City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
January 8, 2026
6:00 PM

Executive Session / Sesión Ejecutiva

1. Proposed, pending or current litigation

   Litigio propuesto, pendiente o actual

2. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

   El historial médico, financiero, crediticio o laboral de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, degradación, disciplina, suspensión, despido o remoción de una persona o corporación en particular

Council Meeting Presentations / Presentaciones de la Reunion General

3. Deputy City Manager Swearing-in Ceremony

   Ceremonia de Juramentación del Subgerente de la Ciudad

Engineering / Ingeniería

4. USDOT BUILD Grant Application - BIN No. 2223640 Replacement of Bridge carrying Little Britain Road over Quassaick Creek

   Resolution authorizing the City Manager to apply for and accept if awarded a United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Program Grant in the amount of $6.19 million with a 20% match for the Little Britain Road Bridge over the Quassaick Creek (BIN No. 2223640) Replacement Project

   Resolución que autoriza al Gerente de la Ciudad a solicitar y, en caso de ser otorgada, aceptar una subvención del Programa Better Utilizing Investments to Leverage Development (BUILD) del Departamento de Transporte de los Estados Unidos, por un monto de $6.19 millones, con una aportación de contrapartida del 20 %, para el Proyecto de Reemplazo del Puente de Little Britain Road sobre el arroyo Quassaick (BIN núm. 2223640)

5. Bond Resolution - North Street Sewer Separation Project (LTCP)

   Bond Resolution of the City of Newburgh, adopted January 12, 2026, authorizing financing for the Separation of Combined Sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City, stating the estimated maximum cost thereof is $7,150,000, appropriating said amount therefor and authorizing the issuance of $7,150,000 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, adoptada el 12 de enero de 2026, que autoriza el financiamiento para la separación de los sistemas de alcantarillado combinado en North Street, desde Carpenter Avenue hasta Fullerton Avenue, dentro de la Ciudad; que declara que el costo máximo estimado del proyecto es de $7,150,000; que asigna dicho monto para tal fin; y que autoriza la emisión de bonos por un total de $7,150,000 para financiar dicha asignación, así como la aplicación de cualesquiera fondos de subvención recibidos o que se espere recibir de los Estados Unidos de América, del Estado de Nueva York o de cualquier otra fuente, para ser destinados al costo de dicho objeto o propósito, o a la amortización de las obligaciones de la Ciudad emitidas para tal fin, o para ser presupuestados como compensación a los impuestos para el pago del capital y los intereses de dichos bonos

6. NYSDOT PIN No. 8LC1.21 Removing and Relocating HDPE Pipe

   Resolution granting authority to the State of New York to remove City facilities and return them to the City

   Resolución que otorga autorización al Estado de Nueva York para retirar instalaciones de la Ciudad y devolverlas a la Ciudad

Finance / Finanza

7. 2026 Personnel Book Amendment — Comptroller's Office

   Resolution amending the 2026 Personnel Analysis Book to add one Assistant City Comptroller position in the Finance Department

   Resolución que enmienda el Libro de Análisis de Personal 2026 para añadir un puesto de Asistente del Contralor de la Ciudad en el Departamento de Finanzas

Planning and Economic Development / Planificación y Desarrollo Económico

8. 241 Third Street, 48, 50 & 52 Johnston Street - Satisfaction of Mortgage

   Resolution authorizing the City Manager to execute a satisfaction of mortgage in connection with a mortgage issued to WORKS III Associates, Limited Partnership for the premises located at 241 Third Street (Section 22, Block 2, Lot 2), 48 Johnston Street (Section 30, Block 3, Lot 39), 50 Johnston Street (Section 30, Block 3, Lot 40), and 52 Johnston Street (Section 30, Block 3, Lot 41)

   Resolución que autoriza al Gerente de la Ciudad a ejecutar una liberación de hipoteca en relación con una hipoteca otorgada a WORKS III Associates, Limited Partnership, para los inmuebles ubicados en 241 Third Street (Sección 22, Bloque 2, Lote 2), 48 Johnston Street (Sección 30, Bloque 3, Lote 39), 50 Johnston Street (Sección 30, Bloque 3, Lote 40) y 52 Johnston Street (Sección 30, Bloque 3, Lote 41)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

9. Central Hudson License & Access Agreement

   Resolution authorizing the City Manager to execute a License and Access Agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un Acuerdo de Licencia y Acceso con Central Hudson Gas & Electric Corporation y sus agentes contratados para permitir el acceso a bienes de propiedad de la Ciudad, conforme a un Acuerdo de Limpieza de Sitio Contaminado (Brownfield), en el Centro de Servicios de Little Britain Road

Boards and Commissions / Juntas y Comisiones

10. Transportation Advisory Committee - Appointments

    Comité Consultivo de Transportación - Nombramientos

Discussion Items / Temas de Discusión

11. Honorary Designation - Sadie Tallie Way

    Resolution naming the intersection of South Street and Chambers Street in honor of Sadie Tallie

    Resolución que nombra la intersección de South Street y Chambers Street en honor a Sadie Tallie

RESOLUTION NO.: _____ - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) PROGRAM GRANT IN THE AMOUNT OF $6.19 MILLION WITH A 20% MATCH FOR THE LITTLE BRITAIN ROAD BRIDGE OVER THE QUASSAICK CREEK (BIN NO. 2223640) REPLACEMENT PROJECT

WHEREAS, the City of Newburgh as a unit of local government is eligible for funding under the United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant program; and

WHEREAS, the BUILD grant program provides funding for capital projects including highway and bridge project; and

WHEREAS, the City intends to apply for a grant in the amount of $6.19 million, with a 20% match in the amount of $1.55 million to be derived from NYSDOT Touring Route Funds, to fund the cost of replacement of the Little Britain Road Bridge over the Quassaick Creek (BIN No. 2223640); and

WHEREAS, this Council has determined that applying for and accepting such funding, if awarded, is in the best interests and for the safety of 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 apply for and accept if awarded a United States Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) Program Grant in the amount of $6.19 million with a 20% match for the replacement of the Little Britain Road over the Quassaick Creek Bridge (BIN No. 2223640); and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

City of Newburgh

GRANT APPLICATION FORM

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Replacement of bridge carrying Little Britain Road over Quassaick Creek (BIN No. 2223640)	**NAME OF DEPARTMENT REQUESTING GRANT:** Engineering Department	**NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT:** Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: United States Department of Transportation (USDOT) – BUILD Grant Program	**GRANT SUBMITTAL DATE:** February 24, 2026	**AMOUNT OF AWARD:** Total Estimated Project Costs = $7.74 million Up to 80% of project costs funded by grant. $7.74 million x 80% = **$6.19 million**
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, cash. 20% minimum match to be derived from Non-Federal Funds. $7.74 million x 20% = $1.55 million **$1.55 million match required**	**AMOUNT REQUIRED BY THE CITY OF NEWBURGH:** 20% minimum match ($1.55 million) shall be derived from the City's allocation of NYSDOT Touring Route Funds.	**(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:** Yes, refer to grant information packet attached.

City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The City has received numerous red flags from NYSDOT for worsening structural deficiencies on the City-owned bridge that carries Little Britain Road over the Quassaick Creek. The City was required to post the bridge with a reduced load capacity rating due to the structural deficiencies. The City is also required to monitor the bridge on a 6-week interval and report any changes in condition to NYSDOT. The City has hired an engineering firm to design the new replacement bridge. The City currently has no funding to undertake construction of the project.

Scope of Project: Complete replacement of the bridge carrying Little Britain Road over the Quassaick Creek.

Key Stakeholders: City of Newburgh

Project Timeline: TBD. Replacement of the bridge must be completed as soon as possible due to worsening structural conditions and red flags issued to the City by NYSDOT for structural deficiencies.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: YES

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO: YES

COMMENTS: N/A

STAFFING ISSUES REVIEWED? YES/NO: YES

COMMENTS: N/A

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO YES

CITY COMPTROLLER SIGNATURE: _____

DATE: 12/22/25

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.

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: _____ DATE: 12/19/25
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: Work Session January 8, 2026, Council Meeting January 12, 2026
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE: _____ DATE: 12-22-25

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

January 12, 2026

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at City Hall, Newburgh, New York, on January 12, 2026, at 7:00 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. ___ - 2026

OF

JANUARY 12, 2026

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED JANUARY 12, 2026, AUTHORIZING FINANCING FOR THE SEPARATION OF COMBINED SEWERS ON NORTH STREET FROM CARPENTER AVENUE TO FULLERTON AVENUE IN THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $7,150,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $7,150,000 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 undertaking the separation of

combined sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City (the "North Street Sewer Separation Project") as part of Phase II of the LTCP, all as further described in the preliminary engineering report entitled "Separation of Combined Sewer on North Street from Fullerton Avenue to Robinson Avenue," dated September 2022 and the cost estimate dated November 2025, each prepared for the City by Arcadis of New York, Inc. and on file in the office of the City Clerk;

WHEREAS, by resolution No. 31-2023 adopted on March 13, 2023, the City Council has determined that the North Street Sewer Separation Project constitutes a "Type II" 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"), and that no further review is required; 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 North Street Sewer Separation 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 the separation of combined sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City, as further described in the preliminary engineering report entitled "Separation of Combined Sewer on North Street from Fullerton Avenue to Robinson Avenue" dated September 2022 and the cost estimate dated

November 2025, each prepared for the City by Arcadis of New York, Inc. The estimated maximum cost of said North Street Sewer Separation Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $7,150,000 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 $7,150,000 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 the Dormitory Authority of the State of New York, or from any other source to be expended towards the cost of the North Street Sewer Separation 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 $7,150,000 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 $7,150,000 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. 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 8. 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 January 12, 2026, 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 January, 2026.

