh emergency dispatchers.



APCO Institute

Bill Authorization & Payment Form

Name of Individual(s): _____

Recertification(s) Online Course(s) Guidecard Services Book Orders

Other (please explain): _____

Due to the absence of a purchase order system within our agency or the inability of this purchase to be in compliance with the requirements of our purchase order system, we (Agency/Individual name) _____, hereby agree to render full payment to APCO International, Inc. in the amount of \$_____. This cost has been incurred through a request for products and/or services from APCO International, Inc. and/or one of their subsidiaries. We acknowledge that the stated amount is a valid debt and agree to remit payment to APCO International, Inc. within thirty days of the date on the invoice issued by APCO in response to this letter. The following billing information is the address to be used for mailing correspondence associated with this debt and the agency representative responsible for ensuring payment of this debt is made:

Organization Information

This will be how your organization information is maintained at APCO International, Inc. Include an organization name and full address.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Billing Information

This is the name and address to where all billing will be sent. Ensure a complete address and contact name is given.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Contact Name: _____

Approving Authority

This is the individual within the organization that controls the disbursement of funds and can sign an authorization for payment letter.

Signature: _____

Printed Name: _____

Title: _____



QUOTE

DATE: AUGUST 20, 2025

EXPIRATION DATE: 90 DAYS

TO: **City of Newburgh Police Department**
 55 Broadway
 Newburgh, NY, 12550

PREPARER	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS
Lauren Arriola Training Course Coordinator	Contract Course	FOB		TBD	Due on receipt

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20 registrations (25 max)	PST 1	Public Safety Telecommunicator 1 7 th Edition (5 day)	\$8,200.00	\$8,200.00
		20 Member Registrations (Each attendee over 20 is \$410.00)		

All training and instructor expenses are included in this quote. There are no further fees unless additional students are enrolled. We require that your agency provides a classroom for up to 30 students with classroom-style seating and that it is equipped with a white or blackboard, an overhead projector, and audio-visual equipment, as requested by the instructor.

Thank you for selecting APCO for your training needs; we look forward to working with you and your agency.

TOTAL \$8,200.00

To accept this quotation, sign here and return: _____

QUOTE FOR PRODUCTS/SERVICES
DO NOT PAY

Public Safety Telecommunicator 1, 7th Ed., Newburgh, NY, #78208

COURSE DESCRIPTION

Ideal for training the new-hire or as a refresher for existing staff, APCO's PST1 course covers the basics skills, knowledge and abilities every successful public safety telecommunicator needs to meet the demands of this critical work.

Students successfully passing the final exam receive APCO Institute certification demonstrating completion of a training course that meets and exceeds industry accepted national basic training standards. **Please visit our [Standards webpage](https://www.apcointl.org/services/standards/find-standards/) (<https://www.apcointl.org/services/standards/find-standards/>) to review current standards.**

Building on foundational topics such as communication skills, calltaking and radio techniques, the PST course blends in the most up-to-date information on technology and work-related issues in public safety communications centers. "Hot" topics include NextGen 9-1-1, emerging technologies, continuing ed., and liability.

Topics include

- Introduction to Your new Career
- Interpersonal Communications
- Telephone Communications Techniques: Call Processing
- Telephony, Traditional Technology
- Next Generation 9-1-1
- Telephony: TTY
- Telematics and Collision Notification Systems
- Computer-Aided Dispatch (CAD) and Related technologies
- Radio Communications Techniques
- Radio Technology
- Call Classifications
- NIMS Incident Command System
- Liability Issues
- Preparing for your New Career (stress management)

CLASS INFORMATION

Date(s): December 1 — 5, 2025

Time: 8:00 a.m. - 4:00 p.m.
All times are in Eastern Time.

Location: City of Newburgh Police Department
55 Broadway
Newburgh, NY, 12550

REGISTRATION

Tuition: Full, Associate, & Commercial member:
\$360.00
Non-member:
\$410.00

REGISTER at: www.apcointl.org/schedule.

