

A regular meeting of the City Council of the City of Newburgh was held on Monday, May 22, 2023 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, Presiding, Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, - 6

Absent: Councilmember Sofokles - 1

COMMUNICATIONS

Approval of the minutes from the City Council meeting of May 8, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 8 de mayo de 2023

Councilmember Grice moved and Councilmember Sklarz seconded.

Ayes: Grice, Martinez, Monteverde Shakur, Sklarz, Harvey - 6

CARRIED

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada



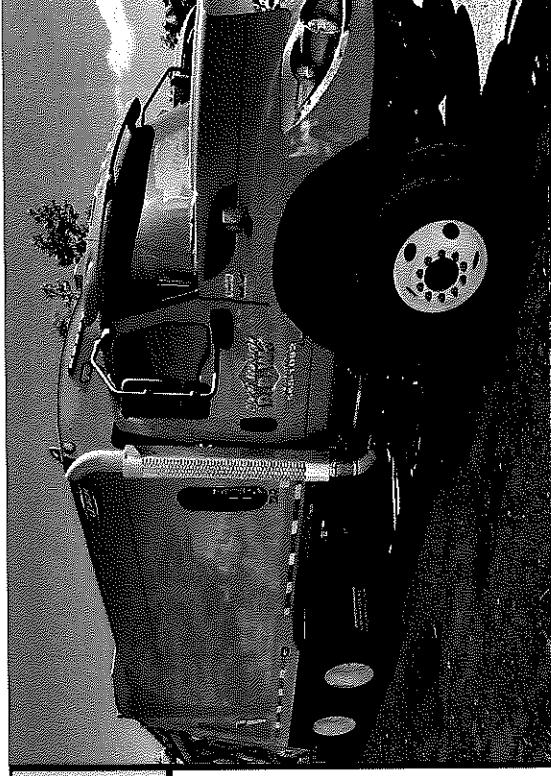
City Manager's Update

Newburgh City Council Meeting

Monday, May 22, 2023

SANITATION TOTALS FOR THE MONTH OF APRIL

- 825 tons of solid waste
- 86 tons of recyclable material



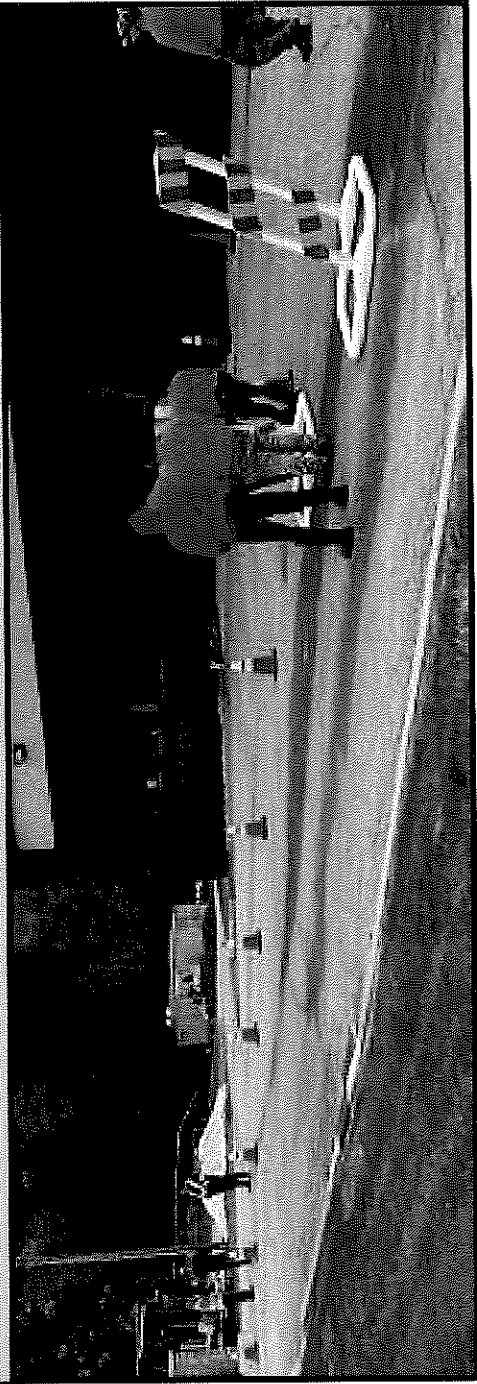
SANITATION ENFORCEMENT TOTALS FOR APRIL

- 147 Warning letters issued
- 22 Violation letters mailed





UNIFORM TRAFFIC & OSHA CLASSES



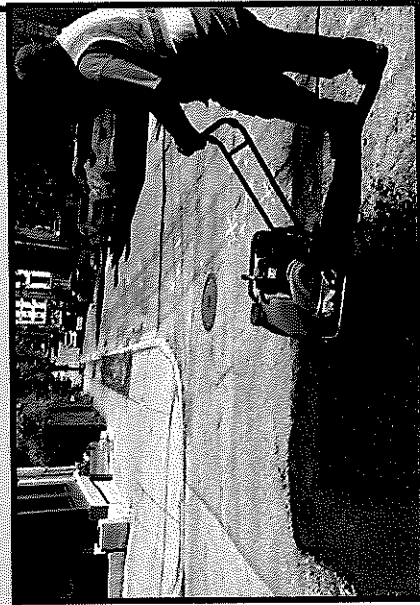
7 HAZARDOUS TEES REMOVED



10 TREE STUMPS REMOVED



85 TONS OF ASPHALT USED FOR
POTHOLES

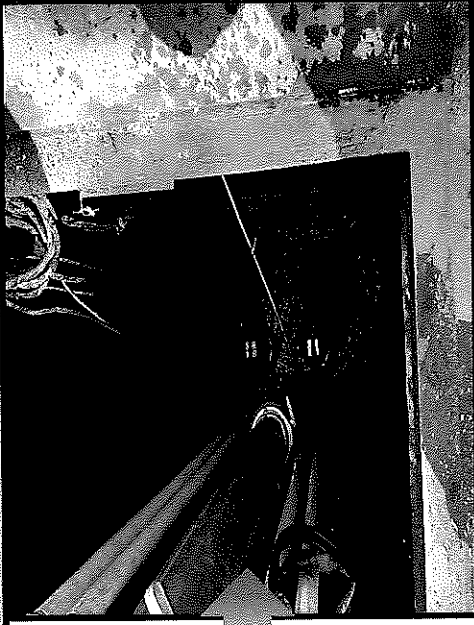
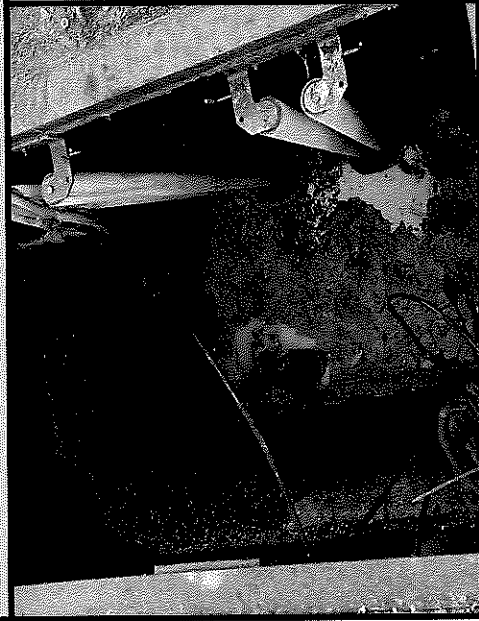




BOARD UP AND CLEANUP OF
CITY OWNED PROPERTIES



CLEAN AND MAINTAIN SEWER PUMP STATIONS



PLANTING AND WATERING OF NINE NEW TREES ON BROADWAY



FIRE AT 210 NORTH MILLER STREET



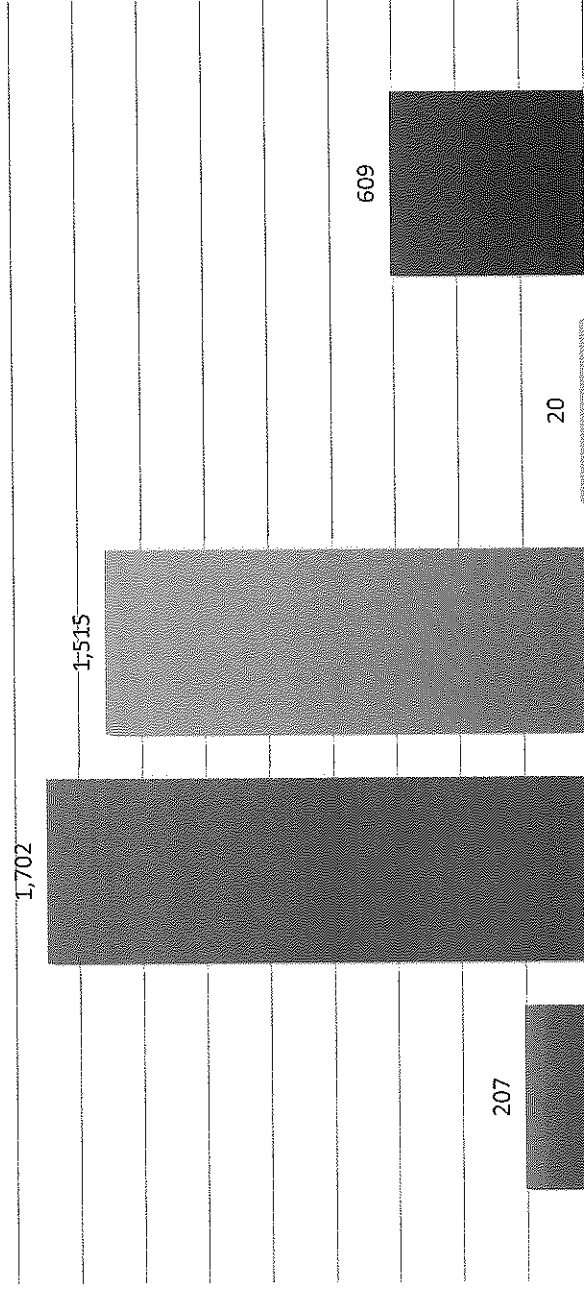
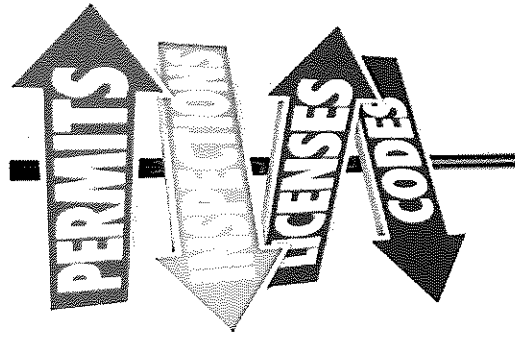
Photos by Robert McCormick



Aftermath of fire damage

CODE COMPLIANCE UPDATE

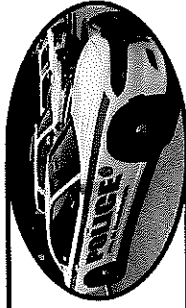
APRIL 1 - MAY 22



- Construction Permits Issued
- Sent to Court
- Inspections Completed
- Complaints Closed
- Notice of Violation Written (NOV)

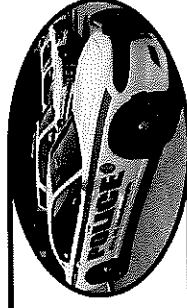
City of Newburgh Police Department

Highlight



City of Newburgh Police Department

Police Monthly Operations Report



Date: April 14, 2023

Table 1.

CALL TYPE	PLATOON ONE	PLATOON TWO	PLATOON THREE	TOTAL
ALARM - AUDIBLE/SILENT	149	172	150	471
DOMESTIC DISPUTE	97	138	145	380
DISORDERLY ADULT	59	149	142	350
MVA - PROPERTY DAMAGE	33	149	119	301
THEFT / LARCENY	30	178	86	294
WELFARE CHECK	62	91	117	270
DISTURBANCE	54	64	111	229
NOISE COMPLAINT	93	12	101	206
GENERAL INCIDENT	12	88	65	165
SICK / INJURED PERSON	41	64	42	147

Table 2.

Jan 1 - April 30	Part One Crime			% Change
	2022	2023	Raw Change	
Murder	0	2	2	UNC
Rape	7	8	1	14%
Robbery	20	18	-2	-10%
Agg. Assault	56	54	-2	-4%
Res. Burglary	20	20	0	0%
Comm. Burglary	19	23	4	21%
Larceny - Theft	171	177	6	4%
Auto Theft	31	15	-16	-52%
Total	324	317	-7	-2%
Violent Crime	83	82	-1	-1%
Property Crime	241	235	-6	-2%

Table 3.

Arrests	
Number of Arrests	144
Gender	
	Female 38
	Male 106
Cause of Arrest	
Arrest Warrant	47
Bench Warrant	23
Complaint	24
Crime in Progress	45
Order of Protection	5

2,918 call for service entries in April 2023



CITY OF NEWBURGH WATER DEPARTMENT UPDATE

Annual Water Quality Report

ANNUAL WATER QUALITY REPORT

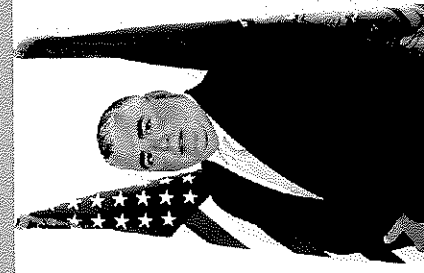
Reporting Year 2022

Presented by



Cet rapport contient des informations importantes concernant votre eau potable. Veuillez consulter, ou parler avec, quel qu'un qui peut le vous le transmettre.
Este informe contiene información muy importante sobre su agua potable. Indíquelo o hable con alguien que lo entienda bien.

TWS ID# 350549



Message from the Water Superintendent for the Calendar year 2022

Dear Customers:

On behalf of my colleagues and myself at the City of Newburgh Water Department, I am proud to announce that the City of Newburgh continues to deliver millions of gallons of some of the best tap water in the world to more than 38,000 customers each and every day. Here in the City of Newburgh we are fortunate to have a water supply that is well protected and operated by dedicated engineers and highly skilled licensed professionals who have earned admiration among their colleagues throughout the State of New York. The City of Newburgh continuously monitors the water in the distribution system, reservoirs, feeder streams that are potential sources for our drinking water supply. We have made substantial investments to upgrade and rehabilitate our water supply infrastructure and protect the quality of our drinking water, with multi-million-dollar projects currently under design such as full SCADA implementation and Sand Filter Revitalization, complete AMI meter technology, Brown's Pond Spill Way reconstruction and installation of a Brown's Pond Pump House emergency Generator. These large infrastructure advancements by our team illustrate the commitment of our city staff to ensure our drinking water continues to be the highest quality in 2022. City of Newburgh Filtration division staff collected thousands of samples throughout our watershed and reservoir system, and from nearly a 100 street-side sampling stations in every neighborhood across the City, analyzing those samples at our internal laboratory as well as a private laboratory here in the City of Newburgh. We are proud to send the 2022 Water Quality Report and truly look forward to continuing to produce and deliver some of the best drinking water in the world to our customers.

Thank you,

Wayne R. Vradenburgh

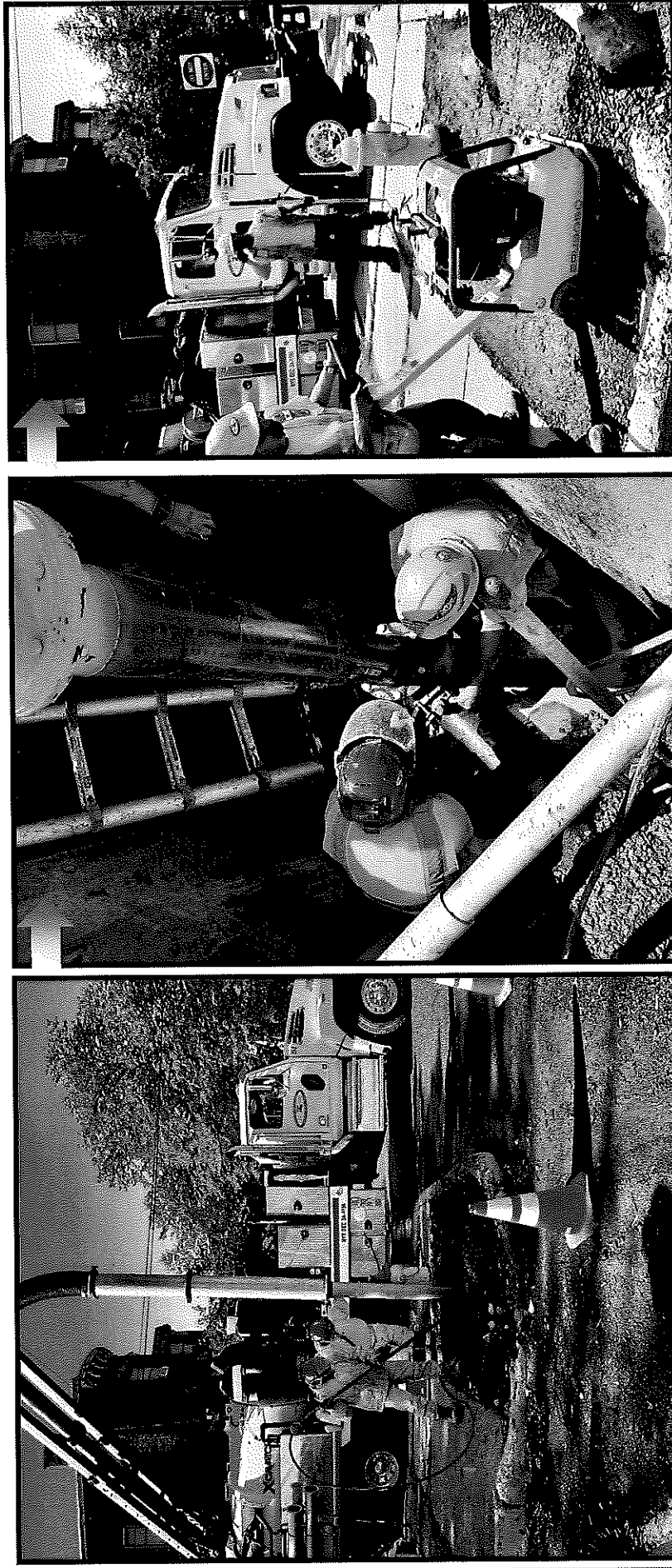
QUESTIONS OR COMMENTS?