(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 January 12, 2026, 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 JANUARY 12, 2026

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED JANUARY 12, 2026, AUTHORIZING FINANCING FOR THE SEPARATION OF COMBINED SEWERS ON NORTH STREET FROM CARPENTER AVENUE TO FULLERTON AVENUE IN THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $7,150,000, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF $7,150,000 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 separation of combined sewers on North Street from Carpenter Avenue to Fullerton Avenue in the City, as further described in the preliminary engineering report entitled "Separation of Combined Sewer on North Street from Fullerton Avenue to Robinson Avenue" prepared September 2022 and the cost estimate dated November 2025, each prepared for the City by Arcadis of New York, Inc. The estimated maximum cost of said North Street Sewer Separation Project, including preliminary costs and costs incidental thereto and to the financing thereof, is $7,150,000

period of probable usefulness: forty (40) years

amount of obligations to be issued: $7,150,000

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: January 12, 2026
Newburgh, New York

RESOLUTION NO.: _____ - 2026

OF

JANUARY 12, 2026

RESOLUTION GRANTING AUTHORITY TO THE STATE OF NEW YORK TO REMOVE CITY FACILITIES AND RETURN THEM TO THE CITY

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of construction contract D265611, Culvert Replacements and Rehabilitations in the Town of New Windsor, located in Orange County, PIN 8LC1.21, Culvert C840061; and

WHEREAS, the State will include as part of the reconstruction of the above-mentioned project the removal of a City owned water diversion pipe, pursuant to Article II, Section 10, Subdivision 24, of the NY State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner; and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended; and

WHEREAS, the State will provide for removal and transportation of the water diversion pipe to City specified location at no cost to the City of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh approves of the removal of and transportation of their water diversion line and the above-mentioned work performed on the project and shown on the contract plans relating to the project and that the City of Newburgh will offload, own, and maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans; and

BE IT FURTHER RESOLVED, that Todd Venning, City Manager, has the authority to sign, with the concurrence of the City Council, Corporation Counsel, and Commissioner of Public Works/City Engineer, any and all documentation that may become necessary as a result of this project as it relates to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh is hereby directed to electronically transmit signed, sealed, notarized, and stamped certified copy of the foregoing resolution to the New York State Department of Transportation.

Moved By:

Seconded By:

Vote:

MUNICIPAL CERTIFICATION STATEMENT

I, _____, duly appointed and qualified _____ of the City of Newburgh, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, the City Council of the City of Newburgh, a quorum being present on the ____ day of January, 2026, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH,

_____
Signature

MUNICIPAL RAISED SEAL

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On this ____day of _____, 2026, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she resides in the City of Newburgh, New York; that she is the _____, of the City of Newburgh, New York, the Utility Owner described in and which executed the above instrument; and that she signed her name thereto by order of the City Council of said Municipality.

_____
Notary Public

RESOLUTION NO.: _____-2026

OF

JANUARY 12, 2026

A RESOLUTION AMENDING THE 2026 PERSONNEL ANALYSIS BOOK TO ADD ONE ASSISTANT CITY COMPTROLLER POSITION IN THE FINANCE DEPARTMENT

WHEREAS, the City Manager proposes to add one Assistant City Comptroller position in the Finance Department; and

WHEREAS, the City Council has determined that adding one Assistant City Comptroller position in the Finance Department 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 2026 be amended to add one Assistant City Comptroller position in the Finance Department.

RESOLUTION NO.: _____ - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH A MORTGAGE ISSUED TO WORKS III ASSOCIATES, LIMITED PARTNERSHIP FOR THE PREMISES LOCATED AT 241 THIRD STREET (SECTION 22, BLOCK 2, LOT 2), 48 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 39), 50 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 40), AND 52 JOHNSTON STREET (SECTION 30, BLOCK 3, LOT 41)

WHEREAS, the Newburgh Community Development Agency ("NCDA") issued a mortgage to WORKS III Associates, Limited Partnership (by Drew Kartiganer, President) in the principal sum of $60,750.00 for premises located at 241 Third Street (Section 22, Block 2, Lot 2), 48 Johnston Street (Section 30, Block 3, Lot 39), 50 Johnston Street (Section 30, Block 3, Lot 40), and 50 Johnston Street (Section 30, Block 3, Lot 41) (collectively referred to in this resolution as "Premises") dated June 12, 1997, and recorded in the Orange County Clerk's Office on June 17, 1997, in Liber 6193, Page 100; and

WHEREAS, the City of Newburgh is the successor in interest to the NCDA; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to WORKS III Associates, Limited Partnership for the Premises.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of June 12, 1997, made by WORKS III Associates, Limited Partnership to the Newburgh Community Development Agency, given to secure payment of the principal sum of $60,750.00, and duly recorded in the office of the Orange County Clerk's Office on June 17, 1997, in Liber 6193, Page 100; and

ASSIGNED to the City of Newburgh by Assignment and Assumption of Mortgage Without Covenant dated November 15, 2010, and duly recorded in the office of the Orange County Clerk's Office on November 22, 2010, in Liber 13085, Page 863; and

which mortgage has not been further assigned of record.

Dated: January ____, 2026

CITY OF NEWBURGH

_____

By: Todd Venning, City Manager
Pursuant to Resolution No.:

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

On the_____ day of January, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

WORKS III ASSOCIATES, LP
c/oDWELLING GROUP, INC. G.P.

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

241 Third St. S/22, B/2, L/2
48 Johnston Street, 50 Johnston Street
52 Johnston Street
SECTION 30 BLOCK 03 LOTs 39,40,41

RECORD AND RETURN TO:
(Name and Address)

NEWBURGH COMMUNITY DEVELOPMENT AGENCY
83 BROADWAY, CITY HALL
NEWBURGH, NY 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ___ MORTGAGE X SATISFACTION ___ ASSIGNMENT ___ OTHER ___

PROPERTY LOCATION

___ 2089 BLOOMING GROVE (TN)
___ 2001 WASHINGTONVILLE (VLG)
___ 2289 CHESTER (TN)
___ 2201 CHESTER (VLG)
___ 2489 CORNWALL (TN)
___ 2401 CORNWALL (VLG)
___ 2600 CRAWFORD (TN)
___ 2800 DEERPARK (TN)
___ 3089 GOSHEN (TN)
___ 3001 GOSHEN (VLG)
___ 3003 FLORIDA (VLG)
___ 3005 CHESTER (VLG)
___ 3200 GREENVILLE (TN)
___ 3489 HAMPTONBURGH (TN)
___ 3401 MAYBROOK (VLG)
___ 3689 HIGHLANDS (TN)
___ 3601 HIGHLAND FALLS (VLG)
___ 3889 MINISINK (TN)
___ 3801 UNIONVILLE (VLG)
___ 4089 MONROE (TN)
___ 4001 MONROE (VLG)
___ 4003 HARRIMAN (VLG)
___ 4005 KIRYAS JOEL (VLG)
___ 4289 MONTGOMERY (TN)
___ 4201 MAYBROOK (VLG)
___ 4203 MONTGOMERY (VLG)
___ 4205 WALDEN (VLG)
___ 4489 MOUNT HOPE (TN)
___ 4401 OTISVILLE (VLG)
___ 4600 NEWBURGH (TN)
___ 4800 NEW WINDSOR (TN)
___ 5089 TUXEDO (TN)
___ 5001 TUXEDO PARK (VLG)
___ 5200 WALLKILL (TN)
___ 5489 WARWICK (TN)
___ 5401 FLORIDA (VLG)
___ 5403 GREENWOOD LAKE (VLG)
___ 5405 WARWICK (VLG)
___ 5600 WAWAYANDA (TN)
___ 5889 WOODBURY (TN)
___ 5801 HARRIMAN (VLG)

CITIES

___ 0900 MIDDLETOWN
X 1100 NEWBURGH
___ 1300 PORT JERVIS
___ 9999 HOLD

NO. PAGES 4 CROSS REF ___
CERT. COPY ___ AFFT. FILED ___

PAYMENT TYPE: CHECK ___
CASH ___
CHARGE X
NO FEE ___

CONSIDERATION $ ___
TAX EXEMPT ___

MORTGAGE AMT $ 60,750.00
DATE 6-12-97

MORTGAGE TYPE:
___ (A) COMMERCIAL
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000.
X (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR.UNION
___ (J) NAT.PER-CR.UN/I OR 2
___ (K) CONDO

RECEIVED FROM: City of Newburgh

Joan A. Macchi

JOAN A. MACCHI
Orange County Clerk

LIBER 6193 PAGE 100

[8] LIBER 6193 PAGE 100
ORANGE COUNTY CLERKS OFFICE 30118 DAB
RECORDED/FILED 06/17/97 11:09:29 AM
FEES 17.00 EDUCATION FUND 5.00
SERIAL NUMBER: C0002333 .00
MTG CNTL NO 10650 MTAX

M 86—Statutory Form MN.
Bond and Mortgage, with additional clauses.
Individual or Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 12th day of June , nineteen hundred and ninety seven.