Please read our Registration & Cancellation Policy at www.apcointl.org/registration-policy.

APCO International, 351 N. Williamson Blvd., Daytona Beach, FL 32114-1112
apcointl.org | 888-272-6911 or 386-944-2417



RESOLUTION NO.: 203 - 2025

OF

SEPTEMBER 8, 2025

RESOLUTION OF THE CITY OF NEWBURGH CALLING FOR IMMEDIATE RESTORATION AND EXPANSION OF FERRY SERVICE AND ALIGNMENT WITH STATE HOUSING, CLIMATE, AND MOBILITY GOALS

WHEREAS, the City of Newburgh is the western anchor of the Newburgh–Beacon Ferry and the closest public transit access point to Metro-North for tens of thousands of west-of-Hudson residents; and

WHEREAS, ferry service between Newburgh and Beacon was eliminated in 2025 without public hearings, ridership disclosure, or coordination with City officials; and

WHEREAS, more than 400 new housing units have already been approved within walking distance of the Newburgh waterfront, and over 1,000 units are in planning or review within 20 minutes of the ferry dock; and

WHEREAS, the City’s Hillside Brownfield Opportunity Area (BOA) Plan encompasses over 30 acres near the Liberty Street corridor and waterfront, and is designed to support walkable, climate- aligned mixed-use development; and

WHEREAS, removal of ferry service undermines the goals of the Hillside BOA and the success of recent housing investments, and forces new residents to rely on private vehicles rather than sustainable public transit; and

WHEREAS, New York State’s Climate Leadership and Community Protection Act (CLCPA) and its clean transportation roadmap call for reductions in vehicle miles traveled and expansion of zero- emission transit;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that

1. The City of Newburgh formally requests that Governor Kathy Hochul and the Metropolitan Transportation Authority (MTA) Board immediately restore weekday commuter ferry service between Newburgh and Beacon; and
2. The City calls for the expansion of ferry operations to include evening and weekend service to better serve local workers, students, and tourism visitors; and
3. The City urges the MTA, NYSDOT, and relevant state agencies to align restoration and expansion efforts with the Hillside BOA implementation process, ensuring that Newburgh’s waterfront can develop in a manner consistent with climate and mobility goals; and
4. The City calls for the public release of all data and planning materials used to

justify the elimination of ferry service, and supports full transparency moving forward; and

5. The City supports the formation of a Regional Ferry Task Force, including municipal, county, state, and operator partners, to oversee reinstatement and future expansion of service; and
6. The City of Newburgh commits to:
 - Participating in intergovernmental coordination on ferry service
 - Including ferry access in all waterfront planning and housing infrastructure efforts
 - Supporting public awareness and visibility improvements
7. The City Clerk is hereby directed to transmit a copy of this resolution to:
 - Governor Kathy Hochul
 - MTA Chair and Board Members
 - Commissioner of the NYS Department of Transportation
 - Elected representatives in the State Senate and Assembly
 - Orange County Executive and regional planning bodies
 - Local media and community partners

RESOLUTION NO.: 204 - 2025

OF

SEPTEMBER 8, 2025

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2013 RELATED TO PROPERTY KNOWN AS
149 BROADWAY (SECTION 36, BLOCK 2, LOT 11)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, Polonia Development & Preservation Services Co., LLC, by and through its attorney, filed an Answer to the tax foreclosure proceeding with respect to property known as 149 Broadway (Section 36, Block 2, Lot 11); and

WHEREAS, the property owner, by and through its corporate officer(s) and its attorney, indicated that it is prepared to withdraw its Answer and settle the action as it applies to the subject property; 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 property from the List of Delinquent Taxes and remove said property from the 2013 In Rem tax foreclosure action (Index Number 2013-10248), as the amount set forth below, 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, has been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

<u>Address</u>	<u>Redemption Amount</u>
149 Broadway (Section 36, Block 2, Lot 11)	\$201,172.29