CALL 845-569-7447



CITY OF NEWBURGH WATER DEPARTMENT UPDATE

Distribution Division

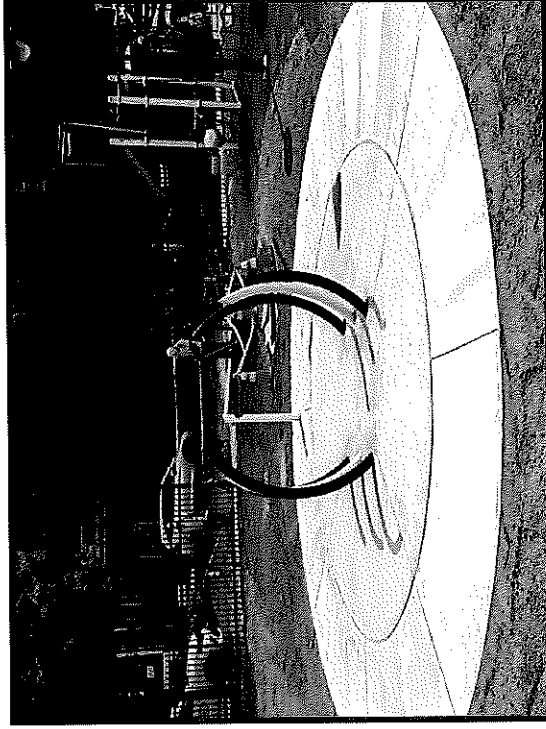
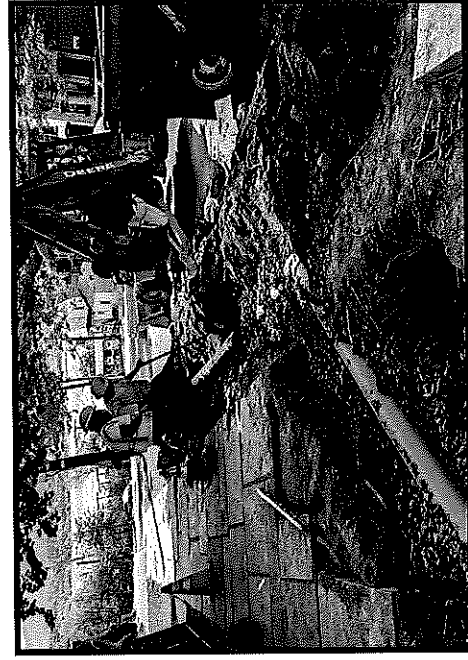
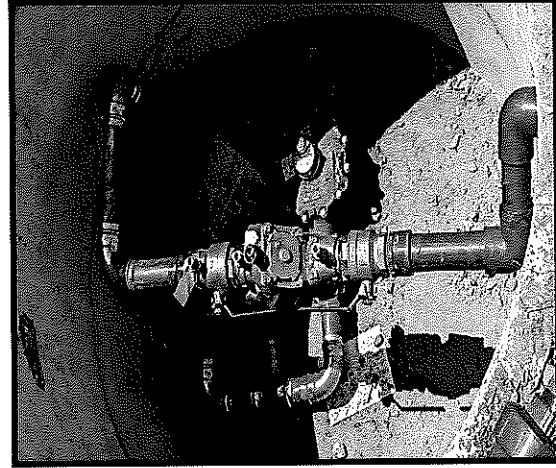
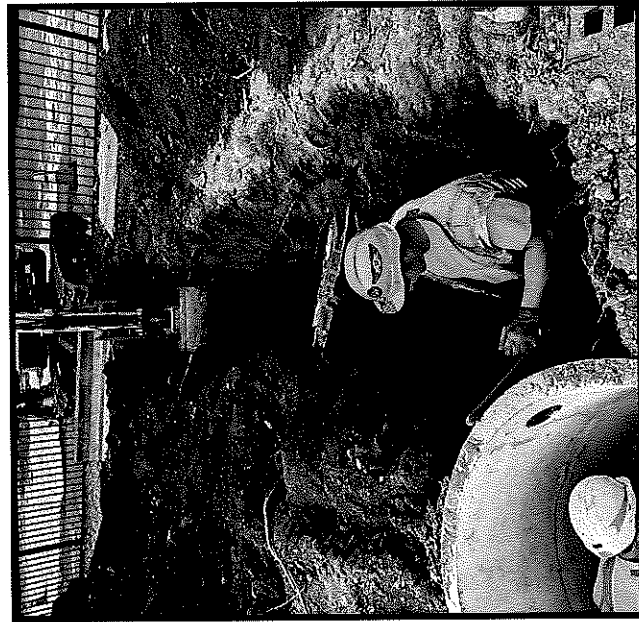


New fire hydrants have finally arrived



CITY OF NEWBURGH WATER DEPARTMENT UPDATE

Tyrone Crabb Memorial Park Splash Pad Installation



CITY OF NEWBURGH RECREATION DEPARTMENT UPDATE

Revitalization of Delano-Hitch Park



New entrance sign at
Delano-Hitch Park



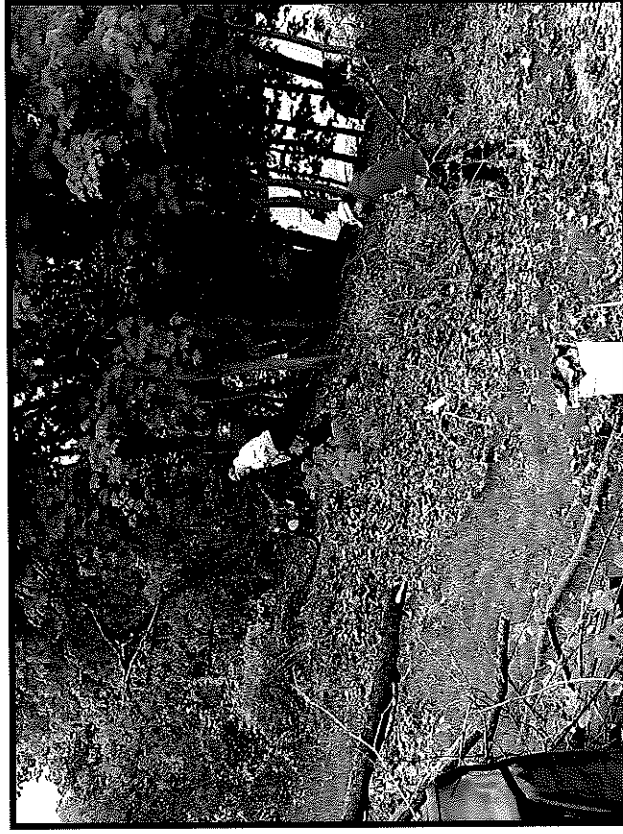
New picnic area added



Delano-Hitch garden area laid out

CITY OF NEWBURGH RECREATION DEPARTMENT UPDATE

Revitalization of Delano-Hitch Park



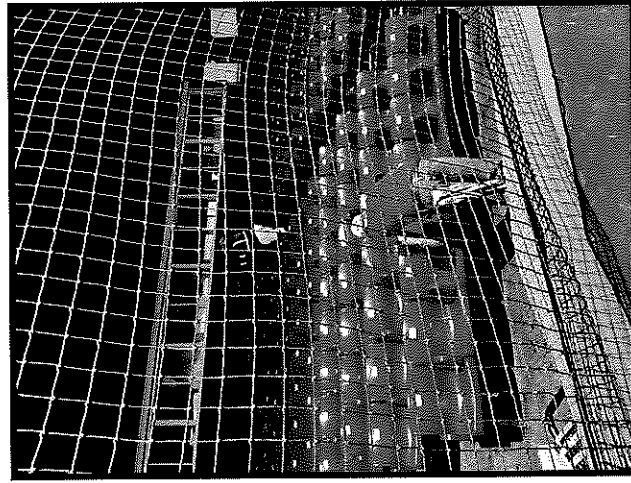
Overgrowth was cleared from the park



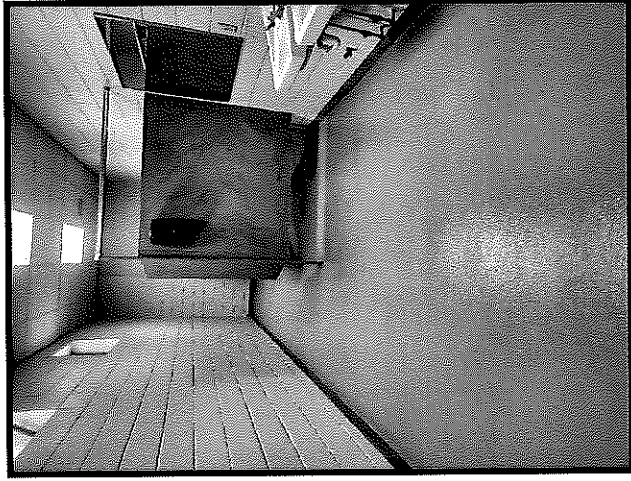
Old fences were removed

CITY OF NEWBURGH RECREATION DEPARTMENT UPDATE

Revitalization of Delano-Hitch Park



**Delano-Hitch Stadium
Cleaned and opened**



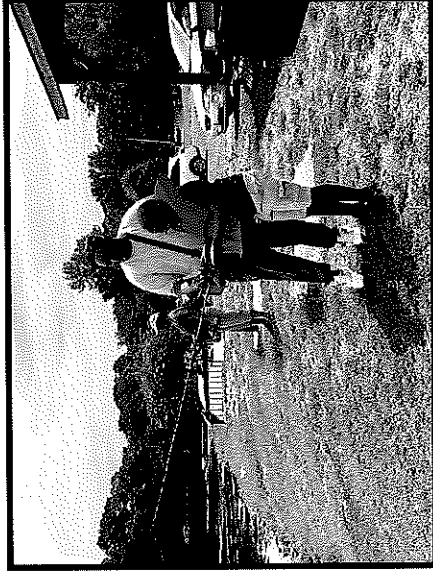
**Delano-Hitch Stadium
Bathrooms Repainted**



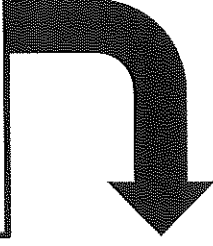
**All dates for stadium use are sold out until
September!!**

FRANK MASTERSON'S PARK OPEN

7:00 AM to 6:00 PM
Monday – Sunday



CATCH AND
RELEASE FISHING
FROM SHORE ONLY!



Summer Fun Starts Here!

Register now for Newburgh Recreation Summer Camp
Outdoor Fun, Entertainment, Special Events, and Trips

Register in person at the Recreation Office



For more information contact 845-565-3230 or
cityofnewburgh.reeddesk.com/community/home

Now Hiring!! Summer Day Camp Staff



Starting at

\$15.00 per hour

How to Apply:

In person at the Recreation Office

At City Hall

online at www.cityofnewburgh-ny.gov

39 Edward Street
Newburgh, NY 12550



Join in Newburgh's Renaissance!

Three-family brick home in need of full renovation!

CURRENT TAXES: \$5,645 TOTAL SQ.FT.: 3,144 YEAR: 1890



PLANNING AND DEVELOPMENT CITY-OWNED PROPERTY FOR SALE!

- Minimum asking price is \$169,900
- Full renovation is required
- At this time, the property is only being offered for sale to qualified City of Newburgh residents who will be owner-occupants

Call for more information:

845-546-8387



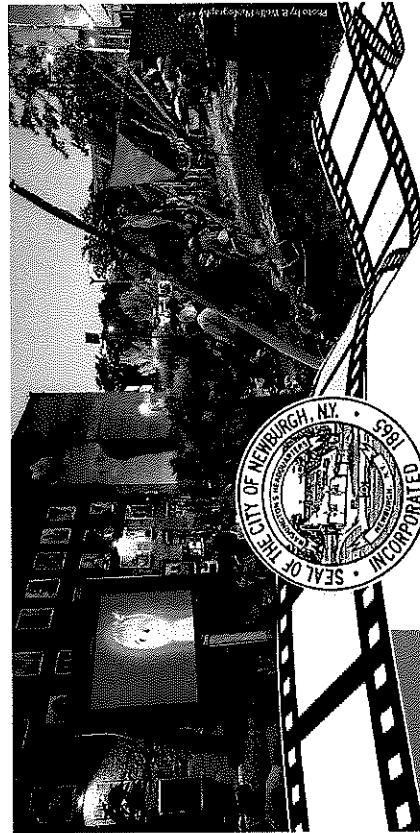
LOVE YOUR BLOCK

Mini-Grants



THOSE INTERESTED IN APPLYING
FOR THE MINI-GRANTS MUST
CONTACT NICK EDWARD
AT 845-569-7385

- Grants are available on a first-come, first-serve basis
- Use the mini-grants to pay for a dumpster, carting fees, cleaning supplies, as well as food and entertainment to facilitate a socially-distant block party



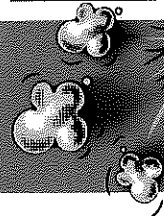
The City of Newburgh and Safe Harbors of the Hudson present:

Free Summer Movies on Safe Harbors Green

Safe Harbors Green (corner of Broadway and Liberty Street),
Rain location: Safe Harbors Lobby at the Ritz (107 Broadway, Newburgh)

Attendees are welcome to bring a blanket.

Thursdays
at sundown
8:30 p.m.
Pre-Movie Events
Begin 7:30 p.m.



June 29 July 6 July 13 July 20 July 27 Aug. 3

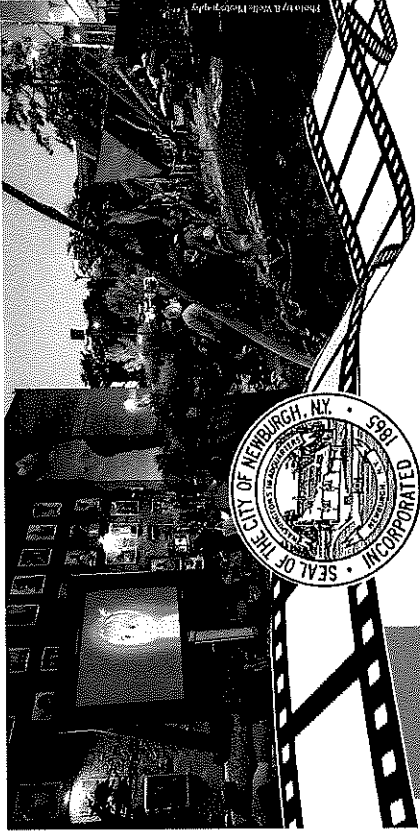
June 29: Puss in Boots - The Last Wish
July 6: Black Panther - Wakanda Forever
July 13: Minions - The Rise of Gru
July 20: Sing 2
July 27: Turning Red
August 3: Selena

<https://www.cityofnewburgh-ny.gov>

Transforming lives and building community through housing and the arts.

**SAFE
HARBORS
OF THE HUDSON**
HOUSING • ARTS • COMMUNITY

Safe Harbors Green • Broadway/Liberty Street • www.safe-harbors.org



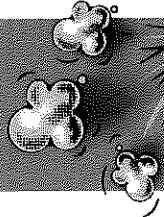
The City of Newburgh and Safe Harbors of the Hudson present:

Películas de verano gratis en Safe Harbors Green

Safe Harbors Green (esquina de Broadway y Liberty Street),
Ubicación en caso de lluvia: Vestíbulo Safe Harbors en el Ritz (107 Broadway, Newburgh)

Los asistentes pueden traer una manta.

jueves
al atardecer
8:30 p.m.
Eventos previos
a la película
Comienzo
7:30 p.m.



June 29 July 6 July 13 July 20 July 27 Aug. 3

29 de junio: Puss in Boots - The Last Wish
6 de julio: Black Panther - Wakanda Forever
13 de julio: Minions - The Rise of Gru
20 de julio: Sing 2
27 de julio: Turning Red
3 de agosto: Selena

<https://www.cityofnewburgh-ny.gov>

Transforming lives and building community through housing and the arts.