BETWEEN WORKS III ASSOCIATES, LP c/o DWELLING GROUP, INC., General Partner with its principal office for the transaction of business located at 555 Blooming Grove Turnpike, Town of New Windsor, New York

herein referred to as the mortgagor,

and NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York with its principal office for the transaction of buisness located at 83 Broadway, City of Newburgh, Orange County, New York

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of SIXTY THOUSAND SEVEN HUNDRED FIFTY AND 00/100------- ($ 60,750.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee from the date hereof at the rate of 0% percentum per annum until paid in 240 monthly installments commencing with a payment of $253.13 on the 1st day of the second month following project completion and a like sum of $253.13 on the 1st day of each and every month thereafter for 239 months, when the entire balance of principal remaining due thereon shall become due and payable.

This mortgage will only be subordinate to bank financing.

This mortgage will not be surbordinate to any other loan.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL these certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York County of Orange and City of Newburgh and being more accurately described on the Official Tax Map of the City of Newburgh as indicated below.

241 Third Street, Section 22, Block 2, Lot 2
48 Johnston Street, Section 30, Block 3, Lot 39
50 Johnston Street, Section 30, Block 3, Lot 40
52 Johnston Street, Section 30, Block 3, Lot 41

SUBJECT to all easements, covenants and restrictions of record.

BEING the same premises as indicated in a deed from City of Newburgh to the Newburgh Community Development Agency, dated March 15, 1994 and recorded in the Orange County Clerk's Office on May 6, 1994 in Liber 4040 of Deeds at Page 100.

BEING the same premises conveyed in a certain deed dated April 30, 1997, from Newburgh Community Development Agency to Works III Associates, LP and recorded May 12, 1997 in the Orange County Clerk's Office in Liber 4566 at page 315.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.

2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.

4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.

5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.

7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrants the title to the premises.

10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.

12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.

13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

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14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediatley pay to the mortagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

WORKS III ASSOCIATES, LP
c/o DWELLING GROUP, INC. GP

BY: _____ (L.S.)
Drew Kartigamer, President

LIBER 6193 PAGE 103

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF ORANGE } ss.:

On the 12th day of June 1997,
before me came Drew Kartiganer
to me known, who, being by me duly sworn, did depose and say that he resides at No. 555 Blooming Grove Turnpike in New Windsor, New York ; that he is the President of WORKS III ASSOCIATES, LLP C/O DWELLING GROUP, INC. G.P. the corporation described in and which executed, the foregoing instrument; and that he signed his name thereto by like order.

Luz M. Mahoney

LUZ. M. MAHONEY
Commissioner of Deeds
City of Newburgh, NY
Commission Expires Dec. 31, 19 98

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

in , that he knows

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

No.

WORKS III ASSOCIATES, LLP
c/o DWELLING GROUP, INC. G.P.

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

Bond and Mortgage

Dated, ..., 19.....

Amount, $.....

Due, ..., 19.....

Int. Payable .....

The land affected by the within instrument lies in City of Newburgh, Orange County, NY

Record and return to

COMMUNITY DEVELOPMENT
83 Broadway
Newburgh, N. Y. 12550

LIBER 6193 PAGE 104

RESOLUTION NO.: _____ - 2026

OF

JANUARY 12, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND ACCESS AGREEMENT WITH CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND ITS CONTRACTED AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY UNDER A BROWNFIELD CLEANUP AGREEMENT AT THE LITTLE BRITAIN ROAD SERVICE CENTER

WHEREAS, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of a remedial workplan; and

WHEREAS, CHG&E and the City of Newburgh entered into a License and Access Agreement dated January 28, 2021 providing access to CHG&E to portions of the City's water supply property located adjacent to the Site and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County to facilitate CHG&E's installation of groundwater monitoring wells as part of the remedial investigation workplan; and

WHEREAS, CHG&E wishes to continue the ongoing groundwater investigation by conducting a dye-trace study to further characterize the movement of the Site groundwater in order to comply with its obligations under the Brownfield Cleanup Agreement, and has requested that the City provide access to portions of the City's water supply property, identified as Section 4, Block 1, Lot 38 in the Town of New Windsor and Section 97, Block 1, Lot 44 in the Town of Newburgh on the official tax map of Orange County, subject to the conditions provided in a License and Access Agreement; and

WHEREAS, this Council has reviewed the attached License and Access Agreement and has determined that entering into the same 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 Manager be and he is hereby authorized to execute the new License and Access Agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow access to City owned property for the purpose of conducting a dye-trace study under a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

LICENSE AND ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, 202__, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, CHG&E entered into a Brownfield Cleanup Agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation ("NYSDEC") which, among other things, requires CHG&E to conduct additional groundwater investigations as part of a remedial investigation workplan; and

WHEREAS, CHG&E and the City entered into a License and Access Agreement dated January 28, 2021 ("January 2021 Agreement") providing access to CHG&E to portions of the City's water supply property located adjacent to the Site and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County to facilitate GHG&E's installation of groundwater monitoring wells as part of the remedial investigation workplan; and

WHEREAS, CHG&E wishes to continue the ongoing remedial investigation by conducting a dye-trace study to further characterize the movement of the Site groundwater in order to comply with its obligations under the Brownfield Cleanup Agreement, and the City agrees to provide CHG&E with access to additional City-owned property, identified as Section 4, Block 1, Lot 38 in the Town of New Windsor and Section 97, Block 1, Lot 44 in the Town of Newburgh on

the official tax map of Orange County (the "City Property"), subject to the conditions provided below, to allow CHG&E to perform the dye-trace study.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. The City hereby represents that it owns certain real property more accurately described as Section 4, Block 1, Lot 38 located in the Town of New Windsor and Section 97, Block 1, Lot 44 located in the Town of Newburgh on the official tax map of the County of Orange ("the City Property") and that it has duly authorized this License and Access Agreement. The City hereby grants CHG&E a revocable license for CHG&E and CHG&E's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the City Property and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform at dye-tracer study and related work in connection with the Remedial Investigation Work Plan associated with the clean-up of the Site (the "Work").
2. Entry to the City Property is limited to the minimum access necessary to conduct the Work as shown on the [map/survey/diagram] attached as Exhibit "A" which cannot be completed by any other means. CHG&E shall access the City Property in such location and position and perform work in such manner as will be satisfactory to the City. CHG&E agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, and to obtain any and all permits required thereby. When

accessing the City Property, CHG&E and its designated representatives will comply with applicable City worker safety and other requirements.

3. CHG&E has provided and the City and/or its designated representatives has received a copy of the NYSDEC approved Tracer Study Work Plan. CHG&E will notify the City and/or its designated representatives of any NYSDEC approved modifications or revisions to the approved Tracer Study Work Plan before commencing any work on the City Property.
4. CHG&E, or its designated representatives, will notify the City Engineer and the City Water Superintendent via phone or electronic mail at least ten (10) days in advance of anticipated access to the City Property and such notice will include:
    a. the date, expected time and approximate duration of the requested access;
    b. the reason(s) for the requested access;
    c. the person(s) who will be visiting and their affiliation; and
    d. the nature of the work to be performed on the City Property.
5. Any access to the City Property by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City retains the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Property, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
6. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Property during an emergency or

unanticipated event that requires immediate access. In such a situation, CHG&E and its designated representatives shall provide notice to the City Engineer and City Water Superintendent as soon as possible under the circumstances.

7. CHG&E understands that the City Property referenced in this agreement are land-locked with no legal means of access from any public road or right-of-way. It shall be the responsibility of CHG&E to obtain and coordinate access over any other abutting property as necessary to gain legal access to the City Property.
8. CHG&E will be responsible for properly handling of and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials.
9. CHG&E will be responsible for all costs associated with the Work. CHG&E will reimburse the City for any and all actual costs and/or expenses, if any, incurred by the City in connection with activities covered by this Agreement.
10. CHG&E shall not commence or perform work nor operate machinery under this License and Access Agreement until it has obtained all insurance required under this paragraph 9 and such insurance has been approved by the City.
    A. Workers' Compensation Insurance – CHG&E shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.
    B. General Liability and Property Damage Insurance – CHG&E shall take out and maintain during the life of this agreement such general liability and property

damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than $3,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.
3. CHG&E shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License and Access Agreement.

C. CHG&E may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which CHG&E retains such agents, CHG&E and such agents shall provide and maintain insurances as required by this Paragraph 10 and name the City as additional insured under insurance coverage concerning CHG&E performance of the work referenced herein.

11. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to

as "claims") to the extent caused by CHG&E's negligence or willful misconduct in connection with the access granted under this Agreement, which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. CHG&E shall have no obligation to indemnify the City for claims arising from the City's own negligence or willful misconduct. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City.

12. The indemnification obligations contained in paragraph 11 shall survive for a period of 3 years after this License and Access Agreement is terminated.

13. Notwithstanding anything to the contrary in this License and Access Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third-party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this License and Access Agreement results in damages and/or indirect costs to either party.

14. The CHG&E contact shall be:

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-
@cenhud.com

The City contact shall be:

Jason C. Morris, P.E.
Commissioner of Public Works/City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7448
jmorris@cityofnewburgh-ny.gov

Any changes to these contact people, telephone numbers or e-mail addresses by a party shall be provided to the other as soon as practicable.

15. This License and Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E and shall expire and terminate on December 31, 2026 or the completion of the Work by CHG&E and its agents, employees and contractors, and the restoration of the property to a clean and orderly state as confirmed by both the City Engineer and City Water Superintendent, whichever is earlier.

16. This License and Access Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1-month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in Paragraph 13, above, should CHG&E wish to invoke dispute resolution.

17. This License and Agreement may not be assigned or sub-let to any other party and may not be modified except by a writing subscribed by both parties to this License and Access Agreement.
18. It is understood and agreed that no vested right in the City Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the City held the City Property prior to the execution of this License and Access Agreement.
19. CHG&E agrees to pay a one-time land use fee of $100.00 due and payable upon execution of this License and Access Agreement by CHG&E. Any past due fees shall be paid to the City prior to execution of this License and Access Agreement by the City.

City of Newburgh

_____
By:

Date:_____

Central Hudson Gas &
Electric Corporation

_____
By:

Date:_____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
DAVID TRUONG
Assistant City Comptroller


97-3-12
97-3-15
101-9-17.22
97-3-22.2
WD012
97-3-14.2
CHGAE
16
5.2A(C)
17
97-3-17
97-1-34
97-1-61
97-1-60
35
3.1A(C)
City of Newburgh
NEWBURGH
CHGAE
18
1A
(C)
14.2
13
21
20
19.2
11.2A
36.2
38
1.2A(C)

Central Hudson Gas & Electric Corporation

Tracer Study Work Plan

Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

Brownfield Cleanup Program No. C336031

October 2025; Revision 1 – November 2025



Tracer Study Work Plan

Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

October 2025; Revision 1 – November 2025

Prepared By:
Arcadis of New York, Inc.
One Lincoln Center, 110 West Fayette Street, Suite 300
Syracuse, NY 13202
United States
Phone: 315 446 9120
Fax: 315 449 0017

Prepared For:
Mr. Jesse Gallo
Environmental Coordinator
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601

Our Ref:
30086070



David Cornell
Principal Geologist



Keith A. White, CPG
Principal Geologist

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Appendix A Procedures and Criteria for Analysis of Fluorescent Dyes

Acronyms and Abbreviations

Arcadis	Arcadis of New York, Inc.
BMP	best management practice
Central Hudson	Central Hudson Gas and Electric Corporation
CVOC	chlorinated volatile organic compound
NYSDEC	New York State Department of Environmental Conservation
site	Little Britain Road Service Center, 610 Little Britain Road, Towns of New Windsor and Newburgh, Orange County, New York
UAV	unmanned aerial vehicle
USEPA	U.S. Environmental Protection Agency
USGS	United States Geological Survey
VOC	volatile organic compound

1 Introduction

Arcadis of New York, Inc. (Arcadis), on behalf of Central Hudson Gas and Electric Corporation (Central Hudson), has prepared this work plan as part of an ongoing investigation being conducted at Central Hudson's Little Britain Road Service Center located at 610 Little Britain Road in the Towns of New Windsor and Newburgh, Orange County, New York (the site) (Figure 1). As described in this plan, a dye-trace study will be conducted to further investigate the movement of groundwater in bedrock beneath the site.

Dye tracing is a tool commonly employed in karst settings to help characterize groundwater flow. Benefits of this approach include that the results are easily understood by stakeholders and positive tracer detections are irrefutable. Tracer studies entail introducing one-or-more non-toxic tracer dyes into bedrock groundwater and monitoring a network of wells, springs, and surface-water bodies for the dye. The dyes can be detected at very low concentrations – well below the concentration at which the dyes are visible to the naked eye.

1.1 Site Setting

The site comprises nine acres and is occupied by a building used as a service center. The building houses offices and truck service bays. Surrounding the building are truck parking areas, visitor and employee parking areas, and material and equipment storage areas. The Lockwood Basin, owned by the City of Newburgh, is located approximately 150 feet west of the site. Further west is Washington Lake, which is a potable water source for the City of Newburgh, although it is currently not in use (City of Newburgh, NY. 2025). Lawns and landscaped areas exist on the south, east, and northeast sides of the facility. The facility is serviced by public water and sanitary sewer, natural gas, and electricity. Water mains for the City of Newburgh from Washington Lake pass under the southern half of the site. Land use near the site includes the Lockwood Basin to the west, undeveloped wooded areas to the north, commercial/industrial areas to the south, and commercial/residential areas to the southeast and southwest. Central Hudson purchased the facility in 1977. The previous occupant of the New Windsor portion of the property was J&H Smith Manufacturing Company, a producer of electronic and lighting equipment, which reportedly stored chemicals used for manufacturing on the property. When Central Hudson purchased the property in 1977, contamination already existed in the underlying soil, soil vapor, and groundwater from the previous industrial activities (New York State Department of Environmental Conservation [NYSDEC] 2020).

Quassaick Creek is located northeast of the site and flows southeastward (Figure 2). It is joined by an unnamed tributary that originates south of the site and flows northeasterly. Dams constructed along both streams have created several ponds.

1.2 Site Investigation and Cleanup

Central Hudson entered into the NYSDEC's Voluntary Cleanup Program in 2000 under the site identification number #V00312. Several environmental investigations were conducted between 1995 and 2023 to evaluate the condition of the underlying soil, groundwater, and soil vapor and to identify the extent of the contamination. The NYSDEC dissolved its Voluntary Cleanup Program in 2018. Subsequently, Central Hudson applied to the Brownfield Cleanup Program, also administered by the NYSDEC, and executed a Brownfield Cleanup Agreement under site identification number C336031. Under that program, Central Hudson prepared, and the NYSDEC approved, a *Remedial Investigation Work Plan* (Kleinfelder, Inc. 2020). The remedial investigation is ongoing.

Details regarding the investigations completed at the site are contained in the *Remedial Investigation Summary Report* (Arcadis 2022).

Contaminants identified in the environmental media sampled are predominantly chlorinated volatile organic compounds (CVOCs). The investigations identified an area of impacted soil that was subsequently excavated and removed from the site in 2001. In 2008, soil vapors beneath the building were found to contain elevated concentrations of CVOCs. Central Hudson voluntarily installed a sub-slab depressurization system as a preventative measure against contaminated soil vapor entering the building. This system continues to operate.

Several phases of investigation have focused on site groundwater. As a result, 37 monitoring wells have been installed and sampled at the site. The first groundwater samples were collected in 1996, some of which contained concentrations of volatile organic compounds (VOCs) exceeding NYSDEC guidelines. Central Hudson continues to conduct quarterly groundwater sampling events at the 37 wells that comprise the current monitoring network. VOC concentrations in samples from some of the wells remain above applicable guidelines. Higher concentrations of VOCs were generally detected in samples collected from the monitoring wells screened in the bedrock.

The reconnaissance work described in this work plan will support development and implementation of a dye-trace study to further characterize the movement of site groundwater. Results of that study will be used to update the conceptual site model and help focus the ongoing remedial investigation.

1.3 Karst Geology Considerations

As discussed in the memorandum entitled *Bedrock Conceptual Site Model, Little Britain Road Service Center* (Arcadis 2023), the bedrock beneath the site is karstic. The way in which groundwater moves through karst aquifers is different than in other geologic media. Most groundwater in karst aquifers moves through an integrated network of solution-widened features (referred to as a conduit network) that occupies a very small volume of the rock. Consequently, these important transport pathways are infrequently intercepted by monitoring wells. Groundwater moving through conduit networks typically discharges at the land surface, or sub-aqueously into surface water bodies, through springs (Ford and Williams 2007); that is, springs are the primary outflow points of karst aquifers. Important implications of this relative to the ongoing investigation at the site include:

- The common practice of estimating groundwater-flow directions using potentiometric maps is not very reliable in karst – the actual path that groundwater takes may be significantly different than that inferred from such maps.
- Groundwater velocities in the conduit networks of karst aquifers tend to be much higher than in other geologic media. Flow velocities of multiple feet per day, or more, are common.
- The quality of water samples collected from wells whose screens intercept zones of high permeability is most indicative of the quality of groundwater that is moving through the aquifer. Conversely, the quality of samples collected from wells that screen bedrock that is unfractured, or contains sparse, unweathered fractures is indicative of water that is moving slowly. Most of this water can be expected to move toward, and drain into, the conduit network at some point within the aquifer.
- Because of their convergent nature: 1.) contaminated groundwater moving through conduit networks tends to be focused in the downgradient direction, rather than spread out, and 2.) if the conduit network(s) extend beyond the source of contamination, contaminant concentrations in groundwater moving through the network(s) can be diluted as conduits carrying clean groundwater join the network.

- With distance from a contaminant source area, contaminated groundwater becomes increasingly confined to the conduit network.
- Given the unique nature of groundwater flow in karst aquifers, dye tracing is an important tool to supplement data from monitoring wells to better characterize groundwater movement, identify where groundwater-of-interest discharges at the land surface, and estimate groundwater flow velocities.

1.4 Tracer Study Reconnaissance

To gather data needed to properly scope the dye-trace study, Arcadis developed a Tracer Study Reconnaissance Work Plan (Arcadis 2024). The objective of the planned reconnaissance was to identify and examine, to the extent practicable, areas where groundwater in the bedrock underlying the site may discharge from springs. The planned work consisted of two phases:

1. Conducting a thermal reconnaissance of selected stream reaches with an unmanned aerial vehicle (UAV) during the winter, when the contrast between groundwater and surface water temperatures was maximized, to identify thermal anomalies that might represent springs.
2. Physically examining select reaches of streams, focusing on thermal anomalies identified by the thermal survey, to locate and document springs and other features of interest.