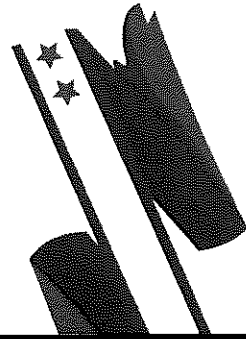
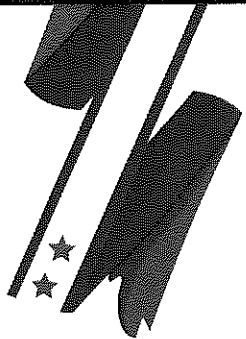
**SAFE
HARBORS
OF THE HUDSON**
HOUSING • ARTS • COMMUNITY

Safe Harbors Green • Broadway/Liberty Street • www.safe-harbors.org



May 29, 2023

MEMORIAL DAY PARADE

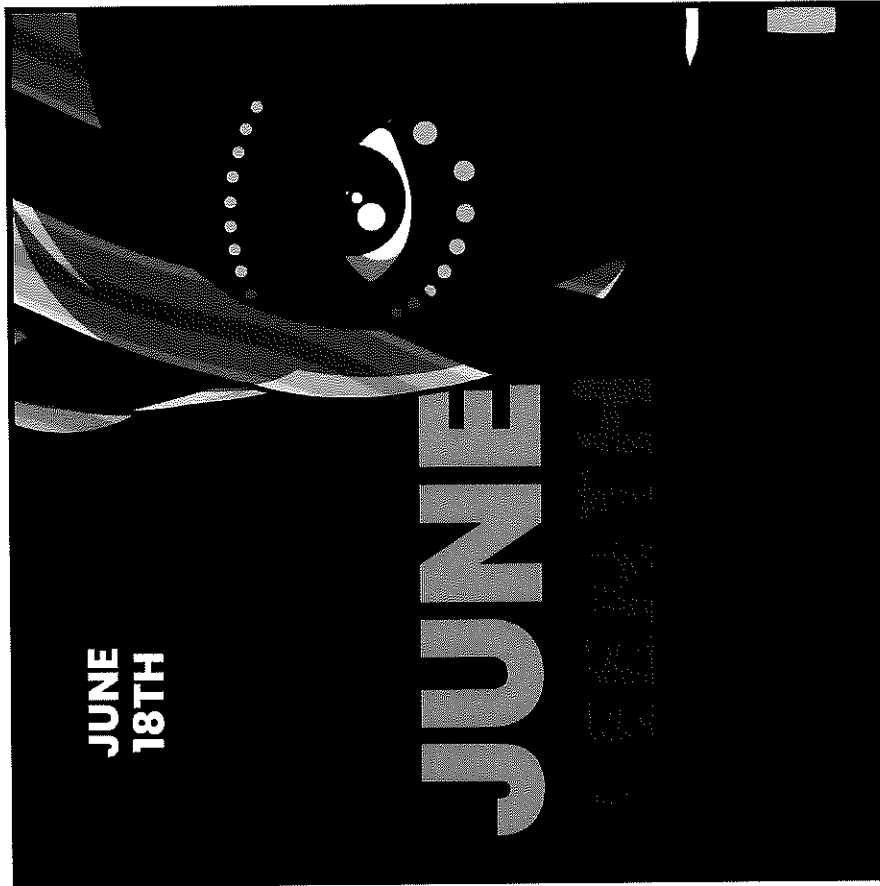


PARADE ROUTE

- LINE UP IS AT 9:15 AM
- PARADE KICKS-OFF AT 10:00 AM
FROM WEST STREET &
BROADWAY
- PARADE WILL PROCEED DOWN
BROADWAY TO LIBERTY STREET
AND THEN HEAD TOWARDS
WASHINGTON'S HEADQUARTERS

FLAGS WILL BE DISTRIBUTED AT
THE ACTIVITY CENTER ON MAY 27
FROM 10:00 AM - 2:00 PM

CITY SPONSORED EVENT



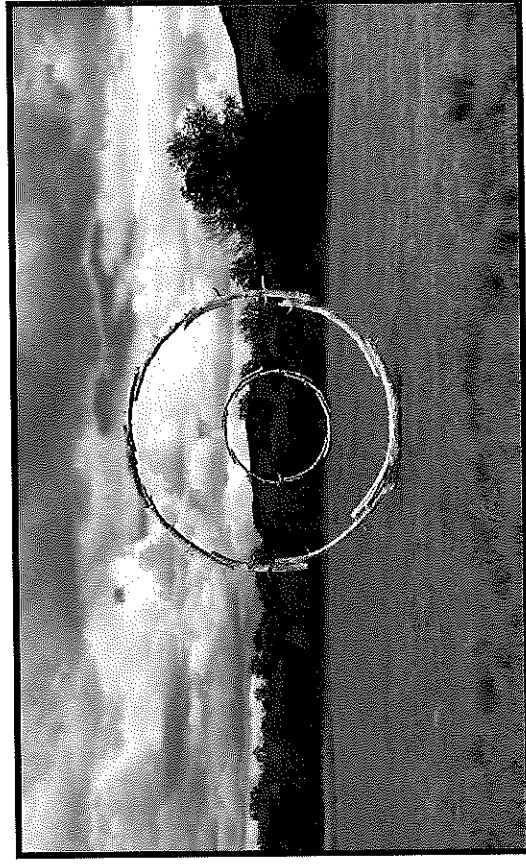
VENDORS

VOLUNTEER

EMAIL CREAMPUFFSLLC@GMAIL.COM

- Deadline for vendors(\$100) June 10th
- volunteers will be fed and have own break area!!
- volunteers are being asked to look after the kids & that we police our surroundings
- Food Vendors please email first for details.

STORM KING ART CENTER



- Free admission on the first Friday in June, July, and August
- Tickets for the First Fridays are available one week prior to the date
- A free wheelchair-accessible shuttle will run hourly from the Newburgh Public Library for those interested in visiting

Official BOE Election Results

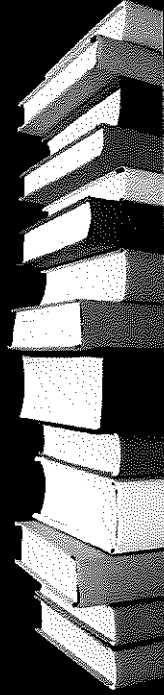
Candidates

The top three highest vote totals are elected to a three-year term; the fourth highest vote total is elected to a one-year term.

Letitia McDaniel Politti	1041
Deb Bouley	890
Ramiro Burgarelli	792
Mark Levinstein	661
Carole Mineo	525
Ray Harvey	468
William Walker	453
Dennis Grant	442
Shadé Burks	330

SCHOOL BOARD ELECTIONS

Every Vote Counts!



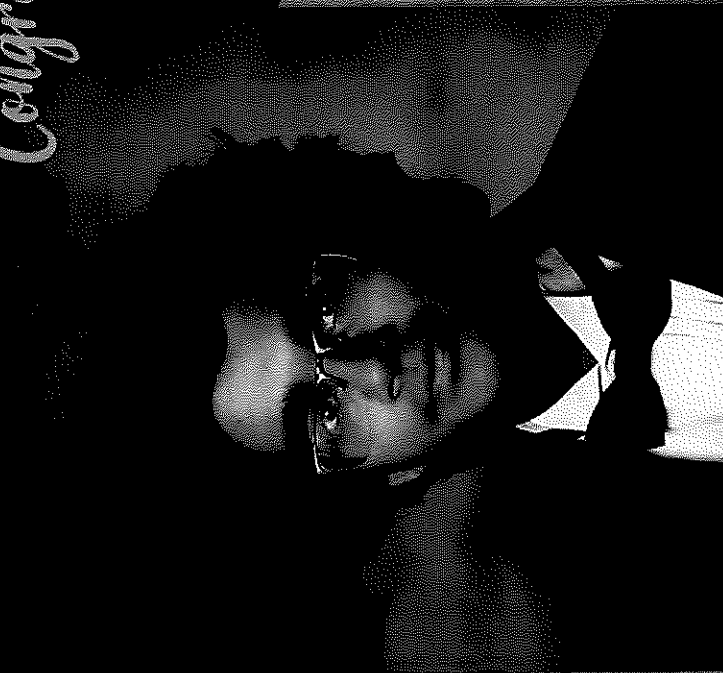
NEWBURGH FREE ACADEMY

CLASS OF 2023

Congratulations



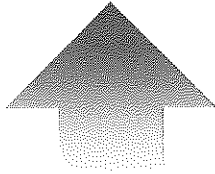
Jillian Brand
Salutatorian



Aarav Shah
Valedictorian

June 27

PRIMARY ELECTION



POLLS ARE OPEN FROM:
6:00 AM to 9:00 PM

POLLING LOCATIONS:

1W - Dist 1, 2, 3 & 4	Newburgh Heritage Center 123 Grand St, Newburgh
2W - Dist 1 & 2	
3W - Dist 1 & 2	Kol Israel
4W - Dist 2 & 4	290 North St, Newburgh
3W - Dist 3 & 4	City of Newburgh Activity Center
4W - Dist 1, 3, & 5	401 Washington St, Newburgh

**ANYONE WHO HAS QUESTIONS REGARDING THEIR
VOTER REGISTRATION STATUS OR OTHER RELATED
INQUIRIES CAN CALL THE COUNTY BOARD OF
ELECTIONS AT:
845-360-6500**

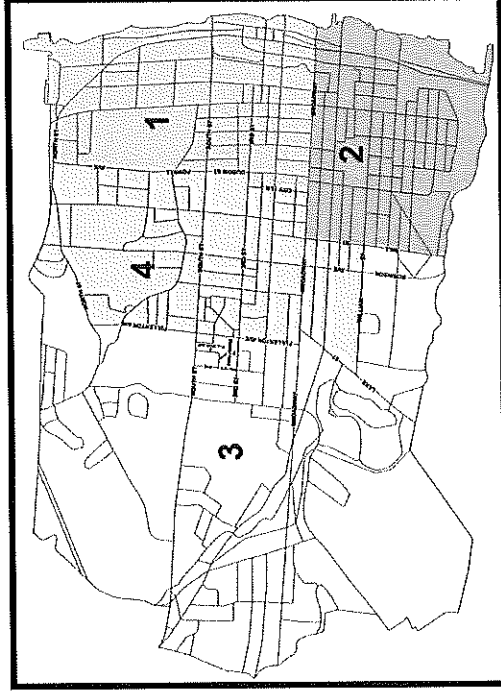
Early Voting	
Dates	Times
June 17	10:00 AM – 6:00 PM
June 18	9:00 AM – 5:00 PM
June 19	7:00 AM – 3:00 PM
June 20	12:00 PM - 8:00 PM
June 21	12:00 PM - 8:00 PM
June 22	9:00 AM – 5:00 PM
June 23	7:00 AM – 3:00 PM
June 24	9:00 AM – 5:00 PM
June 25	9:00 AM – 5:00 PM
Early Voting Site: Activity Center 401 Washington Street	

OFFICE	TERM
Mayor	Four (4) years
Council Member at Large	Four (4) years
Council Member at Large	Four (4) years

DISTRICTING COMMISSION NOTICE



**CITIZENS ADVISORY COMMITTEE
SEEKS
MEMBERS FOR
DISTRICTING COMMISSION**



- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL:
BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION:
CITY HALL – 83 BROADWAY
- MUST BE A CITY RESIDENT ELIGIBLE TO
VOTE AND NOT AN ELECTED GOVERNMENT
OR POLITICAL PARTY OFFICIAL



CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov

PRESENTATIONS

Public Hearing for Draft MS4 Annual Report

Mayor Harvey called for a public hearing to receive public comment on the City's Draft MS4 Annual Report.

Michelle Kelson, Corporation Counsel noted that if we have no comments this evening we can continue the public hearing at the June meeting.

There being no further comments this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Carla Johnson, Lander Street said she has some concerns about the Police Department. The phone calls have tripled since the last report and there are only two Dispatchers down there so a lot of calls are being hung up on or not answered. It's very important that we have enough people taking the calls that are coming in to 911. She had someone tell her that they called 911 and the Police never came and she called 911 herself and the Police never came so this has to be looked into.

Mayor Harvey noted that there is a vote tonight on changing the Budget and adding more Dispatchers to the department.

Ms. Johnson noted that we have nine new Officers so maybe one or two of them could help with dispatch and then we could look into hiring more Officers.

Jewel Martin wished to speak about the asylum seekers. She remembers when residents were asking for Newburgh to be a Sanctuary City and asylum seekers were able to go to the Town of Newburgh because they were permitted locally to go there. We are so concerned about other people coming to our City, but we don't take care of our own. She has to go to a Shelter, but they are in a Motel. She is also concerned for the Police Department because you don't know if those who are seeking asylum are smuggling drugs because we have a drug problem here in Newburgh. She is just saying that we don't need to be naïve and think that they are not smuggling drugs. Our Police and Fire Departments were severely cut as well as the other departments so she would like to see that all departments are functioning properly. They aren't asking for much just the necessities.

Rob McLymore, City of Newburgh said he wanted to speak about all of the good things happening in our City. There was a Stop the Violence discussion which was great because when you attend things like this there is a purpose and he got to meet a lot of great people so it was an awesome thing to have. On Sunday, Kevin O'Connor from RUPCO spoke to his congregation about home ownership which was something positive that came out of the

Stop the Violence discussion. Also, he had a chance to patronize Perfect Sweets which is also positive in our community so we have a lot of great things happening here with a lot of opportunities. He is always hearing negative things but he wants us to shine bright.

Andre, Liberty Street asked about the resolution for a thirty-day comment period for CDBG funding and how to submit them. He has been doing work with For the Many as a welcoming committee for the asylum seekers and noted that to get asylum seeker status they have already gone through background checks. There are no dangerous people coming here. They are just trying to escape a bad situation in their former Country to create a better life for themselves. No one is coming here illegally.

Stephanie Roper, 14 Foxhill Road, Wallkill, CSEA Treasurer and City of Newburgh Police Dispatcher said that residents deserve to have properly trained and qualified employees. There are currently only three Dispatchers left and we lost a twenty-three-year veteran who left his career, seniority and health benefits behind because he said twenty years somewhere else is better than seven more here and he gained higher pay, more holidays and more vacation time. We also no longer have a Spanish speaking Dispatcher and she is getting burned out and is stressed out because they want to be able to help the community and take the calls. Hiring four more Dispatchers to equal nine is very beneficial but they only want to put two per shift like we are doing now and we need three every day for every shift, which is how we keep everyone safe. We have been running with two per shift for twenty straight months so she is exhausted and everyone is tired and they have been working overtime. They are a lifeline and phones are going unanswered. We have long wait times and we are way off from being fully functional and she is also trying to learn Spanish so she can help the Spanish speaking callers. She asked where the calculations came from that were presented at the Work Session and why are they vastly different than the numbers that we've worked out. She asked the Council to table this vote and make sure the financial numbers are right because City residents deserve to have the correct information before they make this financial decision. This expensive decision should benefit the residents and the employees and we need three per shift.

Maria Panico, Chester, said she has been a City of Newburgh Dispatcher for twenty years and they are very dedicated. We want more CSEA members and she is very happy with the Chief and Commissioner because they are doing a great job trying to bring them back to full strength. She just needs a little clarification on the numbers that were given, and we need three people in that room every shift seven days a week because if she can't get to the phone call, she can't send someone. We want the four positions, but we want the right manpower which she believes was the original goal.

Yvonne Young, 137 Third Street said she is here complaining about Fidelity and their workers. She went to Court and that same day they came with Sheriff's and Police and didn't give them time to get their things. They were told to grab what they could carry; the door was locked, and they weren't allowed back in to get their things. Her ex-husband still resides at the residence on the second floor, and they have been removing their things illegally.

Mayor Harvey asked if the Judge gave her thirty days.

Ms. Young said yes but they came the same day that she went to Court.

Mayor Harvey said they can't do that, that's illegal. You are telling the City Council on record that Fidelity came with the Sheriff and Police the same day that the Court hearing happened?

Ms. Young responded with a yes and continued that her ex-husband still resides there on the second floor and they have been taking all of his things out of the garage illegally and scrapping the metal. They wouldn't even allow us to get a truck to get our stuff out and they took a brand new bed out of the apartment and took it to their place because she followed them so something needs to be done.

Mayor Harvey asked Ms. Young to leave her name and contact number because she may need legal representation.

Ernest Young, 137 Third Street, Second Floor said his ex-wife is correct and he has video proof that the people from Fidelity carry weapons such as a machete which you can see as he videotaped this person removing items from the garage. He is going to Court because they are trying to evict him and he got paperwork saying he is supposed to go back to Court in June then he received something else that says they want him out in July so they don't know what they are doing.

Michelle Basch, City of Newburgh resident and business owner reminded everyone they will be having a lot of different events on June 3rd and although it is not Illuminated it will still be a lot of fun. They will be closing Liberty Street from Broadway to Washington Street and they will get back to Council on Thursday with everything being planned. Also Spirits Lab is having some things going on, the Latino Restaurants on Mill Street are having an event, the Mercantile is having food trucks and music as well as the Brewery so it's going to be a lot of fun. They are putting a map together of all the different things that are going to be happening on June 3rd locally in the City.

Jacquelyn Young, 137 Third Street thinks the people who took the money from them who are saying they didn't get paid are like dogs.

Anthony Adamo, Southern Region President for CSEA said he was encouraged when he heard of the proposal for the four Police Dispatchers because they have been needed for a very long time and it's a step in the right direction. They have amazing Dispatchers here with a lot of experience but they have been stretched too thin and they need additional staffing. Speaking on behalf of CSEA, he asked that they take feedback from the Dispatchers about their needs on the job because when making a decision that impacts workers, it just makes sense to talk to them. One thing he thinks that would be beneficial is increasing the staff back to the three Dispatchers because when we had three years ago, it worked and only makes sense. CSEA supports all of the City workers and he wants jobs for everyone but this has to be top priority right now. It comes down to the safety of the residents and the workers because the most vulnerable citizens who are going to need the services are not going to be able to get through when they need them the most.

Mayor Harvey asked Michelle Kelson if we table the vote on the requested changes to increase the personnel numbers for the Dispatchers, how does that delay what the Commissioner and Police Chief have recommended in terms of getting them the needed

personnel as soon as possible?

Corporation Counsel, Michelle Kelson said the City Council adopted a Personnel Book which sets out all of the positions that the City is going to fund for the year. What you have tonight in front of you is an amendment to that Personnel Book to add four additional full-time positions to be funded by the City's General Fund. That is the only decision the Council can make. How those positions are distributed during the shifts or across the work week is not a Council decision. All the Council can do is control the number of full and part-time, seasonal and temporary positions that the Budget is going to fund in a given year. Without making that decision, the City Manager and the department heads cannot post, advertise, recruit, select or hire any additional staff. If the vote is tabled for two weeks, a month or six months, it will delay any hiring for that amount of time.

Mayor Harvey added that it will be more of a burden on those Dispatchers that are working.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilmember Grice asked for clarification because there was a question about the financial numbers.

Mike Nepple, Acting City Manager said that the number that really matters here is three hundred thirty-six hours per week which is the number of hours per week that need to be staffed in dispatch. Three hundred thirty-six hours a week of total staffing in dispatch is the target we are trying to reach so we are looking to add these four positions to a strength of five which would bring our strength to nine and insure that over that three hundred and thirty-six-hour period each member would be scheduled to work a full-time shift. Also, the City did receive comments from employees about needs in dispatch during recent contract negotiations so if this was an issue, it should have come up then. He thinks the Commissioner and Chief can speak more to the numbers but we are trying to get back to a place where we can get Police Officers out of dispatch and back onto the streets and hiring these four Dispatchers will go a long way towards doing that. This has the potential to save the City money and augment the authorized strength that is already in place as well as get Officers back out on the street where they belong.