Upon preparing to implement the reconnaissance, multiple challenges were encountered that collectively rendered the reconnaissance effort by a UAV impracticable. Subsequently, the use of a helicopter to perform the thermal survey was explored. The helicopter contractor conducted several test flights during late winter 2024 and early spring 2025 using different sensing equipment and altitudes; however, none returned data that met the requirements of the survey before ambient temperatures rose too high for the approach to be effective (i.e., there was not sufficient contrast between the temperatures of surface water and spring water).

Because the data requirements of the reconnaissance could not be achieved, an alternative approach to selecting dye monitoring locations was developed and is discussed in Section 2 of this report.

2 Tracer Study Plan

2.1 Objectives

The objectives of the tracer study are to:

- Further characterize groundwater movement through the bedrock beneath the site, particularly at depth, where higher concentrations of CVOCs are present, by identifying points where introduced dye is detected; and
- Estimate approximate groundwater velocities using tracer time-of-travel from the introduction point to distal points where dye is detected.

2.2 Dye Monitoring Approach and Sampling Network

Two methods can be employed to sample waters for tracer dyes. The first method involves collecting grab samples for laboratory analysis. The benefits of this method are that the sampling methodology for collecting grab samples of groundwater, spring water, and surface water are well established, and the concentration of dye contained in the sample can be quantified. The second method involves using samplers consisting of laboratory-prepared fiberglass wire mesh packets that contain activated carbon (Inset 1). These dye samplers are deployed at sampling stations and left in place for a period of time and then recovered and sent to a laboratory for analysis. The samplers continuously adsorb and accumulate tracer dyes, even in the presence of most common water contaminants, including petroleum products and solvents (Aley 2019). One benefit of this method is that, because they accumulate dye over the time they are deployed, dye may be detected in them, even if the concentration of dye in the water passing through them is below the laboratory detection limit. It is not uncommon for dye to be detected in a sampler but not be detected in a grab water sample that is collected at the time the sampler is retrieved (Aley 2017). Another benefit is that the samplers are constantly "monitoring" the water throughout their deployment period; therefore, if a pulse of dye passes through the water at some point during the deployment period, it will be detected, even if the concentrations of dye at the time the sampler is deployed and at the time it is retrieved are below detection limits. A potential disadvantage is that some samplers will be deployed at locations where sampler chain-of-custody cannot be maintained (e.g., in an offsite stream).



***Inset 1**: Activated carbon dye samplers.*

The approach that will be used for this dye-trace study is to rely primarily on dye samplers to monitor for dye. Grab water samples will also be collected during each sampling event. All the dye samplers will be analyzed for dye. For those showing positive detections, the associated grab water sample will also be analyzed. This serves two purposes. First, it verifies the detection of dye in the dye sampler (unless the concentration of dye in the grab sample is below the detection limit) and second it addresses the chain-of-custody matter associated with samplers deployed in locations that are not secure.

Developing an appropriate monitoring network is key to a successful trace. In addition to springs and receiving water bodies in the study area, other points where bedrock groundwater can be accessed, specifically monitoring

wells, are of interest. The process used by Arcadis to develop the monitoring network involved reviewing topographic maps and aerial imagery and reviewing available data for site bedrock monitoring wells. These activities are described in the following subsections.

2.2.1 Topographic Map and Aerial Imagery Review

Because the planned reconnaissance could not be achieved, Arcadis reviewed the United States Geological Survey (USGS) Newburgh and Cornwall-on-Hudson 7.5-minute topographic maps (USGS 2023 and 2023a), Google Earth imagery, and City of Newburgh and Town of New Windsor tax maps to assist with selecting surface water monitoring stations for the tracer monitoring network.

Based on that review, no publicly available parcels were found to exist along the waterways of interest; however, there are multiple stream crossings by public roadways. These locations were selected as surface water monitoring points, as shown on Figure 2.

2.2.2 Monitoring Wells

Site monitoring wells included in the dye monitoring network are shown on Figure 3 and contained in Table 1. Wells were selected based on:

- *Nature of screened interval*. Wells screened in bedrock and known to screen cavities or solution-widened fractures were selected for monitoring. Five wells have long, open-hole intervals (> 25 feet) where water can enter. At these wells, multiple samplers will be deployed, as shown in Table 1.
- *Known or inferred well yield*. Wells known to exhibit high yields or where previous testing has returned high hydraulic conductivity values were selected for monitoring.
- *Location*. Wells located in areas deemed strategic in relation to the known limits of groundwater impacted by the site were selected for monitoring.

2.3 Background Fluorescence Study

Several fluorescent dyes have been used in tracing studies. In addition to tracing groundwater, these dyes are commonly used for other purposes, including testing sewer lines for leaks and testing domestic leach fields for regulatory compliance. Additionally, these dyes are commonly used by industry and are present in many consumer products. For these reasons, it is necessary to determine the “background fluorescence” of waters to be monitored. In addition to establishing background conditions, the collected data will also be used to finalize dye selection for the study.

The background study will consist of deploying dye samplers at all sampling stations and collecting two rounds of samples 1 week apart. During each monitoring event, the samplers will be collected and exchanged with a fresh set and redeployed. The approach for deployment and collection will vary depending on the type of sample location. The general procedures are as follows:

- Open-Water Sample Locations: Dye samplers deployed at springs, streams, ponds will be attached to tethered weights and suspended upright to be exposed to as much flow as possible. Where the depth to the carbon packet is shallow, grab water samples will be collected directly by dipping the sample vial in the water. If there are locations where water depths are greater, samples will be collected using a sampling device that can be lowered to the approximate depth of the dye sampler and then triggered to collect a sample at that depth.

- Down-Well Sample Locations: Down-well samplers will be deployed at target depths, suspended in the zone of maximum yield, if known, or at the midpoint of the saturated screen. Down-well samplers will be suspended on monofilament line in combination with a dedicated polyethylene bailer that will be used to collect grab water samples each time a sampler is exchanged. Water samples will be collected by raising and lowering the bailer several times (to replace the bailer contents with fresh water from the target interval) before extraction. No additional well purging will be conducted. To facilitate accurate placement of the dye sampler in the water column, a stainless-steel weight will be affixed to the bottom of the monofilament line.

2.4 Dye Types

For a successful tracer study, it is important that dyes are selected and introduced into the active flow system of the aquifer at the appropriate location(s) and in the proper quantities. The dyes judged to be suitable candidates for use for this study include fluorescein, rhodamine-WT, eosine, and sulphorhodamine B. All these dyes have been extensively studied and their safety when used as groundwater tracers is well established (Field, et al. 1995; Smart 1984).

Final dye selection will be based on the results of the background fluorescence study. The mass of dye to be introduced will be based on professional judgement. The mass of dye introduced will be selected with the objective of being able to detect the dye wherever it may resurge in the study area while striving to avoid visibly coloring water that discharges to the land surface or receiving water bodies. While the laboratory detection limits for fluorescent dyes are approximately five orders of magnitude lower than detectable in the field by the general public, it is always possible that some visible coloration of emerging groundwater may occur. Should visible coloration of surface water occur the duration that dye is visible, and the extent that visible dye extends downstream, varies. There are multiple processes that remove or destroy dyes in surface water. These include dye uptake by plants and dye degradation or destruction by sunlight. As such, visible coloration typically does not persist more than a few days and tends not extend great distances downstream.

2.5 Dye Introduction

To meet the objectives of this study, it is anticipated that one dye will be introduced at depth in the bedrock, where the highest concentrations of CVOC are commonly detected and a second dye, of a different type, will be introduced in shallower bedrock to help better define groundwater flow in the bedrock. The dyes will be introduced into one or more existing bedrock monitoring wells.

When introducing dye to a well, it is important that the well be reasonably well connected hydraulically to the bedrock flow system. To assess a well's suitability as a dye introduction point, clean water injection tests will be performed at candidate wells. The tests will consist of introducing potable water to the well, targeting a rate of approximately 1 gallon per minute, to maintain the level of water to approximately 2 feet below the top of the well casing. Once the target level of water in the well is reached (2 feet below the top of casing), an additional 50 gallons of water will be introduced. If the target level of water cannot be reached, then the volume of water to be injected will be 60 gallons. The test duration and volume of water introduced during the test will be recorded so that the water injection rate can be estimated.

Results of the testing will be assessed and one-or-more injection wells will be selected. Five candidate wells were selected for testing based on: a review of available drilling information and downhole geophysical testing, their location relative to the source area, and the concentration of CVOCs detected in water samples collected from

them. Three wells are screened in the deeper bedrock and the remaining two are screened shallower in the bedrock. The three deeper wells are MW18-11C, MW18-13C, and MW21-18D (Figure 3). Wells MW18-11C and MW18-13C will be tested first. If neither well is deemed suitable, testing will be performed at MW21-18D. This well is less desirable as an injection well because it has a smaller inside diameter (1.5-inch) and is not screened in an area containing elevated levels of CVOCs. As noted in Section 1, most groundwater in karst aquifers moves through an integrated network of solution-widened features. These networks tend to converge in the downgradient direction, so the discharge point for groundwater at MW21-18D is likely to be the same as for the other wells to be tested. The two shallower wells are MW18-11B and MW18-12B. Both are located fairly near the former VOC source area and available information suggests that the bedrock screened be sufficiently transmissive to allow dye to be introduced and distributed into the active groundwater flow system. Any of these wells that are not selected for dye introduction will be added to the dye monitoring network.

Wells that are poorly transmissive (i.e., are identified in Table 1 as having a poor apparent yield) or constructed with well casings less than 1.5 inches in diameter are not suitable for consideration as potential injections wells.

Dye will be introduced into the selected wells as a concentrated solution using a tremie pipe installed near the bottom of the well. Following introduction, potable water will be introduced using both the tremie pipe and from the well head to help flush the dye from the well and into the surrounding formation. During this process, the fluid level in the well will be carefully monitored to ensure the level does not reach the top of the well casing. The target injection volume for potable water is 2,000 to 5,000 gallons.

Many variables affect the movement of dyed groundwater, including differences among dye properties, dye strengths, dye introduction method, and the nature of the geologic medium through which the dyed groundwater moves (e.g., groundwater velocity, architecture of the transport pathways, and the quantities of sediments present along those pathways). Consequently, there is no credible standard equation for estimating dye quantities needed for groundwater tracing work (Aley 2019). The specific dyes to be used and the masses of dye to be introduced will be determined upon review of the results of the background fluorescence study (Section 2.3). For this application, it is expected that, if fluorescein or eosine dye is used, approximately 5 to 10 pounds would be required. If rhodamine WT or sulforhodamine B are used, then it is expected that the quantity would be within the range of 10 to 20 pounds. The dye will be introduced in concentrated liquid form, roughly 5 to 10 gallons by volume, then distributed into the bedrock flow system by flushing with several thousand gallons of potable water.

2.6 Monitoring Procedure, Frequency, and Duration

Dye samplers will be deployed at all sampling stations in the network prior to introducing the dye. Samplers deployed in springs and surface water bodies will be deployed in a manner that exposes them to flowing water and reduces the likelihood that they will be swept away in the event of storm flow or buried in sediment on the bottom of the water body. Samplers deployed in wells will be suspended at their designated depth using clear monofilament line with a stainless-steel weight at the bottom. Designated sampling depths will target transmissive zones in the well screen[1], or in the absence of such, the screen midpoint. A grab water sample will also be collected at each location during each sampling event. If dye from the study is detected in a dye sampler, then the corresponding grab water sample will also be analyzed. Details regarding sampler handling, deployment, and retrieval are contained in Appendix A.

[1] For wells constructed as “open holes,” the term “screen” is defined as the open interval of the well, from the base of the steel casing to the bottom of the open borehole.

The sampling frequency is tentatively planned to be weekly for the first 8 weeks of the study and then once every 2 weeks for the following 8 weeks. Sampling results will be reviewed throughout the study period and used to evaluate whether the sampling frequency and/or study duration require modification. For each sampling event, a fresh dye sampler will be exchanged with the sampler that is collected for analysis. A grab water sample will also be collected at the time of sampling at each location and held for potential analysis. Grab samples will be analyzed if dye is detected in the dye sampler.

2.7 Dye Analysis

Dye samplers and water samples will be analyzed by Ozark Underground Laboratory (OUL; Protem, MO). OUL specializes in fluorescent dye analysis using a spectrofluorophotometer operated under a synchronous scan protocol and has considerable experience in dye tracing conducted in karst aquifers to support contamination assessments. Details regarding the laboratory analytical and quality assurance/quality control procedures are contained in Appendix A.

2.8 Environmental Footprint Analysis

Central Hudson, Arcadis, and the NYSDEC are committed to minimizing the environmental footprint of activities involved in addressing environmental conditions at the site.

The U.S. Environmental Protection Agency's (USEPA's) *Principles for Greener Cleanups* (USEPA 2016) outlines the USEPA's policy for evaluating and minimizing the environmental footprint of activities involved in cleaning up contaminated sites and will be followed during implementation of this work plan. The core elements of greener cleanups are:

- Reduce total energy use and increase the percentage of energy from renewable resources.
- Reduce air pollutants and greenhouse gas emissions.
- Reduce water use and preserve water quality.
- Conserve material resources and reduce waste.
- Protect land and ecosystem services.

The first three elements in the list above are relevant to the scope of work described in this work plan. Given that the scope of work is relatively small and involves introducing relatively small amounts of non-toxic dyes and potable water to the subsurface, a qualitative environmental footprint analysis comprised of describing the best management practices (BMPs) that will be implemented is appropriate.

To minimize the environmental footprint when implementing this work plan, the following green remediation BMPs will be employed:

1. Reduce travel through teleconferencing and compressed work hours. Both prior to conducting the field work and following the field work, all meetings will be held through teleconferencing. Also, the final deliverable will be distributed in electronic form, rather than as hard copies. All field work will be performed in one mobilization, if feasible. Staff will strive to carpool and employ electric or hybrid rental vehicles when practicable.
2. Introduce dye solutions and flush water using gravity-feed approaches, where practicable. Employ reusable, recyclable vessels to store dye solutions and potable water.
3. Employ reusable hose and tremie piping for fluid management, where practicable.

4. Return unused clean water to surface water bodies rather than discharging it to a public sewer system.
5. Compress the number of days needed to complete the work. Field workdays will extend beyond 8 hours provided there is sufficient daylight to perform the work safely.
6. Limit the duration of the study as appropriate, based on assessment of each round of analytical data.
7. Recycle cardboard boxes and beverage bottles.

3 Schedule and Reporting

The dye-trace study is planned to begin during the late winter or early spring seasons, assuming that access to off-site sampling locations is granted. During this time of year, groundwater velocities tend to be higher than during late spring and summer, where evapotranspiration rates increase and the volume of precipitation that recharges the groundwater table is less. The duration of the study is tentatively planned to be approximately 18 weeks, including the background fluorescence study. The actual duration will be determined based on the analytical results obtained for each round of sampling and professional judgement; therefore, the actual duration may be more or less than 18 weeks.

Following completion of the work, Arcadis will prepare a report documenting the work performed and the resulting findings of the dye-trace study. It is anticipated that the report will be submitted to the NYSDEC within 3 months of receipt of all the dye analytical results.

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Table

Table 1
Dye Trace Monitoring Well Network Details
Tracer Study Work Plan
Little Britain Road Service Center
610 Little Britain Road, New Windsor, New York

Well ID	Construction	Unit Monitored	Screen/Open Interval (ft bgs)				Screen Length (ft)	Apparent Yield[2]	Casing Stickup (ft)[3]	Sampler Deployment Depth (ft BTOC)
			Top		Bottom					
			ft bgs	ft NAVD88[1]	ft bgs	ft NAVD88				
MW94-4B2	Open Rock Hole	Shallow / Intermediate Bedrock	62.8	236.9	82.8	216.9	20	Poor	-0.98	68.5
										75.1
MW01-8B	Open Rock Hole	Shallow Bedrock	25	269.2	50	244.2	25	Poor	2.61	35.6
										43.6
MW06-2C	Open Rock Hole	Intermediate Bedrock	70	228.6	125	173.6	55	Poor	-0.63	83.4
										97.4
										110.4
MW06-4C	Open Rock Hole	Intermediate Bedrock	70	229.9	125	174.9	55	Poor	-0.71	83.3
										97.3
										110.3
MW06-9C	Open Rock Hole	Intermediate Bedrock	68	244.7	125	187.7	57	Good	1.88	83.9
										98.9
										112.9
MW18-8D	2" PVC	Intermediate Bedrock	73	221.0	83	211.0	10	Poor	2.22	80.2
MW18-8F	1.5" PVC	Deep Bedrock	175	119.1	185	109.1	10	Poor	1.8	181.8
MW18-10B	2" PVC	Shallow Bedrock	36	262.1	51	242.1	15	Good	2.8	46.3
MW18-10C	2" PVC	Deep Bedrock	175	118.1	185	108.1	10	Poor	2.8	182.8
MW18-11B	2" PVC	Shallow Bedrock	34	259.1	44	249.1	10	Moderate	2.5	41.5
MW18-11C	2" PVC	Deep Bedrock	175	118.1	185	108.1	10	Moderate	2.5	182.5
MW18-12B	2" PVC	Intermediate Bedrock	80	215.2	90	205.2	10	Moderate	-0.3	84.7
MW18-12C	2" PVC	Deep Bedrock	175	120.2	185	110.2	10	Poor	-0.3	179.7
MW18-13C	2" PVC	Deep Bedrock	175	119.2	185	109.2	10	Good	-0.4	179.6
MW18-14C	2" PVC	Deep Bedrock	176	120.0	186	110.0	10	Poor	2.8	183.8
MW21-15C	1" PVC	Intermediate Bedrock	84	214.8	104	194.8	20	Poor	1.3	92.0
										98.6
MW21-15D	1.5" PVC	Deep Bedrock	160	138.8	180	118.8	20	Poor	1.4	168.0
										174.7
MW21-16E	Open Rock Hole	Deep Bedrock	195.4	98.4	223.6	70.2	28.2	Good	-0.4	204.6
										213.6
MW21-17D	1.5" PVC	Deep Bedrock	174.8	116.6	184.8	106.6	10	Moderate	2.3	182.1

See Notes on Page 2.