Police Chief, Anthony Geraci added that the numbers came from scheduling software. When he and the Commissioner came here two years ago, they did a forty-five day needs assessment and identified many issues, one of which was dispatch. If you do the math, we need three hundred and thirty-six hours of staffing and when you divide that by five, that is the number of approved positions within our personnel budget. The Dispatchers work forty hours per week with the ability to work overtime with procedures. When they choose not to work overtime, the burden falls on the sworn members of the department so if we are fully staffed with five Dispatchers, there still remains over seven thousand hours that have to be filled for the entire year. That's seven thousand hours that Police Officers are not on the streets because they are dispatching. One of the numbers provided last week was for

the overtime incurred in the month of April, 2023 for manpower-dispatch shortage which was \$45,000.00. It is an unusually high number because we have two vacancies but even when fully staffed that number is anywhere from \$25,000.00 to \$30,000.00. We have changed scheduling systems and overtime procedures and policies but the number that has remained consistent is that three hundred and thirty-six hours so we need nine Dispatchers to fill that amount of hours in a seven day basis. This does not take into account comp time, vacation time, sick time and the three Dispatchers that remain literally have several thousands of hours combined so that three hundred and thirty six is just the starting point if everyone shows up to work.

Mayor Harvey said the Chief is saying that he only has three total Dispatchers in our Police Department right now so adding or amending the Budget to give them an opportunity to hire four additional Dispatchers will put them at seven but the magic number is nine.

Chief Geraci said that right now in our personnel budget we have five approved positions and we are seeking an additional four.

Councilmember Grice appreciates the people staying for answers. In regard to the MS4, it seems like people come out for the things they think are important and this has been extended so please come back out for that public hearing. When it comes to the CSEA, he is in tune to most of their needs and it seems like some of this should have come up during contract negotiations and the Budget season when there is a direct correlation between staff and taxes. He guarantees that every single department is going to ask for more staff so it's a tricky balance and sometimes this City Council is blamed for the short staff. We talk about when a former City Manager went up in our taxes a huge percent but what we don't talk about is that he also inherited a deficit of about fourteen million with our Courthouse and some other things. We also don't talk about the pool which was kicked down the road so we inherited those issues but it needs to be fixed. He is prepared to vote yes on this.

Councilmember Martinez said in regard to the CSEA Dispatcher situation that she understands the short staff that several departments are experiencing and supports them getting the staff that they need because public safety is our number one concern. If adding more Dispatchers is what our Chief and Commissioner are recommending, then she respects that and over time we can add more manpower needed during the Budget season so we can come up with a solution for that. On the housing issue, she is not a fan of Fidelity and she believes that the evictions taking place are violent so she is continuing to work on our State Legislators to support us and to keep people in their homes. She thanked everyone who came to support the asylum seekers in the Town of Newburgh. She called out Senator Rob Rolison and Assemblyman Brian Maher and asked them to give a public apology for the false statements and introducing anti-immigrant legislation at the State level. Shame on anyone who has been feeding into the negative anti-immigrant rhetoric because it is disgusting to categorize people who came here through the legal route. No human being is illegal. They are not drug dealers and they are not here to destroy our community so it's disheartening to hear all of that hate. We can help everyone in our community, we don't have to pick and choose sides.

Councilmember Monteverde agrees with Councilmember Martinez. The comments made tonight were not good and unless you have the facts then you should keep it to yourself.

The lies that were spread have been all over the News and she doesn't understand why. When the Ukraine asylum seekers came, did people make up lies and spread untrue facts? Let's be fair, civil and welcoming because we are a Welcoming and Fair City. This hate is intense, and it has to stop. Regarding the Dispatcher request, she understands Police has gone over budget to cover that and some of them came out during Budget season to voice their concerns and work conditions. She thinks it makes common sense to have it in the Budget to increase Dispatchers and hire more staff to put the Police out on the streets where we truly need them. She added that the fifteen hundred violations that went out in the Codes Department are fantastic and good to see and hopefully they are keeping up with the rental registry as well.

Councilmember Shakur said he was at the situation that occurred on Third Street and was told that Fidelity was taking their stuff, but he believes the only person that can do that is a Judge or City Marshall. This is the third or fourth time that he has come across that company removing people from their apartments and why does he have a machete in his hand? Is he trying to intimidate someone? We need to make sure this is taken care of. The conversation the Pastor spoke about started as a Press Conference that turned into a community conversation and about forty people showed up so we are going to do it again next week to talk about stopping the violence in our community. Regarding the Dispatchers, we have two and we want to hire more so what's going on? He thought that maybe we could wait for our City Manager to get back to look into it if we can't get it settled tonight. If it's an emergency and we need to hire them then let's get it done.

Councilmember Sklarz wanted to highlight some things mentioned in the City Manager's Report as he was fortunate to attend the Police Awards Ceremony last week. This quality of work is being performed by our Officers every single day and we need to find a way to highlight those efforts in real time so the public knows what is going on from day to day. He saw the looks in the eyes of their family members when they were being recognized because when someone is on the Police force their whole family is on that force with them. Tonight we will be voting to increase the funding for Masterson Park which is located just outside the City on Route 207 and he encouraged everyone to take a ride out there because the work that has been done by our Water Department is phenomenal and they should be commended. On the Dispatcher issue, increasing by four positions is a substantial increase to staff and anything we do at this table has to be balanced by the resources that we have available so in his view getting those positions approved and onboard as quickly as possible will go a long way to help the staffing situation in that department. Tabling it will only delay that from happening so we should do something now and then address additional matters during the Budget season.

Mayor Harvey thanked everyone who came out tonight. He is going to support the Commissioner and Chief's recommendation to amend the Budget to add to the Dispatchers. If we only have three and two vacancies and they are expressing that they are overworked and overtired, then we have to expand or increase the staff immediately. He is confused as to why they would want that to be tabled because it doesn't make sense. It's a public safety matter because people are making 911 calls that are going unanswered so why would we table a vote to increase the staff and get those four people hired? As far as how many are on a shift goes through the leadership of the department. He is a union person and we support the unions but when you come to the Council after you have had negotiations and settled a contract it has nothing to do with the City Council. On evictions, to his understanding you have thirty days to vacate unless the Judge says you have to

vacate immediately. If the property owner or manager has taken personal property before that thirty day time period, then you need to seek an Attorney and it becomes a civil matter. Legal Services of the Hudson Valley is a not-for-profit organization where they have Attorneys to represent you for free if you qualify.

There being no further comments, this portion of the meeting was closed.

CITY MANAGER'S REPORT

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

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilman Shakur moved and Councilwoman Monteverde seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Mayor Harvey said he is excited about this because it's turning into an amazing Park and if this resolution carries, one cannot imagine what it will turn into for the people in the City of Newburgh.

Councilmember Shakur wants to make sure it is accessible to everyone downtown.

Mayor Harvey said that Mr. Parker and Mr. Monk have already taken some of the kids there from downtown to show them how to bait a hook and fish.

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Mayor Harvey said someone asked how they could make comments on this.

Alexandra Church, Planning & Development Director said they can speak here at the public hearing, submit comments in writing or call Planning & Development directly at (845) 569-9400.

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Councilmember Monteverde recused herself from the vote.

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Shakur, Sklarz, Harvey - 5

Adopted

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

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

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

Councilman Shakur moved and Councilman Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

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

Councilman Sklarz moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

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

Councilman Grice moved and Councilman Sklarz seconded.
Ayes: Grice, Martinez, Monteverde, Sklarz, Harvey - 5
Adopted

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

Councilman Sklarz moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

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

Councilman Sklarz moved and Councilman Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

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

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 103 - 2023 - Home Rule Request - A7265A-/S6917-A

Councilman Sklarz moved and Councilman Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

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

Councilman Sklarz moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

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

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

NEW BUSINESS

Councilmember Monteverde said they received a letter regarding the Animal Shelter. Is that something we need to discuss because it was a warning letter.

Michelle Kelson, Corporation Counsel said that the Agriculture and Markets Law requires that the City have a facility to keep stray and homeless animals. We don't have a Shelter of our own so we have had a series of contracts with outside providers and at the present time the provider we were currently in contract with has gone out of business. We have been unable to find an alternative, so the City Manager and staff have been working on exploring alternatives for constructing our own shelter. It is a serious issue and something that we need to take seriously so the City will probably have to devote significant resources to bring ourselves into compliance with the regulations.

Councilmember Shakur said that since we have been talking about the legalization of marijuana and what we are doing with marijuana someone suggested that we need to look at urine testing.

Michelle Kelson, Corporation Counsel said that with the legalization of cannabis she has advised staff that we need to take a different approach to whatever drug testing policies we have in place. Currently you need to remember that the Federal Law is making marijuana and cannabis products still criminal so for a certain segment of the City's employees to have a Commercial Driver's License they still have to abide by the Federal regulations but for our other employees we recognize that they may not have to be tested for it because it is legal to do and if we do test it is more about whether the employee is impaired on the job not about what they do on their off hours. We have revisited the City's policies and procedures following up on the change in New York State Law relative to adult use of cannabis and cannabis products.

Mayor Harvey noted that there are also federal regulations for if you are working with children such as at summer camps, recreation or lifeguarding.

Ms. Kelson said that we do pre-employment screenings subject to State and Federal regulations but for everyone other than our CDL drivers as long as you are not impaired on the job then that's as far as we need to go.

There being no further new comments to discuss this portion of the meeting was closed.

OLD BUSINESS

Councilmember Monteverde said there is something that has been on the legislative item

list that she would like to revisit which is the Pace financing. Now that we are moving forward with the climate green initiatives, she would like to rethink this.

Councilmember Shakur said that he would like to find out some information about the sidewalks on South Street. We were trying to get those painted so he is just looking for clarification on whether that can be done or not.

Mayor Harvey said that the sidewalks on South Street he believes are part of the historic district so there are limitations on what can be altered or changed.

Michelle Kelson, Corporation Counsel said she would need a detailed proposal on what they want to do and then we will look at the rules that apply and let you know.

There being no further old business to discuss this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice thanked everyone who stayed. It has been his vision to have our own Shelter here like we used to so he supports that. There are some other organizations out there that are doing some great things with animals so in the meantime he urged everyone to look at what those organizations are doing. All of our departments are doing great things, but he wanted to highlight our Police and Fire Departments. He went to the Police Recognition Ceremony which was amazing, and our Fire Department is working hard putting out fires, saving lives and property. Councilmember Martinez said it well for our asylum seekers. They are not illegals; they have already been vetted and they are willing to work. There is a lot of misinformation out there and he is still getting hate email but we are a Fair and Welcoming City so he thinks people need to decrease some of those phobias and that racism that is happening.

Councilmember Martinez encouraged our County Executive to encourage other municipalities to have their own homeless Shelters. She finds it distasteful that when it came to the false stories about the Veterans being displaced from a Hotel for the asylum seekers everyone was up in arms against the asylum seekers but nobody cared about our Veterans before that. No one was up in arms trying to find housing for our homeless Veterans. Obviously, she supports our Veterans having housing and everyone should have housing regardless of immigration status or occupation. It was awful to see that side of our County officials and one of our State elected officials who went on the news and spread a false story that wasn't vetted and there were no facts. We get hate calls every day and we are harassed on social media for supporting something that is a human right. Some people complained about expanding our micro units here to help with our homeless population, so she doesn't get it. People are very hypocritical, so she is going to demand that the County and State officials who spread those false lies apologize.

Councilmember Monteverde thanked everyone for staying tonight. She gave a shout out to Chief Spinelli and the Codes Department because they are on their game so hopefully, we will get this City cleaned up. Thanks to Wayne, DPW and the Rec Department for the new splash pad on Courtney Avenue and she sees that the kids are getting excited. She also gave a shout out to the Keep Newburgh Beautiful group because they go out and clean

up every week and they are doing a fantastic job with all volunteers. She suggested we give them some recognition with Certificates of Appreciation for the wonderful work they are doing to keep our City clean. People are always asking her why we can't keep our City clean and it's all about education. People dump garbage because they are garbage so if there is a garbage can available, place your garbage in that can. We all want to live in a clean neighborhood and the kids want to play in a clean neighborhood so please pick up your garbage and be thoughtful.

Councilmember Shakur thanked everyone for coming out. He likes to see people come out because this is how we fix problems. It's going to be a good weekend as we have some events coming up and that community conversation he discussed earlier, is going to be carried on because summer is coming and we want to stop the violence in our community.

Councilmember Sklarz thanked everyone for coming out and wished everyone a wonderful night.

Mayor Harvey thanked everyone for coming out tonight. There are some really exciting things happening in our City and the Rec department is hiring summer help for Summer Camp which pays \$15.00 per hour. People say there is not enough to do in our City but there is a lot to do here. He is also excited about the splash pads because without the swimming pool this summer there will be some other creative ideas with water for the children. On the asylum seekers, his heart goes out to anyone who has supported them.

He has had multiple conference calls with Mayor Adams and his team and one of the top things on his priority list is to get the Federal Government to authorize working papers so the asylum seekers can find employment. The second thing is to encourage the Federal Government to do petitions or make phone calls for Comprehensive Immigration Reform like President Obama did where he created pathways to Citizenship. It's not fair that State and Local Officials have to tackle immigration when our Federal Elected Officials are not doing anything to make this a law. We have to address this and it's very important because human lives are at stake.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 8:55 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 86 - 2023

OF

MAY 22, 2023

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

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

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

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

Appia[®] HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description

Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.

Prime Contractor

McNamee Construction Corp
154 Route 202, PO Box 182
Lincolndale, NY 10540

Change Order

2

Status

Pending

Date Created

08/05/2022

Type

Changed Conditions

Summary

Increased deterioration of existing bridge required redesign of steel tunnel liner.

Change Order Description

The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The proposed design was based on a survey from 2014 and the plans called for the contractor to perform a new survey prior to ordering the liner. The contractor's survey indicated that the existing bridge arch has deteriorated further and the liner shape proposed in the plans would not fit. The liner manufacturer proposed a new shape that would fit the bridge arch in the current condition. This has resulted in additional engineering costs for the redesign. Because the liner had to be made to fit the areas of the existing bridge that collapsed the most, the remaining areas have a greater gap between the liner and the existing bridge. This has resulted in the need for a much greater amount of grout to fill the space between the new liner and the existing bridge arch and a larger area to form at the ends of the bridge to contain the grout, also increasing the cost of the new liner. This change order is adding a new agreed price item for the steel tunnel liner plate item to replace the existing item.

Awarded Project Amount

\$1,678,560.00

Authorized Project Amount

\$1,678,560.00

Change Order Amount

\$114,940.60

Revised Project Amount

\$1,793,500.60

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

08/05/2022

Page 1 of 4

Increases/Decreases

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

New Items

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

Attachments

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

(Sponsor) Certificate of Recommended Order on Contract

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

Contractor Name: McNamee Construction Corporation

Change Order No. 02

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

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

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

Feb 22, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer

Date

Fodd VenningCity

Date

City Manager/CEO

City of Newburgh, Sponsor

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Region # 08	D040218	PIN:	8761.57	AEW #:	CO#02_1
County/Countries:		Orange		Date: 02/09/2023	
Contract Description: Rte 32 Lake Street Bridge Rehabilitation					
Engineer-in-Charge: Peter Teliska				Field Office Fax:	
Contractor: McNamee Construction Corp.					
Is Contract FHWA RFA or NCA?		☐ Yes ☒ No		FHWA Concurrence Obtained? ☐ Yes ☒ N/A	
Municipal/Local Share Involvement?		☒ Yes ☐ No		Sufficient Funding in Place? ☒ Yes ☐ No	
Proposed Work within the Contract Limits?		☒ Yes ☐ No		Proposed work within the Contract Scope? ☒ Yes ☐ No	
Significant Change?		☐ Yes ☒ No		Has Project Manager been Notified? ☒ Yes ☐ No	
Contract Bid Amount: \$1,678,560.00			Contract Current Amount: \$1,678,560.00		
Estimated Increase Due to this Change: \$114,940.60					
Description of Proposed Extra Work: The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The tunnel liner depicted in the plans would not fit the existing bridge due to increased deterioration of the existing arch. This change order was intended to delete the existing tunnel liner item and add a new renegotiated item for the tunnel liner. Due to the way Appia works and a clerical error, change order #02 became locked before the change order was properly completed and now contains an incorrect price for the renegotiated item. Because change order #02 cannot be edited or deleted, it will have to be approved. Change order #04 will remove the erroneous item and add the correct new item for the tunnel liner. The description of the extra work for the tunnel liner is described in the AEW for Change order #04.					

Items Included in Description of Proposed Extra Work

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

☐ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☒ AEW has a value greater than \$100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total :	\$114,940.60
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RECOMMENDED:

Area Construction Supervisor

Date: _____

APPROVED:

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

Date: _____

RESOLUTION NO.: 87 - 2023

OF

MAY 22, 2023

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

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

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

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

Appia[®] HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

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

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

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

Increases/Decreases

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

New Items

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

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

Attachments

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

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

(Sponsor) Certificate of Recommended Order on Contract

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

Contractor Name: McNamee Construction Corporation

Change Order No. 04

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

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

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

May 2, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer

Date

Todd Venning

Date

City Manager/CEO

City of Newburgh, Sponsor

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK**

Region # 08	D040218	PIN:	8761.57	AEW #:	CO#04_1
County/Countries: Orange		Date:		02/09/2023	
Contract Description: Rte 32 Lake Street Bridge Rehabilitation					
Engineer-in-Charge: Peter Teliska				Field Office Fax:	
Contractor: McNamee Construction Corp.					
Is Contract FHWA RFA or NCA?		☐ Yes ☒ No		FHWA Concurrence Obtained? ☐ Yes ☒ N/A	
Municipal/Local Share Involvement?		☒ Yes ☐ No		Sufficient Funding in Place? ☒ Yes ☐ No	
Proposed Work within the Contract Limits?		☒ Yes ☐ No		Proposed work within the Contract Scope? ☒ Yes ☐ No	
Significant Change?		☐ Yes ☒ No		Has Project Manager been Notified? ☒ Yes ☐ No	
Contract Bid Amount: \$1,678,560.00			Contract Current Amount: \$1,793,500.60		
Estimated Increase Due to this Change:					
Description of Proposed Extra Work: The plans called for a proposed steel tunnel plate liner to be installed and grouted in place to repair the bridge. The proposed design was based on a survey from 2014 and the plans called for the contractor to perform a new survey prior to ordering the liner. The contractor's survey indicated that the existing bridge arch has deteriorated further and the liner shape proposed in the plans would not fit. A new shape that would fit the bridge arch in the current condition was designed. Because the liner had to be made to fit the areas of the existing bridge that collapsed the most, the remaining areas have a greater gap between the liner and the existing bridge. This has resulted in the need for a much greater amount of grout to fill the space between the new liner and the existing bridge arch and a larger area of formwork at the headwalls. The grout used to fill the annular space between the new tunnel liner and the original bridge arch is a flowable CLSM grout meeting the requirements of the tunnel liner manufacturer and approved by the project designer. This material is subject to erosion during high stream flows and the project designer added the requirement that the exposed grout at the headwalls be protected. The contractor's engineer produced shop drawings to add steel plates to both headwalls of the bridge to cover the exposed grout and protect it from erosion. These shop drawings were approved by the project designer.					