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Well ID	Construction	Unit Monitored	Screen/Open Interval (ft bgs)				Screen Length (ft)	Apparent Yield[2]	Casing Stickup (ft)[3]	Sampler Deployment Depth (ft BTOC)
			Top		Bottom					
			ft bgs	ft NAVD88[1]	ft bgs	ft NAVD88				
MW21-18C	1" PVC	Intermediate Bedrock	118	189.0	138	169.0	20	Good	1.5	126.2
										132.8
MW21-18D	1.5" PVC	Deep Bedrock	174.5	132.5	194.5	112.5	20	Good	1.5	182.7
										189.3
MW21-19C	1" PVC	Intermediate Bedrock	112	185.4	132	165.4	20	Good	1.9	120.6
										127.2
MW21-19D	1.5" PVC	Deep Bedrock	175	122.4	195	102.4	20	Poor	1.9	183.6
										190.2
MW21-20D	1.5" PVC	Deep Bedrock	188.8	123.5	208.8	103.5	20	Good	1.2	196.7
										203.3

Notes:

[1]Elevation referenced to the NAVD88.

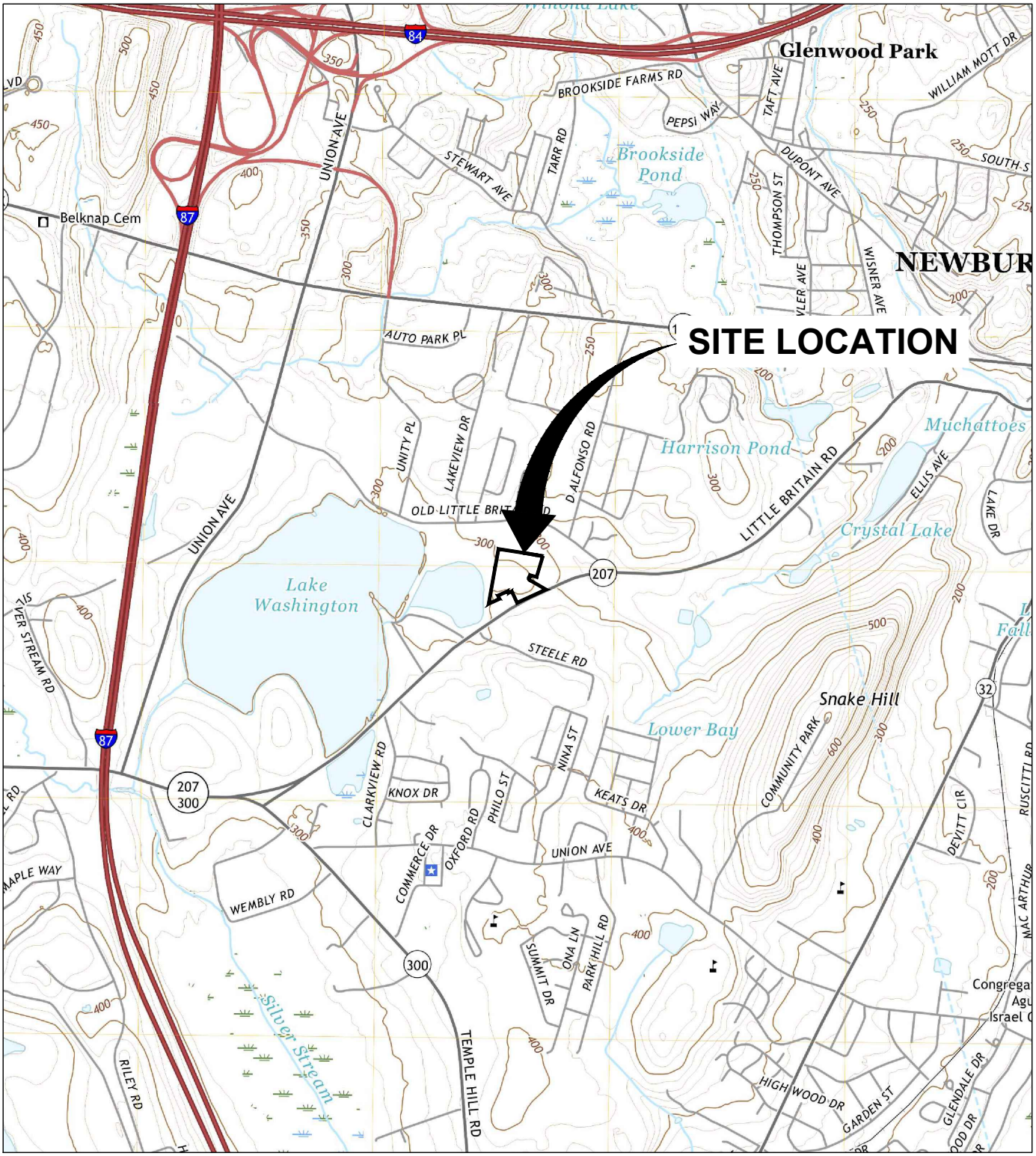
[2]Qualitative estimate based on drawdown observed during purging/sampling.

[3]Negative value indicates that the top of the well casing is below grade.

Acronyms and Abbreviations

" = inch
ft = feet
bgs = below ground surface
BTOC = below top of casing
NAVD88 = North American Vertical Datum of 1988
PVC = polyvinyl chloride

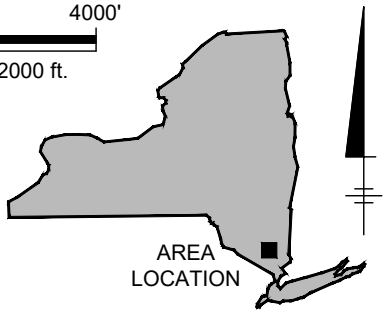
Figures



REFERENCE: BASE MAP USGS 7.5. MIN. TOPO. QUAD., CORNWALL-ON-HUDSON, NY, 2019 AND NEWBURGH, 2019, NY.

0 2000' 4000'

Approximate Scale: 1 in. = 2000 ft.



CENTRAL HUDSON GAS & ELECTRIC CORPORATION
LITTLE BRITAIN ROAD SERVICE CENTER
NEW WINDSOR, NEW YORK
TRACER STUDY WORK PLAN

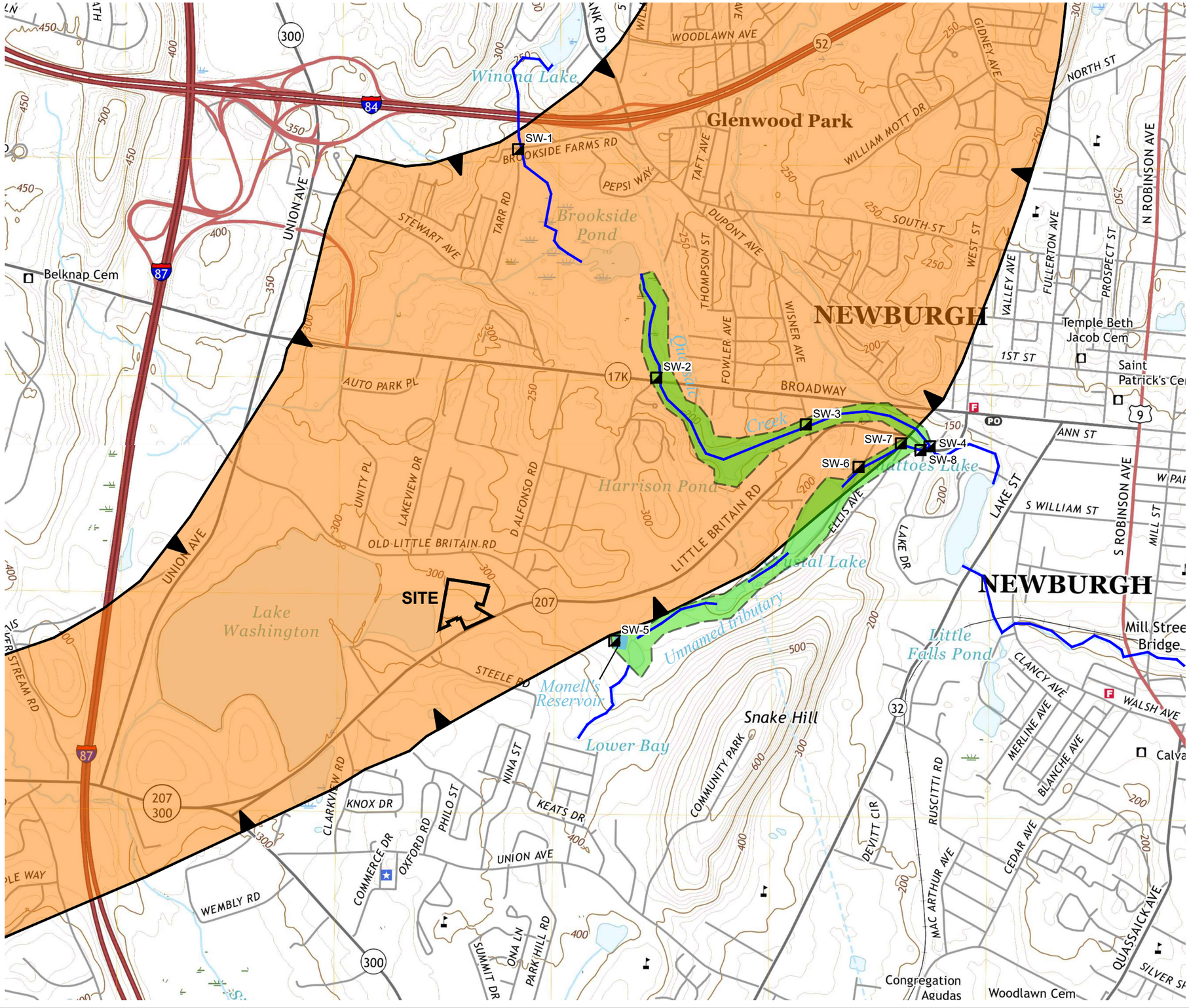
SITE LOCATION MAP

ARCADIS

FIGURE
1

IMAGES:
NY_Cornwall-on-Hudson_20190916_TM_geo.tif
NY_Newburgh_20190923_TM_geo.tif

C:\Users\LPOSENAUER\DCACCDocs\Arcadis ACC US\AUS-99999999-CHGE_LITTLE BRITAIN ROAD_NEW WINDSOR_NY\Project Files\10_WIP\10T_ARC_ENV\2025\01-DWG\TSWP-F01-USGS SLM.dwg LAYOUT: 1 SAVED: 9/23/2025 2:52 PM ACADVER: 25.1S (LMS TECH) PAGESETUP: C-PA-PDF
PLOTSTYLETABLE: PLTFULL.CTB PLOTTED: 9/24/2025 11:48 AM BY: POSENAUER, LISA



LEGEND:

- WAPPINGER GROUP DOLOSTONE
- STREAM REACHES THAT MAY CONTAIN SPRINGS DRAINING SITE BEDROCK GROUNDWATER
- THRUST OR REVERSE FAULT; SAW TEETH ON OVERTHRUST BLOCK
- SURFACE WATER SAMPLING LOCATIONS

NOTES:

1. BASE MAP USGS 7.5. MIN. TOPO. QUAD., CORNWALL-ON-HUDSON, NY, 2019 AND NEWBURGH, 2019, NY.
2. LIMITS OF WAPPINGER GROUP INFERRED FROM FISHER ET AL. (1970).

0 1500' 3000'

GRAPHIC SCALE

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
LITTLE BRITAIN ROAD SERVICE CENTER
NEW WINDSOR, NEW YORK
TRACER STUDY WORK PLAN

POTENTIAL DISCHARGE LOCATIONS FOR SITE GROUNDWATER

ARCADIS

FIGURE 2

C:\Users\LPOSENAUER\DC\ACCDocs\Arcadis ACC USA\US-99999999-CHGE_LITTLE BRITAIN ROAD_NEW WINDSOR_NY\Project Files\10_WIP\10T_ARC_ENV\2025\01-DWG\TSWP-F02-POTENTIAL DISCHARGE LOCS FOR SITE GW.dwg LAYOUT: 2 SAVED: 9/24/2025 3:00 PM ACADVER: 25.1S (LMS TECH) PAGESETUP: C:\LB-PDF-TPY PLOTSTYLETABLE: PLTFULL.CTB PLOTTED: 9/25/2025 11:57 AM BY: POSENAUER, LISA
IMAGES:
NY_Cornwall-on-Hudson_20190916_TM_geo.tif
NY_Newburgh_20190923_TM_geo.tif



LEGEND:

- OVERBURDEN MONITORING WELL
- UPPER BEDROCK MONITORING WELL
- INTERMEDIATE BEDROCK MONITORING WELL
- DEEP BEDROCK MONITORING WELL
- SITE PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPERTY EASEMENT
- FENCE
- STONE WALL
- WATER COURSE

NOTES:

1. BASE MAP PREPARED FROM SURVEY PERFORMED BY CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE, CO., D.P.C., DATED 09/14/2017 TITLED: MAP OF ENVIRONMENTAL EASEMENT SURVEY PREPARED FOR CENTRAL HUDSON GAS AND ELECTRIC CORP., AT A SCALE OF 1"=50'.
2. ALL INVESTIGATION LOCATIONS ARE APPROXIMATE.
3. GOOGLE AERIAL IMAGE DATED 9/18/2019 DOWNLOADED ON 10/26/2021.

0 80' 160'

GRAPHIC SCALE

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
LITTLE BRITAIN ROAD SERVICE CENTER
NEW WINDSOR, NEW YORK
TRACER STUDY WORK PLAN

SITE DYE MONITORING NETWORK

ARCADIS

FIGURE
3

C:\Users\LPOSENAUER\DC\ACCDocs\Arcadis ACC US\AUS-9999999-CHGE_LITTLE BRITAIN ROAD_NEW WINDSOR_NY\Project Files\10_WIP\10T_ARC_ENV\2025\01-DWG\TSWP-F03-SITE DYE MONITORING NETWORK.dwg LAYOUT: 3 SAVED: 9/25/2025 10:31 AM ACADVER: 25.1S (LMS TECH)
PAGESETUP: C-LB-PDF PLOTSTYLETABLE: PLTFULL.CTB PLOTTED: 10/7/2025 12:01 PM BY: POSENAUER, LISA
XREFS:
LBR-MW05-008C-X-Base-3 MOVED
IMAGES:
GEP_IMAGE_09.18.2019.jpg

12/1/25 TRANSPORTATION ADVISORY COMMITTEE (TAC) INTEREST LIST

Section 71-2 provides for a board of nine (9) members to serve 2-year terms, comprised as follows:

- Up to six residents of the City of Newburgh on the basis of their knowledge or interest in transportation and/or parking.
- One representative of an agency or organization which represents and/or advocates for persons with disabilities.
- Two City employees who are staff members of the City Departments of Engineering, Economic and Community Development and/or Public Works.

Current Public (i.e. Non-Staff) Members:

- Jacob Jordan (Chairperson), term expires 5/23/26
- Gabrielle Burton-Hill, term expired 1/9/25 (holdover)
- Catherine Hickey, term expires 9/23/26
- Elizabeth Holpuch, term expires 4/21/26
- Courtney Mortimer, term expires 4/21/26
- Tracy Wallace, term expires 4/21/26

Juan Tenemaza (resigned) has an unexpired term to 4/21/26

TAC members seeking re-appointment:

- Gabrielle Burton-Hill

Applicants seeking initial appointment for vacancies:

- Minh Vu
- Onilee Wilson

RESOLUTION NO.: _____ - 2026

OF

JANUARY 12, 2026

A RESOLUTION NAMING THE SOUTHWEST CORNER OF SOUTH STREET AND CHAMBER STREET IN HONOR OF SADIE A. TALLIE

WHEREAS, Sadie A. Tallie, originally from Clinton, North Carolina, as part of the Great Migration north, settled with her family at 68 Montgomery Street in the City of Newburgh and as a result of Urban Renewal, was displaced to Chambers Street and ultimately to the Town of Newburgh; and

WHEREAS, her heart belonged in the City of Newburgh, she was a tireless advocate for education and civic involvement, becoming active in the Parent-Teacher Association and serving as president at Grand Street School, North Junior High, and Newburgh Free Academy, and joining the NAACP, supporting the Democratic Party, running for the Newburgh School Board and campaign managing for Mayor Audrey Carey, the first Black female mayor in New York State; and

WHEREAS, believing deeply that education was the key to success, she pursued higher learning throughout her life by attending Orange County Community College, Mount Saint Mary College, Vassar College, the Newburgh Bible Institute, and the Community Bible Institute, ultimately earning a master's degree; and

WHEREAS, professionally, she worked as a sewing machine operator at the Dubette Bag Factory before embarking on a career as a social worker at the Newburgh Family Counseling Center; and

WHEREAS, in 1958, she joined Mt. Carmel Church of Christ, Disciples of Christ, located on Colden Street and later moving to 13-15 Johnston Street, under the late Pastor Emeritus Bishop George W. Johnson, and through which she led many outreach initiatives with neighborhood block parties, clothing drives and serving hot meals during the winter months, which lead to the founding of the Coalition for People's Rights, a pioneering human services agency where she served as founder and Executive Director of this vital community hub, offering youth development programs, housing assistance as a HUD-certified counselor, and advocacy for those in need; and

WHEREAS, she championed the Black community by joining with other local activists to organize Newburgh's first school boycott on January 15, 1969, which became an annual day of cultural education, worship, and community reflection giving rise to the Rev. Dr. Martin Luther King Jr. Memorial Committee, and she also helped establish Black History Week

DRAFT

observances in Newburgh, leading to the formation of the Black History Committee and the organization of annual Black History Month celebrations; and

WHEREAS, she also was instrumental in founding or strengthening many other organizations, including the Hudson Valley Freedom Theater, the Black Commonwealth of Newburgh, the Annual Black Festival and Parade, the Orange County Rev. Dr. Martin Luther King Jr. Commission, and the Beloved Community March; and

WHEREAS, her commitment to serving those in need was tireless, serving as one of the pillar board members of Project Life, a transitional housing organization for women and their families, and championing youth by advocating for students facing challenges by the Newburgh Enlarged School District and establishing R.A.C.E. Summer Camp (Religious Awareness and Cultural Exploration), which served young people in the City of Newburgh for over 15 years; and

WHEREAS, it is appropriate that the life and work of Sadie A. Tallie be permanently memorialized by the City of Newburgh to serve as a reminder of her commitment to the City of Newburgh, her work and leadership, devotion to God, dedication to family, and her unwavering commitment to community service;

NOW, THEREFORE, BE IT RESOLVED, in recognition of the numerous and vast contributions of Sadie A. Tallie, that the southwest corner of South Street and Chambers be dedicated in her honor and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by the Tallie family; and that a copy of this resolution be forwarded to the Tallie family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

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