Items Included in Description of Proposed Extra Work

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

☒ AEW has a value less than \$50,000
 ☐ AEW has a value between \$50,000 & \$100,000
 ☐ AEW has a value greater than \$100,000

Estimated AEW Total :	\$47,260.91
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RECOMMENDED:

Date: _____

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

Date: _____

PIN 8761.57 – RTE 32 LAKE ST BRIDGE REHABILITATION
Special Specifications

ITEM 48602.550105 – A – RELINING WITH STEEL TUNNEL LINER PLATE

DESCRIPTION

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

MATERIALS

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

CONSTRUCTION DETAILS

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

PIN 8751.57 – RTE 32 LAKE ST BRIDGE REHAB
Special Specifications

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

DESCRIPTION

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

MATERIALS

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

CONSTRUCTION DETAILS

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

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

METHOD OF MEASUREMENT

Payment will be measured on a Dollar Cents basis.

BASIS OF PAYMENT

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



CONSTRUCTION CORP.

March 29, 2023

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

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

Dear Mr. Teliska,

McNamee Construction Corp agrees with the following price renegotiations:

- Item No. 48602.550105 A – Relining with Steel Tunnel Liner @ \$202.70/SF with a quantity of 2752 for an item total of \$557,844.03
- Item No. 950.19 A – Install Steel Cover Plates for Grout Protection @ \$1.00/DC with a quantity of 84,371.11 for an item total of \$84,371.11

Please proceed with processing a change order for these items.

Thank you,

A handwritten signature in black ink, appearing to be 'D' followed by a stylized 'M' and a horizontal stroke.

Dan MacNamee
McNamee Construction Corp.

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Print Form

COST ANALYSIS WORKSHEET (4/21)

Contract D# 040218

Change Order # 4

Field Change Payment #

CO Item Qty 2,752

Section 1 - Existing Contract Item

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

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☒Minor Item ☐

75% Threshold

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

125% Threshold

High Bid Item (over 125%) Yes ☒ No ☐**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 48602.550105

Renegotiated Qty

Contractor Quoted Unit Price \$202.70

Method Chosen:☐ Original Bid Price Acceptable?☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

Printout of PIC
w/ Qty Range,
dates, prices
attached? ☐☐ Comparison to Average of 3 Lowest Bidders (on contract, not item)

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

Printout of 3
Lowest Bidders
on the
Contract
attached? ☐☒ Price Analysis☒ MURK 26/27 Price Analysis Worksheet attached and all documentation attached?☐ Force Account Work (FAW)☐ FE (Force Estimate) Estimate of Labor, Materials, and Equipment work up included?☐ FAW (Final) Included with all MURK forms and documentation attached?Project Conditions/Variance Explanation attached? ☐

Signature

Peter Teliska, P.E.

Peter Teliska / Apr 12, 2023 08:08 EDT

Date

Apr 12, 2023

MURK 26
(1/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

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

Item Description: A - Relining with Steel Tunnel Liner

(A) LABOR

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

Wages \$85,896.00 Fringes \$62,850.00

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

\$ 0.00

Worker's Compensation Rate (%):

16.51 %

Total of Wages and Fringes: 148,746

Workers Compensation: \$14,181.43

Standard Labor Markup: \$10,737.00

Fringe Benefit Markup: \$ 0.00

Labor Total: 173,664.4296

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

(B) MATERIALS

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

Materials Total: \$215,619.32

(C) EQUIPMENT

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

Equipment Total: \$44,786.40

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Contech Engineering	1	\$ 8,500.00	\$ 8,500.00	Grout Pump & Pump Operator	1	\$ 6,409.51	\$ 6,409.50
Form Engineering	1	\$ 5,671.68	\$ 5,671.68				

Services Total: \$20,581.18

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	<u>\$ 434,070.15</u>	<u>20.00</u>
Services:	<u>\$ 20,581.18</u>	<u>5.00</u>
		<u>\$ 1,029.06</u>

Overhead & Profit Total: \$87,843.09

(F) INSURANCE

Enter rate here if based on payroll

17.87 %

Payroll Based Cost Basis

\$ 85,896.00

Enter rate here if based on sales

Sales Based Cost Basis

\$ 0.00

Insurance Total: \$15,349.62

Item Total: \$ 557,844.03

Unit Price: \$ 202.70 per SF

Contractor's Rep Name Shirley Correla
Signature

Date

Engineer-In-Charge's Name Peter Teliska
Signature

Pt. Teliska
Peter Teliska (R. 20, 2023 35:11 EDT)

Date

Apr 20, 2023
Date

**HOLBROOK PIPE SUPPLY, INC.**

790 Grundy Ave. Holbrook, NY 11741

(631) 588-6880 - Fx (631) 588-6968

info@holbrookpipe.com

INVOICE

Phone 631-588-6880

Fax 631-588-6968

Page 1/1

Sold To

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

Ship To

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

Customer #	Order Date	Sales Order #	Buyer	Customer P/O #	Ship Via	Salesman
0008590	06/02/2022	350878		1100	BEST WAY	04
Invoice #	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	
350878	08/24/2022	08/24/22	PREPAID& ADD	NEWBURGH BID #8	NET 30	

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

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

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

Archive Copy

Pay By 09/03/2022

Writer: JM

INVOICE

Page No. 1 of 1

INVOICE NO.

25059694

CONTECH[®]

ENGINEERED SOLUTIONS

A QUIKRETE[®] COMPANY

POSTED

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

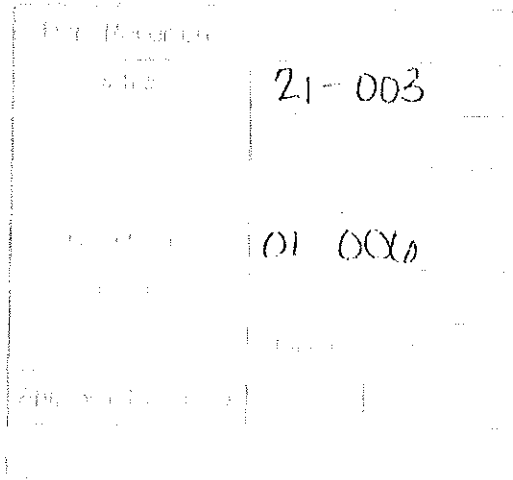
BY
EFT
ABA: 121000248 (Wells Fargo)
ACCOUNT: 2052700385107
SWIFT: WFBUS6S CHIPS 0407
REMIT INFO: ach@quikrete.com

BILL TO	 629710 20220609095811-46 MCNAMEE CONSTRUCTION CORP. PO BOX 182 LINCOLDNALE NY 10540-0182	SHIP TO	758048 MCNAMEE CONSTRUCTION CORP. RTE. 32 LAKE STREET BRIDGE REHAB NEWBURGH NY 12550
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CUSTOMER P.O. NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
QUO-499031-R4B1T6	06/08/22		07/08/22	

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

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



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

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

If you have questions on this invoice please contact

CUSTOMER SERVICE REP (513)645-7000

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
Amsterdam, NY 12010
Billing Dept. J111 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE

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

Invoice Date	Invoice No.	Credit Memo No.	Page
10-01-2022	4464785		1
Customer No.	Project No.	Order No.	
5126	2229512		

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

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

*** Continued on next page. ***

Terms	Quantities	PLEASE PAY THIS AMOUNT

Terms: NET 30 - Interest of 1 1/2% per month (18% per annum) is added to the account on all past due balances.
YOU MUST NOTIFY US WITHIN 31 DAYS OF ANY DISCREPANCIES ON THIS INVOICE OR THE CHARGES WILL BE DEEMED VALID.

Please include invoice number with payment.

Cranesville Block Company, Inc.

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

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE

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

Invoice Date	Invoice No.	Credit Memo No.	Page
10-01-2022	4464785		2
Customer No.	Project No.	Order No.	
5126	2229512		

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

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

Sub total 18,771.87
Total Tax 1,525.21

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

Terms: NET 30 - Interest of 1 1/2% per month (18% per annum) is added to the account on all past due balances.
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Please include invoice number with payment.

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
 Amsterdam, NY 12010
 Billing Dept. J111 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
 Amsterdam, New York 12010

INVOICE

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

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

Delivery Address		Lot/Block	Zone No.	P.O. Number	Customer Job No.		
207 Lake St Newburgh *				772 217 7203			
Date	Quantity	UOM	Product	Description	Ticket No.	Unit Price	TX Ext. Price
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206014	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206014	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206014	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206016	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206016	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206016	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206017	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206017	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206017	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206018	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206018	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206018	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206019	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206019	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206019	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206020	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206020	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206020	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206021	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206021	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206021	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206023	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206023	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206023	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206024	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206024	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206024	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206026	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206026	13.99	13.99
09-27-22	1.00	ea		Fuel Surcharg	2206026	25.00	25.00
09-27-22	10.00	cy		Fill Crete 3 Pumpable	2206027	133.00	1,330.00
09-27-22	1.00	ea		Environmental Surcharg	2206027	13.99	13.99

*** Continued on next page. ***

Terms	Quantities	PLEASE PAY THIS AMOUNT

Terms: NET 30 - Interest of 1 1/2% per month (18% per annum) is added to the account on all past due balances.

Please include invoice number with payment.

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

Cranesville Block Company, Inc.

1250 RIVERFRONT CENTER
Amsterdam, NY 12010
Billing Dept. J111 518-684-6148

Please send inquiries and remit to:

1250 Riverfront Center
Amsterdam, New York 12010

INVOICE⁰

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

Invoice Date	Invoice No.	Credit Memo No.	Page
09-27-2022	4464168		2
Customer No.	Project No.	Order No.	
5126	2229512		

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

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

Sub total 16,427.88
Total Tax 1,334.77

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

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

Please include invoice number with payment.

MODERN

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

Daily Contract / Invoice

037474

DATE

INVOICE #

9/27/2022

BILL TO:

McNamee Constr.
154 Route 202
PO Box 182
Lincolndale, NY 10540

SHIP TO:

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

P.O. NUMBER

WORKER'S COMP

OPERATOR

TIME ON

TIME OFF

READY MIX

5221

JOE

6:30

2:15

Cranesville 845-896...

QUANTITY

ITEM CODE

DESCRIPTION

PRICE EACH

AMOUNT

73/4 PUMP

Trailer ordered

260.00

2015.00

4 TRAVEL

4 Hours

130.00

520.00

75 CU. YDS

Estimated 100+ CY

1.40

105.00

33/4 OVERTIME

When applicable

65.00

243.75

1 EXTRAS

bag primer

20.00

20.00

0 Fees

Fuel surcharge

0

0

75' 450 ft 2 1/2" Line

4 Hour Min. & Travel Time Port to Port

Fuel 32 Miles

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

Subtotal

2903.75

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

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

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

Sales Tax

0

TOTAL

2903.75

AUTHORIZED SIGNATURE

MODERN
CONCRETE PUMPING, INC.
21 Shepard Drive
Newington, CT 06111
60-233-6362
860-236-7213

Daily Contract / Invoice

037497

DATE

INVOICE #

10/1/2022 SATURDAY

BILL TO:

McNamee Constr.
154 Route 202
PO Box 182
Lincolndale, NY 10540

SHIP TO:

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

P.O. NUMBER	WORKER'S COMP	OPERATOR	TIME ON	TIME OFF	READY MIX
5221		JOE	6:30	7:15	Crainsville

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
6 3/4	PUMP	Trailer ordered	260.00	1755.00
4	TRAVEL	4 Hours	130.00	520.00
105	CU. YDS	Estimated 120 CY	1.40	147.00
10 3/4	OVERTIME	When applicable	45.00	498.50
0	EXTRAS	bag primer	0	0
0	Fees	Fuel Surcharge	0	0
1	EXTRAS	Saturday Stand By Fee	385.00	385.00
		4 Hour Min. & Travel Time Port to Port		
		Fuel 32 Miles		
		125' 150ft 2 1/2" Line		
Contractor is responsible for pumpability of all concrete mixes. Modern Concrete Pumping does not take responsibility for concrete trucks being rejected under any circumstances, we will not be responsible for any back charges what so ever.			Subtotal	3505.75

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

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

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

AUTHORIZED SIGNATURE

TOTAL

3505.75



CONSTRUCTION CORP.

January 13, 2023

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

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

Pete,

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

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

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

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

Thank you,

A handwritten signature in black ink, appearing to be "S. Correia", written over the printed name "Shirley Correia".

Shirley Correia



How doers
get more done.

Peter McCourt

HVEA 9/23/22

Enlarge Bulkhead Rt 32 Bridge

Items total
\$926.16

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

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

071641126336 SHARPE 2-PK -A-	
SHARPE PERMANENT MARKER BLACK 2PK	
282.48	4.96
081834103918 HIGHPENCLBLK -A-	
E-Z BLK CARPENTER PENCIL -HD	
500.20	1.00
003925068846 6-1/2" 24I -A-	
TABLE 6-1/2" 24I FRAMING L3B	
3811.97	35.91
008925153207 3/4 IN. X 6 -A-	
3/4 IN. X 6 IN. SPEEDEMON SHARD BLI	
308.47	25.41
045242353452 5/8" 115SD -A-	
MKE TITANIUM 5/8" BLI APC	
076174424706 51 48" LEVEL -A-	
48" STANLEY ABS 1-BEAM LEVEL	
076174475712 CHALK REFL -A-	
DEWALT 100' CHALK KIT RED	
045242325047 1PKLRSSE12 -A-	
MKE 2PK LOCKING PLIES SET	
093945060008 2X4-96 KD-HI -A-	
2X4-96" PRIME KD-HI WHITEWOOD 110B	
6083.98	238.80
0000-166-057 4X8 3/4 BL -A-	
23/32 4X8 BCK PLYWOOD	
12957.28	687.36

SUBTOTAL 1 074.22
SALES TAX 87.26
TOTAL \$1,161.50

XXXXXX0459 HOME DEPOT

USD\$ 1,161.50

AUTH CODE 023964/1012756

TA

Chip Read

ATR A000000004999908400000 TID PLCT CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-5744 SUMMARY

HHS RECEIPT PO/JOB NAME: MCKR N WOODRUI

2022 PRO XTRA SPEND 09/22: \$43,007.48

INCLUDES:

2022 PROXTRA SAVINGS 09/22: \$419.50

Get the CREDIT LINE your business needs
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Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/proxt

1250 09/23/22 07:27 AM



1250 01 24834 09/23/2022 5595

RETURN POLICY DEFINITIONS

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

DID WE NAIL IT?

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

Online on homedepot.com/proxt

WHITE CAP

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

BRANCH ADDRESS
521 - ROCK TAVERN NY (AHH) (P210)
(845) 568-4040
165 STONE CASTLE ROAD
ROCK TAVERN NY 12575
ORANGE

INVOICE

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

ENROLLMENT TOKEN: PSK TVH WDK

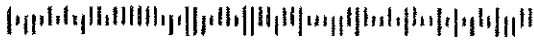
SOLD TO: 10000213387
2042 1 MG 0.515 E0303 10522 D9687460521 S2 P9264087 0002:0003

TERRITORY:

SHIP TO: 10003490801

PLEASE REMIT PAYMENT TO:

White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852



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

NEWBURGH
RT 32 207 LAKE STREET
NEWBURGH NY 12550

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
09/14/2022	48970408	ROY SHIPMAN	MABE, ANDREW T	THOMAS, KEVIN				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
521	10003490801	NET 30 DAYS	5. WALK IN	NEWBURGH				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	DELIVERY TAG#: 21956297	1	0	0	1	0.00	
2	277CN12	1/2" PLAIN COIL NUT	500	0.31 EA	0	500	155.00	12.59
3	13246500	1/4"X3"X4" FLAT HOLE PLATE WASHER 1/2" BOLT DIAMETER DAYTON	300	5.49 EA	0	300	1,647.00	133.82
4	249CR12	1/2"X12' PLAIN COIL ROD PRICED PER FT AND SOLD IN 12' LENGTHS	60	3.79 FT	0	60	227.40	18.48
5	21106330	1/2" COIL THREAD DROP IN ANCHOR DEWALT	350	1.94974 EA	0	350	682.41	55.45
6	61908850	60LB BAG CHEMICAL NON-SHRINK GROUT EUCLID	32	15.99 BAG	0	32	511.68	41.58

Date Received

Job # 21-003

P.O. #

P.O. Vendor

Cost Code 01-008

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

The White Cap Family of Brands includes All-Top Waterproofing Solutions, Harnac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at [About WhiteCap.com](#).

Approved by

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

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Date Received

Job #

21-003

P.O. #

P.O. Vendor

Cost Code

01-008

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

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

RECEIVED BY ROY

SIGNATURE COPY ON FILE

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

Reset Form

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

COST ANALYSIS WORKSHEET (4/21)

Print Form

Contract D# 040218

Change Order # 04

Field Change Payment #

CO Item Qty 1

Section 1 - Existing Contract Item

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

Item Spec No

Unit Bid Price

Bid Qty

Current Contract Qty

Major Item ☒Minor Item ☐

75% Threshold

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

125% Threshold

High Bid Item (over 125%) Yes ☒ No ☐**Section 2 - New Contract Item or Continuation of Existing Item**

New Item Spec No 950.19

Renegotiated Qty

Contractor Quoted Unit Price \$84,371.11

Method Chosen:

- ☐ Original Bid Price Acceptable?
- ☐ Weighted Average Price (WAP) Comparison (must have at least 3 contracts)

Pay Item Catalog Date Range

to

PIC Qty Range

to

N/A ☐

Regional WAP

Statewide WAP

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

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

Average Price

\$0.00

Bidder 1

Bidder 2

Bidder 3

 Printout of 3
 Lowest Bidders
 on the
 Contract
 attached? ☐

- ☒ Price Analysis

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

- ☐ Force Account Work (FAW)

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

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

Project Conditions/Variance Explanation attached? ☐

Signature

 P.K. Taha, P.E.
 Date: Taha/Apr 19 2:23:16 PM EDT

Date

Apr 19, 2023

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

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

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

(A) LABOR

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

Wages **\$11,817.72**

Fringes **\$ 8,700.54**

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

\$ 0.00

Worker's Compensation Rate (%):

16.51 %

Total of Wages and Fringes: **\$20,518.26**

Workers Compensation: **\$ 1,951.11**

Standard Labor Markup: **\$ 1,477.21**

Fringe Benefit Markup: **\$ 0.00**

Labor Total: **\$23,946.58**

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

(B) MATERIALS

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

Materials Total: **\$28,310.00**

(C) EQUIPMENT

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

Equipment Total: **\$12,157.22**

(D) SERVICES

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

Services Total: **\$ 4,726.40**

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	20.00	\$ 12,882.76
Services:	5.00	\$ 236.32

Overhead & Profit Total: **\$13,119.08**

(F) INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

Enter rate here if based on sales

Sales Based Cost Basis

17.87 %

\$ 11,817.72

\$ 0.00

Insurance Total: **\$ 2,111.83**

Item Total: **\$ 84,371.11**

Unit Price: **\$ 1.00** per DC

Shirley Correia
Contractor's Rep Name

[Signature]
Signature

3/29/23
Date

Peter Teliska
Engineer-In-Charge's Name

P. Teliska, P.E.
Peter Teliska (Apr 11, 2023 15:21 EDT)
Signature

Apr 11, 2023
Date



CONSTRUCTION CORP.

January 13, 2023

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

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

Pete,

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

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

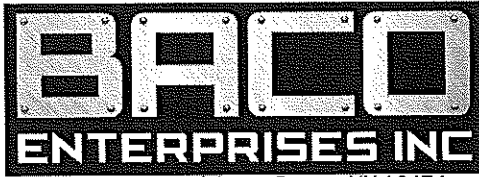
For this work Timothy Cruse spent 40 hours at a rate of \$118.16/hour (totaling \$4,726.40).

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

Thank you,

A handwritten signature in black ink, appearing to be "Shirley Correia", written over a horizontal line.

Shirley Correia



1190 Longwood Ave • Bronx, NY 10474
Phone: (718) 589-6225 • Fax: (718) 991-6647

Quote Valid for 30 Days.

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

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

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

Quote

Quote Number : 700224-0

Customer# : M5910

Quote Date : 12/15/2022

Ship Date : 12/16/2022

Quoted To : ROY

Entered By : Ben Freeman

Terms : CREDIT CARD

Ship Via : UPS GROUND PPD & ADD

Ship Acct# :

Job/Rel# : NEWBURGH LAKE STREET

FOB : BACO

PO : QUOTE ONLY

Customer/Order Instructions

CERTS REQUIRED

EMAIL CERTS TO: marco@mcnameeconstruction.net

MAIL INVOICE & CERTS

Line	Qty	U/M	Item #	Description	Price	Per	Extension
0001	150	EA	DA325BNWG-122	1/2"x 2" A325 HVY HEX B-N-W ASSEMBLY DOMESTIC **HDG** (700-KG.)	183.33	C	275.00
0002	150	EA	F436G-12	1/2" HIGH STRENGTH WASHERS HDG	20.00	C	30.00
0003	100	EA	WA-12234	1/2"x 2-3/4" WEDGE ANCHOR [25/BX]	125.00	C	125.00
0004	100	EA	WA-12334	1/2"x 3-3/4" WEDGE ANCHOR [25/BX]	150.00	C	150.00
0005	1	EA	CERTS-NS	PLEASE PROVIDE CERTS WITH SHIPMENT & INVOICE	0.00	EA	0.00
SubTotal							580.00

Signature: _____

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

Tax 48.58



Thank you! Have a nice day!

Total USD 628.58

Purchase Order

TO: Southington Metal
95 Corporate Drive
Southington, CT 06489
PHONE: 860.621.0149

CONTACT: Tom Beland
EMAIL: tom@southingtonmetal.com
SHIP TO: FOB Southington
QUOTE #: Email of 12.01.2022

DATE: 12/14/2022

PO #: 1690

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

JOB: PIN 8761.57 / MCC #21-003

Route 32 Lake Street Bridge Rehabilitation,
Newburgh, NY

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

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

TERMS & CONDITIONS:

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

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

ACCEPTED: Southington Metal Fabricating Co

VENDOR / SUPPLIER

McNamee Construction Corp.

CONTRACTOR

BY:

Tom Beland

DATE:

12/15/22

DATE

General Conditions

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

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

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

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

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

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

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

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

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

Adjustments for MARCOPARISI12 in All Saved Models

March 31, 2022

Caterpillar M322D2
Wheel Mounted Hydraulic Excavators

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

Configuration for M322D2

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

Blue Book Rates

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

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

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

Non-Active Use Rates

Hourly

Standby Rate	USD \$40.98
Idling Rate	USD \$95.76

Rate Element Allocation

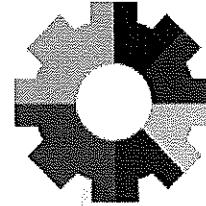
Element	Percentage	Value
Depreciation (ownership)	44%	USD \$5,876.20/mo
Overhaul (ownership)	41%	USD \$5,475.55/mo
CFC (ownership)	4%	USD \$534.20/mo
Indirect (ownership)	11%	USD \$1,469.05/mo
Fuel (operating) @ USD 3.65	29%	USD \$13.81/hr

Revised Date: 1st quarter 2022

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

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

Rental Rate Blue Book®
GMC/CHEVY C1500 Silverado LS 4x2 Gas (disc. 2009)
 Crew Cab Pickups

 Size Class:
 2
 Weight:
 N/A

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

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

Blue Book Rates

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

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

Non-Active Use Rates

	Hourly
Standby Rate	USD \$6.67
Idling Rate	USD \$39.25

Rate Element Allocation

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

Revised Date: 2nd quarter 2022

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www.equipmentwatch.com

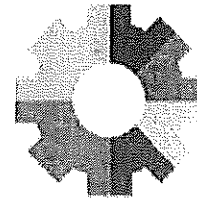
All prices shown in US dollars (\$)

Rental Rate Blue Book®

April 21, 2022

Miscellaneous 20000
Small Generator Sets

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



Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$290.00	USD \$81.00	USD \$20.00	USD \$3.00	USD \$15.99	USD \$17.64
Adjustments						
Region (Connecticut: 102.8%)	USD \$0.12	USD \$2.27	USD \$0.56	USD \$0.08		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$288.12	USD \$83.27	USD \$20.56	USD \$3.08	USD \$15.99	USD \$17.68

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.85
Idling Rate	USD \$15.54

Rate Element Allocation

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

Revised Date: 2nd quarter 2022

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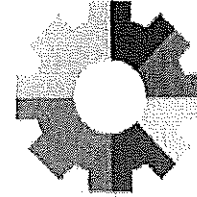
All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 29, 2022

Atlas Copco XATS 68 Kd
Portable Rotary Screw Air Compressors

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



Configuration for XATS 68 Kd

Air Delivery Rating **125.0 cu ft/min** Horsepower **44.3 hp**
Power Mode **Diesel** Rated Pressure **150.8 psi**

Blue Book Rates

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

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

Non-Active Use Rates

Standby Rate **Hourly**
Idling Rate **USD \$6.85**
USD \$21.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	18%	USD \$403.20/mo
Overhaul (ownership)	70%	USD \$1,568.00/mo
CFC (ownership)	4%	USD \$89.60/mo
Indirect (ownership)	8%	USD \$179.20/mo
Fuel (operating) @ USD 5.03	40%	USD \$8.03/hr

Revised Date: 4th quarter 2022

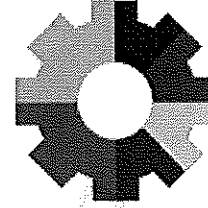
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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(mguadagnolo@mcnameeconstruction.net)

Rental Rate Blue Book®

March 31, 2022

Miller BIG BLUE 500D CC/CV
Portable Welders

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

Configuration for BIG BLUE 500D CC/CV

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

Blue Book Rates

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

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

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

Non-Active Use Rates

Hourly

Standby Rate	USD \$3.93
Idling Rate	USD \$15.24

Rate Element Allocation

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

Revised Date: 1st quarter 2022

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

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(mguadagnolo@mcnameeconstruction.net)

Rental Rate Blue Book®

March 31, 2022

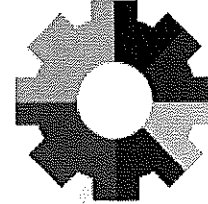
Miscellaneous 6 AXLE 8 TIRE 80'
Lowboy Trailers

Size Class:

All

Weight:

N/A


Configuration for 6 AXLE 8 TIRE 80'

Power Mode Manual

Blue Book Rates

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

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

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

Non-Active Use Rates

Hourly

Standby Rate

USD \$18.90

Idling Rate

USD \$37.81

Rate Element Allocation

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

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2022

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(mguadagnolo@mcnameeconstruction.net)

**Rental Rate Blue Book®**

March 31, 2022

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

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

**Configuration for RD890SX (disc. 2002)**

Horsepower 300.0 Power Mode Diesel

Blue Book Rates

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

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

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

Non-Active Use Rates

	Hourly
Standby Rate	USD \$12.04
Idling Rate	USD \$50.90

Rate Element Allocation

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

Revised Date: 1st quarter 2022

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

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



January 10, 2023

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

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

To Whom It May Concern:

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

Please let us know if any other information is needed.

Sincerely,

A handwritten signature in black ink that reads 'Beth Metzler'.

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

THE STATE INSURANCE FUND

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

Document Type: INFORMATION PAGE	Group No: 469	Period Covered: 04/01/2022 TO 04/01/2023	R.B. File No: 000568976R
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INSURED: Z 1314 580-0

GROUP MANAGER: 469

MCNAMEE CONSTRUCTION CORP

LOVELL SAFETY MGMT CO., LLC

154 ROUTE 202

110 WILLIAM STREET 12TH FLR

PO BOX 162

NEW YORK NY 10038

LINCOLNDALE NY 10540

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

MP 2000

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

TYPE OF BUSINESS: CORPORATION

INFORMATION PAGE RENEWAL POLICY

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

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

ITEM# CODE CLASSIFICATION DESCRIPTION	ESTIMATED PAYROLL	X RATE PER \$100	= SIF MANUAL RATE PREMIUM
---------------------------------------	----------------------	---------------------	------------------------------

The payroll for your policy renewal is based on prior audited/reported payroll. If your payroll has decreased due to the COVID-19 crisis, please contact your policy representative so your payroll can be adjusted accordingly.

1. 5506 STREET OR RD CONSTR PAVE&DRVRS-U	200,000	16.51	33,020.00
2. 9127 TERRITORY 2 DIFFERENTIAL 0.0%			
3. 5606 CONTRACT CONST OR EREC-EXEC SUPER-U	50,000	4.24	2,120.00
4. 9127 TERRITORY 2 DIFFERENTIAL 0.0%			
5. 8810 CLERICAL OFFICE EMPLOYEES NOC-U	550,000	0.15	825.00
6. 8742 SALESPERSONS, COLLECTORS OR MESSENGER	100	0.34	0.34
7. MANUAL PREMIUM			35,965.34
8. EXPERIENCE RATING CHARGE 17% OF (ITEM 7)			6,114.11
9. TOTAL MODIFIED PREMIUM			42,079.45
10. NYSIF DISCOUNT 30% OF (ITEM 9)			12,623.84CR
11. EXPENSE CONSTANT			250.00
12. TERRORISM PREMIUM			304.04
13. NATURAL DISASTER AND CATASTROPHE PREMIUM			48.01
14. TOTAL ESTIMATED ANNUAL PREMIUM			30,057.66
15. ASSESSMENT CHARGE 10.2% OF (ITEM 14 LESS ITEM 11)			3,040.38
16. TOTAL ESTIMATED POLICY COST			33,098.04

PAGE 3 CONT.



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

Policy Number:
WPP1516772 06
Named Insured:
McNamee Construction Corp.

COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS EXTENSION OF DECLARATIONS

PREMIUM								
Location	Classification	Code No.	Exposure	Basis	Rate		Advanced Premium	
					Premises Ops	Prod/Comp Ops.	Premises Ops.	Prod/Comp Ops.
		99046					\$6.00	
		Medical Expense - Water Mains or Connections Construction						
1		91689	4,600,000	c	0.280	1.820		
		Contractors-subcontracted work-in connection with street or highway construction, or repair, not elevated						
		91689						
		Medical Expense - Contractors-subcontracted work-in connection with street or highway construction, or repair, not elevated						
1		94007	100,000	p	110.598	6.319		
		Excavation						
		94007						
		Medical Expense - Excavation						
1		91268	700,000	p	175.706	3.030		
		Bridge or Elevated Highway Construction - concrete						
		91268						
		Medical Expense - Bridge or Elevated Highway Construction - concrete						
1		98315	600,000	p	103.631	3.641		
		Street or Road Construction or Reconstruction						
		98315						
		Medical Expense - Street or Road Construction or Reconstruction						

2022 GL Insurance

Code# 91266 175.706
 3.030
 178.736 = 17.87%

Issued Date: 2/8/2022

GLDECB 0414

Supplemental Benefits paid per hour:

Insulator Apprentices:

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

Discomfort & Additional Training Apprentices:

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

8-91

Ironworker

09/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

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

* To be allocated at a later date.

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 42.71
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OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

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

Supplemental Benefits per hour:

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

11-417

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

09/01/2022

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

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

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

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

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

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

WAGES:(per hour)

07/01/2022

Class A5	\$ 63.72 plus 3.00*
Class A4	62.72 plus 3.00*
Class A3	61.72 plus 3.00*
Class A2	59.22 plus 3.00*
Class A1	58.22 plus 3.00*
Class A	57.22 plus 3.00*
Class B	55.63 plus 3.00*
Class C	53.72 plus 3.00*
Class D	52.09 plus 3.00*
Class E	50.38 plus 3.00*
Safety Engineer	57.96 plus 3.00*

Helicopter:	
Pilot/Engineer	59.04 plus 3.00*
Co Pilot	57.22 plus 3.00*
Communications Engineer	57.22 plus 3.00*

Surveying:	
Chief of Party	57.22 plus 3.00*
Transit/Instrument Man	50.38 plus 3.00*
Rod/Chainman	47.80 plus 3.00*
Additional \$0.75 for Survey work Tunnel under compressed air.	
Additional \$0.50 for Hydrographic work.	

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

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.50

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

OVERTIME PAY

See (B, E, Q, *V, X) on OVERTIME PAGE

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

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

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

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

Supplemental Benefits per hour:

Apprentices \$ 33.50

11-825

Operating Engineer - Marine Dredging

09/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

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

One Half Year terms at the following wage.

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

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01
									1-669.2

Teamster - Building / Heavy&Highway

09/01/2022

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

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

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

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

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

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

GROUP 5: Straight Trucks.

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

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

NOTE ADDITIONAL PREMIUMS:

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

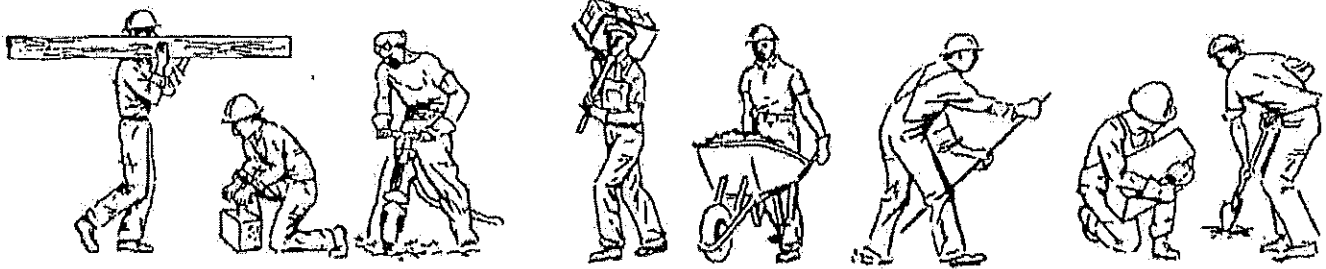
See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY



LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL No. 17

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

451A LITTLE BRITAIN ROAD
NEWBURGH, NEW YORK 12550

HEAVY & HIGHWAY - ZONE A

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

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

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

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

NOTE:

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

Total \$35.20

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

5/6/2021

RESOLUTION NO.: 88 - 2023

OF

MAY 22, 2023

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

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

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

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



HVEA Engineers

Change Order Details

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation

Description

Lake Street/Route 32 over Quassaick Creek bridge rehabilitation. Project will rehabilitate the existing bridge that carries Lake Street (Route 32) over the Quassaick Creek located in the City of Newburgh, Orange County, BIN 2022260.

Prime Contractor

McNamee Construction Corp
154 Route 202, PO Box 182
Lincolndale, NY 10540

Change Order

6

Status

Pending

Date Created

03/14/2023

Type

Time Extension

Summary

Extend completion date to 30 Sep 2023

Change Order Description

Contract work has been completed, but there is a significant water ponding issue in the northbound right lane that needs to be addressed. No work has been done while waiting for the project designer to develop a solution to install additional drainage. This time extension will allow time for the contractor to get a drainage structure shop drawing approved, obtain materials and install the additional drainage. It will also allow time to complete punchlist work and to final out the contract.

Awarded Project Amount

\$1,678,560.00

Authorized Project Amount

\$1,678,560.00

Change Order Amount

\$0.00

Revised Project Amount

\$1,678,560.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	08/01/2022	03/31/2023	183.0 Days	09/30/2023

Contract Completion Date

Reason: To procure materials and install additional drainage.

1 time limit

Attachments

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

(Sponsor) Certificate of Recommended Order on Contract

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

Contractor Name: McNamee Construction Corporation

Change Order No. 06

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

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

Peter Teliska, PE
Peter Teliska (Apr 28, 2023 17:51 EDT)

Apr 28, 2023

Peter Teliska, PE, HVEA Engineers, Resident Engineer

Date

Todd Venning

Date

City Manager/CEO

City of Newburgh, Sponsor

Change Order Details:

PIN 8761.57 Route 32 Lake Street Bridge Rehabilitation



April 3, 2023

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

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

Dear Mr. Teliska,

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

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

Please see attached CONR250.

Thank you,

A handwritten signature in black ink, appearing to be "D MacNamee", written over a horizontal line.

Dan MacNamee
McNamee Construction Corp.

APPLICATION FOR EXTENSION OF COMPLETION DATE

Contract No.: LDDA0218 Contract Description: Route 32 Tap Lake Street Bridge Rehab
Contractor Name: McNamee Construction Corp.

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

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

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

1. As set forth in the Standard Specifications; for each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages and/or Engineering Charges from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Engineering Charges include all appropriate engineering and inspection expenses incurred by the State, its consultants and inspection agencies, and by railroad companies. Engineering Charges will be assessed in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Department determines the Contractor to be responsible.
2. Approval of this Application for Extension of Completion Date, without a charge for engineering and inspection service, shall not obligate the State, in any manner whatsoever, to liability in any claim for damages for delay which may be made against the State in connection with the aforesaid contract, and such approval is granted solely for the purpose of completing the work and expediting contract payments.

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

Work Remaining:

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

Reason for Request:

extra work throughout the project added time as directed by
owner/engineer

By:

[Signature]
Signature

3/29/2023
Date

President
Title



MCNACON-01

BMETZLER

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Emery & Webb, Inc. - Pawling Office 33 East Main Street Suite 2 Pawling, NY 12564	CONTACT NAME:	PHONE (A/C, No, Ext): (845) 855-1112	FAX (A/C, No): (845) 855-1115
	E-MAIL ADDRESS:		
INSURED McNamee Construction Corp. 154 Rte 202, PO Box 182 Lincolndale, NY 10540	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Wesco Insurance Company		25011
	INSURER B: Travelers Indemnity Company of America		25666
	INSURER C: Navigators Insurance Group		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		WPP1516772-06	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		WPP1628314-04	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	X		WUM1891814-02	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Articles			6606084C201TIL23	12/31/2022	12/31/2023	Rented/Leased 515,000
C	Pollution Liability			NY22ECPZ0C8VMIV	9/29/2022	9/29/2023	each condition/agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) when required by written contract or agreement, the City of Newburgh its boards, officers and employees, People of the State of New York, New York Commissioner of Transportation, and M.G. McLaren Engineering and Land Surveying, P.C., are included as additional insureds on a primary and non contributory basis per attached form#s CG2037 01 3, CG2038 04 13, CG2001 04 13, CA990187NY 10 13. Umbrella follows forms.

CERTIFICATE HOLDER

CANCELLATION

City of Newburgh 83 Broadway Newburgh, NY 12550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133392991

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



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER MCNAMEE CONSTRUCTION CORP 154 ROUTE 202 PO BOX 182 LINCOLNDALE NY 10540		CERTIFICATE HOLDER CITY OF NEWBURGH 83 BROADWAY NEWBURGH NY 12550	
POLICY NUMBER Z 1314 580-0	CERTIFICATE NUMBER 962499	POLICY PERIOD 04/01/2023 TO 04/01/2024	DATE 03/13/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1314 580-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

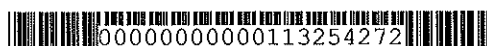
THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND


DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 835382380





Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) MCNAMEE CONSTRUCTION CORP PO Box 182 154 ROUTE 202 LINCOLNDALE, NY 10540 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 914-243-5910 1c. Federal Employer Identification Number of Insured or Social Security Number 133392991
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Newburgh 83 Broadway Newburgh, NY 12550	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL396796 3c. Policy effective period 12/15/2022 to 12/14/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/4/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



RESOLUTION NO.: 89 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
FOR ASBESTOS ABATEMENT MANAGEMENT SERVICES
AT THE WASTEWATER TREATMENT PLANT
IN AN AMOUNT NOT TO EXCEED \$16,824.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the City Manager declared a State of Emergency in order to facilitate the clean-up and repair of the affected areas of the WWTP; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for limited asbestos bulk sampling, variance preparation and submission, bidding and asbestos abatement monitoring and monitoring services for the emergency repair work at the WWTP; and

WHEREAS, the cost for these services will not exceed \$16,824.00 and funding shall be derived from G.8130.0200; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management services at a cost not to exceed \$16,824.00 for emergency repair work at the City of Newburgh Wastewater Treatment Plant.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 5, 2023

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: 2 Renwick Street, Newburgh, NY 12550 – WWTP Administration Building
Request for Proposal – Limited Asbestos Bulk Sampling Survey, Variance Develop/Submission,
Bidding and Asbestos Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) is pleased to submit the attached proposal to: 1) Perform a Limited Asbestos Bulk Sampling Survey; 2) Prepare and submit an Emergency Site-Specific Variance to NYSDOL ESU; 3) Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 4) provide Asbestos Abatement Monitoring & Management Services during abatement activities.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

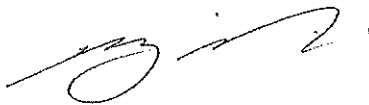
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

**LIMITED ASBESTOS BULK SAMPLING SURVEY, VARIANCE
DEVELOPMENT/SUBMISSION, BIDDING AND ASBESTOS ABATEMENT
MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WASTE WATER TREATMENT PLANT
ADMINISTRATION BUILDING
2 Renwick Street
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

1.) Limited Asbestos Bulk Sampling Survey

- Provide certified NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Bulk Sampling Survey within the Administration Building responding to a flooding event, located at 2 Renwick Street, Newburgh, NY 12550.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and, as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM 198.1, 198.8 & QTEM/PLM).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Asbestos Report with Contamination Assessment, identifying estimated quantities, locations, types and conditions of Asbestos-containing Materials (ACM) within the Administration Building.

2.) Development and Submission of NYSDOL Emergency Site-Specific Variance

- Meet onsite to identify areas impacted by abatement activities within the Waste Water Treatment Plant Administration Building.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

Services Cont'd...

3.) Bidding Process

- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

4.) Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site-Specific Variances utilized in the conduct of this project.

**LIMITED ASBESTOS BULK SAMPLING SURVEY, VARIANCE
DEVELOPMENT/SUBMISSION, BIDDING AND ASBESTOS ABATEMENT
MONITORING & MANAGEMENT SERVICES**

**for
CITY OF NEWBURGH**

**83 Broadway
Newburgh, NY 12550**

**at
WASTE WATER TREATMENT PLANT
ADMINISTRATION BUILDING**

**2 Renwick Street
Newburgh, NY 12550**

COST ESTIMATE

➤ **1) Limited Asbestos Bulk Sampling Survey**

Project Management Labor (1 PM, 4 Hours @ \$90/hour)	\$ 360.00
Inspector Labor (2 Inspectors, 1 Shift @ \$560/shift per inspector)	\$ 1,120.00
RUSH TAT PLM Bulk Sample Analysis 18 @ \$45/Layer	\$ 810.00*
RUSH TAT PLMNOB Bulk Sample Analysis 20 @ \$110/Layer	\$ 2,200.00*
RUSH TAT QTEM Bulk Sample Analysis 8 @ \$60/Layer	\$ 480.00*
Final Asbestos Report w/Contamination Assessment	\$ 400.00
Travel & Misc. Materials	\$ 50.00

Total: \$ 5,420.00

➤ **2) Development and Submission of NYSDOL Emergency Site-Specific Variance**

NYSDOL Variance Prep	\$ 1,650.00
NYSDOL Variance Filing Fee	\$ 350.00

Lump Sum Total: \$ 2,000.00

➤ **3) Bidding Process**

Conduct Onsite Walkthrough w/Prospective Bidders	Lump Sum Total: \$ 400.00
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➤ **4) Asbestos Abatement Monitoring & Management Services**

Project Management Labor (1 PM, 6 Hours @ \$90/hour)	\$ 540.00
Project Monitor "Weekday" Labor (1 Tech, 12 Shifts @ \$460/shift)	\$ 5,520.00
24-hr. TAT "Prep & Handling" PCM Air Sample Analysis (120 @ \$17/each)	\$ 2,040.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (24 @ \$21/each)	\$ 504.00
Travel and Misc. Materials	\$ 400.00

Total: \$ 9,004.00

Estimated Project Total: \$ 16,824.00

***NOTE:**

1. Estimated number of samples to be collected. Client will be charged for actual samples analyzed & services rendered.

.....

ACCEPTANCE OF PROPOSAL #P23-8414

.....

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.

Payment Terms: Payment Shall Be Net 30 Days; Following Delivery of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By _____
Signature Print Name & Title Date

RESOLUTION NO.: 90 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
BEAM ENTERPRISES, INC. FOR ASBESTOS ABATEMENT
AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$82,099.00

WHEREAS, on April 23, 2023, a broken pipe in the basement caused significant damage to the Primary Pump Room at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

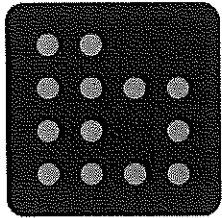
WHEREAS, the City Manager declared a State of Emergency in order to facilitate the clean-up and repair of the affected areas of the WWTP; and

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos abatement at the WWTP and Beam Enterprises, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the asbestos removal and disposal will be \$82,099.00, and funding shall be derived from G.8130.0200; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Beam Enterprises, Inc. for emergency asbestos abatement work for the City of Newburgh Wastewater Treatment Plant at a total cost of \$82,099.00.



beam
ENTERPRISES, INC.

Main Office:
3 Contorino Way, Building 2
Chester, NY 10918
p. 914.617.7699
f. 917.720.9969

May 1, 2023

Jason C. Morris, PE
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7448
Fax: (845) 569-7349
jmorris@cityofnewburgh-ny.gov

Ref: City of Newburgh Waste Water Treatment Plant, Administration Building, 2 Renwick Street,
Newburgh, NY 12550

Beam Enterprises, Inc. is pleased to submit the following firm proposal asbestos abatement at the above referenced address. We propose to perform the removal and disposal of the following asbestos containing materials as identified in the specifications and site visit as follows:

SCOPE

Removal of the following:

1. Office Furniture, storage shelves, Non-asbestos Items left behind by the city and cabinetry – All C&D waste to be placed in existing container on site.
2. All asbestos containing flooring, floor mastic in room 1-09, sheetrock/joint compound, non-bearing studs, counter tops, pipe insulation, base cove and mastic, hood system and black bags stored outside. Tile/vinyl/linoleum to be removed using a floor scraping machine.
3. Non-asbestos mastic to be removed using grinding or bead blast method.
4. Alternate Price for the removal of the ducts and fan units in the fan room (phase 2)
5. Alternate Price to mobilize and 2nd time for the fan room (phase 2)

PRICE BREAKDOWN:

Base Bid -	\$71,862.00
Alt. Remove Ducts in fan room -	\$ 2,253.00
Alt. Mob & abate fan room -	\$ 7,984.00 (this work to be performed within a week of Completing phase 1 to save on waste disposal)

If BEAM can remove the ducts prior to or at the start of phase 1 then the added cost for the fan room would be \$3,379.00 (all work performed during phase 1 work)

All work performed using local union labor local 17 (matches or exceeds the prevailing wage rate)

General Clarifications

1. All labor, materials, equipment and sub-contractors to complete the work in a safe and clean manner
2. **Waste Hauling and legal disposal of all asbestos containing waste generated by BEAM.** Waste manifests for the disposal of the hazardous regulated materials will be provided in the closeout documents.
3. Insurance limits of 1MM/2MM with a 5MM umbrella included. State of New York Workmen's Compensation Insurance with statutory limits.
4. All work to be performed following NYSDOL and USEPA asbestos regulations. Notifications to the regulatory authorities will be executed including all associated fees to be paid by Beam Enterprises, Inc.
5. Unimpeded ingress and egress shall be accomplished by the owner/others. Areas must be cleared to provide non-restricted access to all removal zones.
6. Access to electrical power and water shall be provided by the owner/others. BEAM will provide 100-amp single phase electric panel/panels. Connections for the electric will be made by Owner's/GC's. Standby electric is not included. Water connection should be from a standard spigot or hose connection.
7. Third party air monitoring to be performed by the owner, if required
8. Additional material quantities in excess of the amounts identified in this proposal are not included. Scope of work is limited to description identified in this proposal.
9. Proposal is based upon mutually agreeable contract, defined scope (agreed to) and payment terms. Costs for collection of outstanding balances including reasonable legal fees or other associated costs and interest ("Collection Costs") are reimbursable Beam.
10. Pricing does not include sales tax. If applicable, a completed Certificate of Capital Improvement or NYS tax exemption form signed by the property's owner or tenant must be submitted with payment or sales tax will be charged.

SITE SPECIFIC CLARIFICATIONS

1. Price is based on reasonable access & storage for equipment and material.
2. Work to be performed during normal day work hours, Monday through Friday.
3. All mark outs, disconnects, temp heating, shoring, patching, new build or repairs to be performed by others at no cost to BEAM.
4. Window protection installed and maintained by others at no cost to BEAM
5. Weather protection provide by others at no cost to BEAM
6. Re-Insulation of Pipes by Others at no cost to BEAM
7. Allowances are not included

Sincerely,

Beam Enterprises, Inc.

Jeffrey Mekeel
Jeffrey Mekeel

RESOLUTION NO.: 91 - 2023

OF

MAY 22, 2023

RESOLUTION AMENDING RESOLUTION NO: 286-2022, THE 2023 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$75,000.00
FROM APPROPRIATED FUND BALANCE TO DPW - PARKS
FOR FRANK MASTERSON RECREATION AREA IMPROVEMENTS

WHEREAS, an amendment to the 2023 Budget is necessary to fund expenses related to the improvements and maintenance of Frank Masterson Recreation Area; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.0000.0599.1000.0000 Appropriated Fund Balance	<u>\$75,000.00</u>	
A.7110.0200 DPW - Parks		<u>\$75,000.00</u>
TOTAL:	\$75,000.00	\$75,000.00

RESOLUTION NO.: 92-2023

OF

MAY 22, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO PATRICK COUSINS TO THE PREMISES
KNOWN AS 68 GROVE STREET (SECTION 26, BLOCK 7, LOT 21)**

WHEREAS, on January 14, 2020, the City of Newburgh conveyed property located at 68 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 7, Lot 21, to Patrick Cousins; and

WHEREAS, Mr. Cousins has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 68 Grove Street, Section 26, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated January 14, 2020, from THE CITY OF NEWBURGH to PATRICK COUSINS, recorded in the Orange County Clerk's Office on January 28, 2020, in Liber 14694, Page 361 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: May _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of May in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: F.J. Spinelli, Fire Chief and Interim Building Inspector

DATE: April 14, 2023

SUBJECT: 68 Grove Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 68 Grove Street on April 14, 2023. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property contains occupied, residential rental units, and is registered in accordance with City Code Chapter 240.

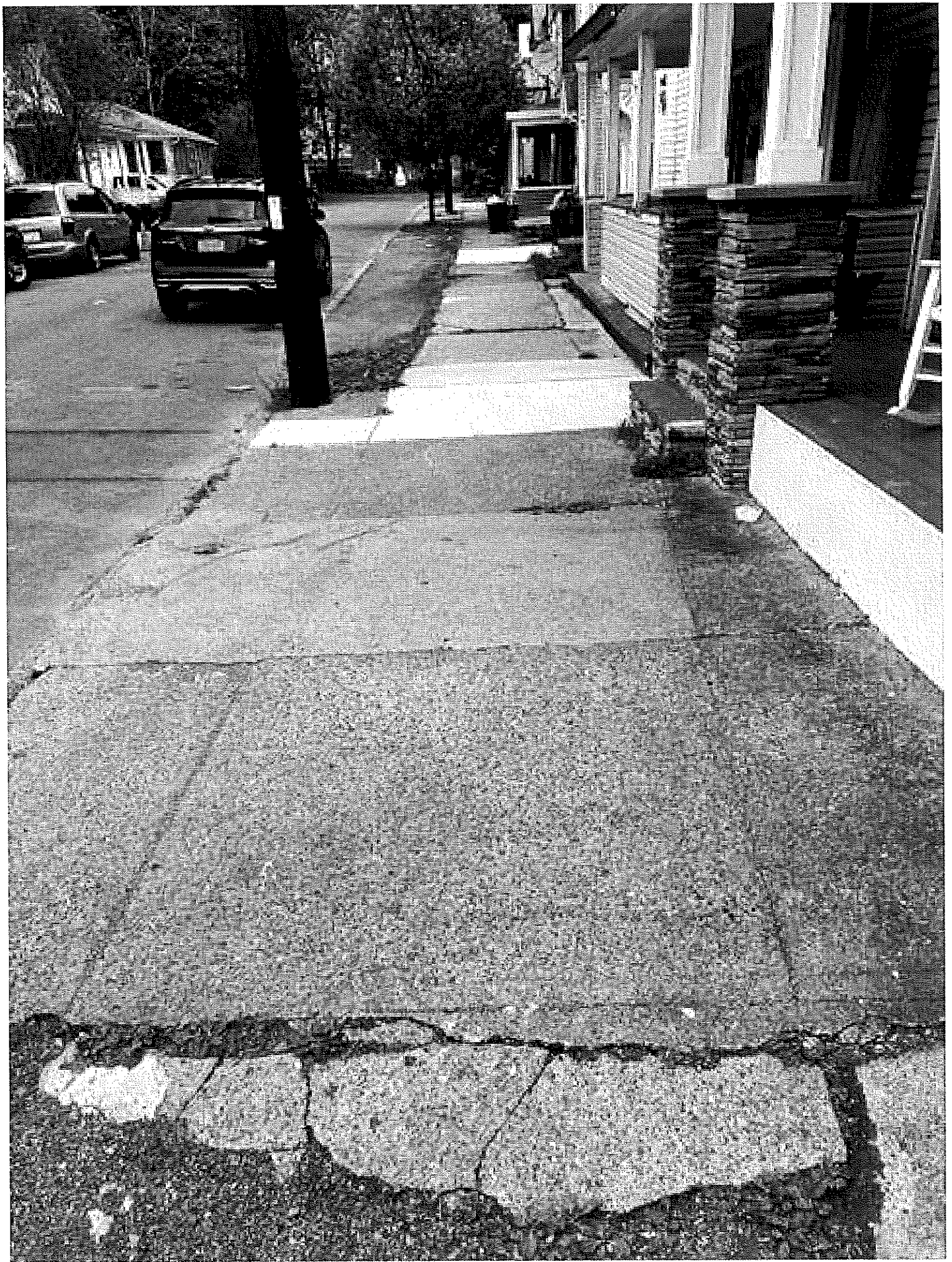
There is a valid Certificate of Occupancy in the property file dated April 14, 2023, for a single-family dwelling (R3) with a finished basement.

Thank you,

F.J. Spinelli

Fire Chief and Interim Building Inspector





RESOLUTION NO.: 93 - 2023

OF

MAY 22, 2023

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR JUNE 12, 2023
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2024

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2024 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 13, 2023 and closing on July 13, 2023 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2024 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2024; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 12th day of June, 2023 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

RESOLUTION NO.: 94 - 2023

OF

MAY 22, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF \$50,000.00
WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH FOR A
HOMEOWNER REPAIR PROGRAM FOR LOW/MODERATE
INCOME HOMEOWNERS IN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 197-2021 of August 8, 2021, the City Council of the City of Newburgh approved a sub-recipient grant agreement with Habitat for Humanity of Greater Newburgh in the amount of \$50,000.00 for a homeowner roof repair program for low/moderate income homeowners in the City of Newburgh; and

WHEREAS, homeowner assistance programs are activities included in the CDBG FY2022 and FY2023 annual action plans; and

WHEREAS, Habitat for Humanity of Greater Newburgh proposes to continue administering a program to facilitate home repairs, including roof repairs, porch repair materials, other emergency home repair materials, lead/asbestos testing, for low/moderate-income homeowners in the City of Newburgh; and

WHEREAS, funding for the cost of the program in the amount of \$50,000.00 will be derived from CD1.8686.0400.8062.2022 and CD1.8686.0400.8062.2023; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with Habitat for Humanity of Greater Newburgh to provide funding for said program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a sub-recipient grant agreement with Habitat for Humanity of Greater Newburgh in the amount of \$50,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a homeowner repair program for low/moderate income homeowners in the City of Newburgh.

RESOLUTION NO.: 95 - 2023

OF

MAY 22, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT FOR THE PAYMENT IN LIEU OF TAXES BY AND AMONG
THE CITY OF NEWBURGH AND CORNERSTONE RESIDENCE L.P. AND
SAFE HARBORS OF THE HUDSON
HOUSING DEVELOPMENT FUND COMPANY, INC.**

WHEREAS, the City of Newburgh (the "City") encourages a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals of low income; and

WHEREAS, Safe Harbors of the Hudson Housing Development Fund Corp. (the "HDFC"), a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law ("PHFL") and Section 402 of the NYS Not-for-Profit Corporation Law has constructed, owned and maintained certain improved real property located at 111 Broadway, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described as Section 36, Block 3, Lot 23.2 on the Official Tax Map of the City of Newburgh (the "Property"), consisting of approximately 128 residential units for adults with mental health diagnoses and physical disabilities, veterans, the formerly homeless, artists in need of affordable live-work space and low and very low income working adults and known as The Cornerstone Residence (the "Project"); and

WHEREAS, the HDFC's plan for the continued use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the City Council to exempt the Project from real property taxes; and

WHEREAS, the HDFC is seeking a new Agreement whereby it will make annual payments in lieu of taxes ("PILOT") to the City as set forth in the PILOT Agreement presented to the City Council for approval;

NOW THEREFORE, BE IT RESOLVED, that the members of the City Council hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement by and among the City of Newburgh and the HDFC providing for annual payments as set forth in such agreement; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute and deliver the foregoing PILOT Agreement, in substantially the same form with other documents as Corporation Counsel may require, on behalf of the City.

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND
AMONG THE CITY OF NEWBURGH, CORNERSTONE RESIDENCE L.P.
AND SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT
FUND COMPANY, INC.**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Agreement" or "Agreement"), dated as of _____, 20____, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **SAFE HARBORS OF THE HUDSON HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at 111 Broadway, Newburgh, New York 12550 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **CORNERSTONE RESIDENCE L.P.**, a New York limited partnership, having its principal office located at 111 Broadway, Newburgh, New York 12550 (the "Partnership").

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of 111 Broadway, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described as Section 36, Block 3, Lot 23.2 on the Official Tax Map of the City of Newburgh (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC is the general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership owns, maintains and operates a housing project for persons of low income on the Property (the "Project"); and

WHEREAS, the HDFC's and the Partnership's use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes and county taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by Resolution No. _____-2023 adopted _____, 2023, approved and authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City, and the School District ("School District") or other taxing jurisdiction (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of 15 years commencing on July 1, 2024. This Agreement shall not limit or restrict the HDfC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemption from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amounts set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

The PILOT for the Property shall be in the amount of \$26,431.95 per year for the first year of this PILOT and increase three percent (3%) annually.

The first payment pursuant to this Agreement shall be made on or before February 28, 2025. Subsequent payments shall be due on or before February 28th of the calendar year to which this PILOT applies. Payment shall be payable to the "City of Newburgh." Payments shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

The HDfC and the Partnership agree that the PILOT under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, nor will it seek to commence any actions to reduce the PILOT, and these factors have been considered in arriving at the payment amounts reflected in this Agreement.

The HDFC and the Partnership shall continue to pay all water, sewer, and sanitation charges in accordance with the assessments and rates established by the City.

4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons of low-income, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount within fifteen (15) days of the date when due, HDFC and the Partnership shall be in default of this Agreement in the event of material failure to observe and perform any other covenant, condition of agreement on its part to be observed and performed hereunder, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HDFC or the Partnership contained in this Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

Whenever any event of default under this Agreement shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Partnership under this Agreement, and the Partnership shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Partnership and all other expenses, costs and disbursements so incurred.

No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.

7. This Agreement shall inure to the benefit of and shall be binding upon the City the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party. In the event that the Partnership and the HDFC seeks to assign this agreement, the Partnership and the HDFC must demonstrate to the City, at a minimum, that the assignee or its general partner is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

12. The Partnership and HDFC jointly and severally make the following representations, warranties and covenants:

(i) The HDFC is a "housing development fund company" organized under Article XI of the PHFL, and the Partnership is a limited partnership the general partner of which is HDFC, each of which is organized, validly existing and in good standing under the laws of the State of New York (the "State") and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Partnership enforceable in accordance with its terms.

(ii) Neither the Partnership nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Partnership or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Partnership or HDFC in any material respect under or violation of, (1) the entity's organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity's knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Partnership or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(iii) The Partnership has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

(iv) The Partnership covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL.

(v) The Partnership covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

13. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Partnership shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following

the date of this Agreement, provided that the Partnership shall timely file any requisite exemption forms.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

16. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 20__

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 20__

SAFE HARBORS OF THE HUDSON HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____

Name:

Title:

DATED: _____, 20__

CORNERSTONE RESIDENCE L.P.

By: Safe Harbors of the Hudson Housing
Development Fund Company, Inc.,
its general partner

By: _____

Name:

Title:

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

On the ____ day of _____, in the year 20____, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 20____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 20____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

PILOT PAYMENT SCHEDULE

SAFE HARBORS OF THE HUDSON HOUSING DEV
CORNERSTONE RESIDENCE
111 BROADWAY
NEWBURGH, NY 12550

Year	Base	Increment Percentage	PILOT Due
2024	\$24,914.66	3%	\$25,662.10
2025	\$25,662.10	3%	\$26,431.96
2026	\$26,431.96	3%	\$27,224.92
2027	\$27,224.92	3%	\$28,041.67
2028	\$28,041.67	3%	\$28,882.92
2029	\$28,882.92	3%	\$29,749.41
2030	\$29,749.41	3%	\$30,641.89
2031	\$30,641.89	3%	\$31,561.15
2032	\$31,561.15	3%	\$32,507.98
2033	\$32,507.98	3%	\$33,483.22
2034	\$33,483.22	3%	\$34,487.72
2035	\$34,487.72	3%	\$35,522.35
2036	\$35,522.35	3%	\$36,588.02
2037	\$36,588.02	3%	\$37,685.66
2038	\$37,685.66	3%	\$38,816.23



CITY OF NEWBURGH
OFFICE OF THE CITY MANAGER

Jean-Ann McGrane, Esq., M.S.
City Manager

City Hall - 83 Broadway
Newburgh, New York 12550
Tel. (845) 569-7301
Fax (845) 569-7370
email: jmcgrane@mail.cityofnewburgh-ny.gov

Elizabeth Byans
Executive Assistant

Ann Kuzmik
Administrative Assistant

Dreena Babula
Bilingual Translator

MEMORANDUM

TO: Lorene Vitek, City Clerk

FROM: Elizabeth A. Evans, Executive Assistant

DATE: August 16, 2004

RE: Agreement between City of Newburgh and Safe Harbors of the Hudson
Housing Development Fund Company, Inc.

Attached please find one original agreement between the City of Newburgh and Safe Harbors for filing in your office. Ms. Haggerty picked up her original at City Hall today.


ELIZABETH A. EVANS

/ee

Attachment

Cc: Dawn Gobeo, City Comptroller ✓
Marie Gida, Director of Finance/Tax Collector
Geoffrey E. Chanin, Corporation Counsel
Steve Ruelke, Assessor

TAX ABATEMENT AGREEMENT

This Agreement is dated as of August 16, 2004 by and among the City of Newburgh, a municipal corporation of the State of New York, having an office at 83 Broadway, Newburgh, New York, 12550 (the "City"), and Safe Harbors of the Hudson Housing Development Fund Company, Inc., (the "HDFC"), a housing development fund company formed pursuant to Article 11 of the Private Housing Finance Law of the State of New York (the "PHFL") (which HDFC will hold record title to the Project, as hereinafter defined) for the benefit of Cornerstone Residence, L.P., a New York limited partnership (the "Partnership"), having an office at 111 Broadway, Newburgh, New York 12550.

WITNESSETH:

WHEREAS, the HDFC desires to participate in the rehabilitation and development of one hundred twenty-eight (128) residential rental units for qualifying low-income persons on certain real property and improvements thereon (the "Property") located at or near 107-117 Broadway, City of Newburgh, Orange County, New York, having Tax Map No. Section 36, Block 3, Lot 11.22 (the "Development" or the "Project") in order to provide improved, safe and affordable housing to residents in the City of Newburgh; and

WHEREAS, the HDFC is a not-for-profit housing development fund company organized pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL"); and

WHEREAS, the HDFC will be the record owner of the Development, and a limited partnership organized by the HDFC known as Cornerstone Residence, L.P. will be the beneficial owner thereof (the "Beneficial Owner"); and

WHEREAS, Section 577(1)(A) of the PHFL provides that the local legislative body of any municipality in which a project of a housing development fund company is or is to be located may exempt the real property in such project from local and municipal taxes; and

WHEREAS, the current amount of real estate taxes on the real property and improvements comprising the Development is approximately \$4,900.00,

WHEREAS, the City has determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

WHEREAS, the HDFC shall hold legal title to the Project for the benefit of and a nominee of the Partnership; and

WHEREAS, as a means of assisting the modernization of the Project and its preservation as affordable housing, the HDFC has requested from the City and the City desires to grant certain tax abatements; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons and families of low-income; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the City Council of the City of Newburgh, New York, by resolution number 88-2004 adopted April 15, 2004, approved and authorized the execution of this Agreement;

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

1. Definitions. As used in this Agreement, the words or phrases listed below shall have the meanings indicated:

- (a) "Effective Date" shall mean the date the HDFC acquires record title to the Property.
- (b) "Expiration Date" shall mean the date which is twenty (20) years from the Effective Date or such earlier date in accord with paragraph 3 hereof.
- (c) "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City of Newburgh ("City"), the City of Newburgh School District ("School District") or any other special district including Ambulance, Sewer, Orange County Solid Waste and Library (collectively, the "Taxing Jurisdiction").

2. Payments in Lieu of Taxes.

- (a) Except as otherwise set forth herein, the City hereby exempts from all Local and Municipal Taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the Property and the Project, including both land and improvements, subject to the further provisions herein. For the first tax year following the issuance of all necessary certificates of occupancy for the Development, the Partnership shall make annual payments in lieu of taxes

to the City in the amount of \$15,526.00, inclusive of the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development (the "Base PILOT").

- (b) For the second tax year, the Partnership shall make annual payments in lieu of taxes to the City in the amount of \$15,526.00 plus three (3%) percent of the Base PILOT, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such was acquired for the Development as described above.
- (c) For all subsequent years, the Partnership shall make annual payment in lieu of taxes to the City in the amount of the previous year's PILOT Payment plus three (3%) percent of the previous year's PILOT Payment, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development as described above.

3. Termination. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons and households of low income, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal (leasehold or fee) and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

4. Default. If any payment agreed to be made by HDFC and Partnership hereunder is not made within thirty (30) days of an applicable Payment Date, the City, by its Treasurer, may make written demand that the HDFC and Partnership pay the required sum or sums, including accrued penalties, and upon failure of HDFC or Partnership for ten (10) days after receipt by them of such written demand to pay their queried sum, then the obligation and liability of HDFC and Partnership shall be the same as upon a promissory note or obligation in default and the City may sue thereon and obtain judgment therefore, and for such purpose HDFC and Partnership hereby irrevocably appoints the Treasurer of the City its attorney-in-fact for the purpose, if the City so elects, of entering a judgment by confession pursuant to the laws of the State of New York for the amount so in default, which amount shall include such penalties or interest as ordinarily apply to the tax bills of the City. HDFC and Partnership hereby ratify any documents for the entry of a judgment by confession hereafter executed by virtue of the power of attorney hereby given. Notwithstanding the foregoing provisions contained in this paragraph, HDFC and Partnership shall have the right to appear in any action brought against it by the City seeking payment as aforesaid, to the extent that HDFC and

Partnership shall always have the right to raise as a defense any or all of the following defenses: the illegality of the tax or taxes imposed.

5. Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. Copies of all notices sent to the Partnership shall be sent to U.S.A. Institutional Tax Credit Fund XL L.P., 599 West Putnam Avenue, Greenwich, Connecticut 06830.

6. Binding on Successors. This Agreement shall inure to the benefit of and shall be binding upon the Taxing Jurisdiction, the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC.

7. Severability. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

8. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

9. Representations and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, bylaw or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. The City represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of City.

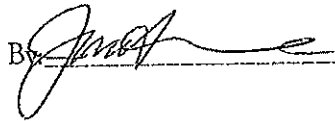
10. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described Property and supercedes all prior contracts, or agreements, whether oral or written, with respect thereto.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its City Manager and its seal is to be hereunto duly affixed and attested; the HDFC has caused this Agreement to be duly executed in its name by its Vice President; and the Partnership has caused this Agreement to be duly executed in its name and behalf by its general partner.

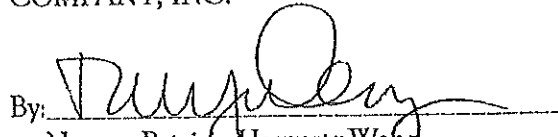
Attest: _____

CITY OF NEWBURGH

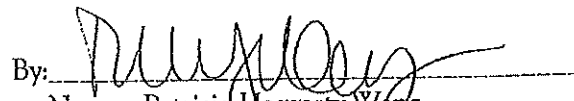
By:  _____

Attest: _____

SAFE HARBORS OF THE HUDSON
HOUSING DEVELOPMENT FUND
COMPANY, INC.

By:  _____
Name: Patricia Haggerty-Werz
Title: Vice President

CORNERSTONE RESIDENCE L.P.
By: SAFE HARBORS OF THE HUDSON
HOUSING DEVELOPMENT FUND
COMPANY, INC., its general partner

By:  _____
Name: Patricia Haggerty-Werz
Title: Vice President

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

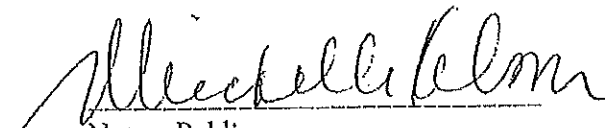
On the 16th day of AUGUST, 2004, before me the undersigned, a Notary Public in and for the State of New York, personally appeared JEAN ANN McGRANE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Geoffrey E. Chanin
Notary Public, State of New York
No. 02CH8078488
Qualified in Orange County
My Commission Expires August 5, 2006

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

On the 12th day of AUGUST, 2004, before me the undersigned, a Notary Public in and for the State of New York, personally appeared PATRICIA HACKETT-WINTZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

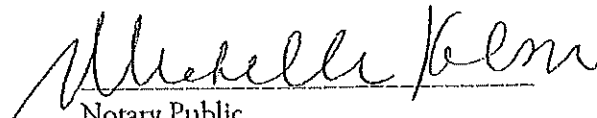
MICHELLE KELSON
Notary Public, State Of New York
Sullivan County Clerk's #2564
Commission Expires: March 20, 2006


Notary Public

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

On the 12th day of AUGUST, 2004, before me the undersigned, a Notary Public in and for the State of New York, personally appeared PATRICIA HACKETT-WINTZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

MICHELLE KELSON
Notary Public, State Of New York
Sullivan County Clerk's #2564
Commission Expires: March 20, 2006


Notary Public

RESOLUTION NO.: 88 - 2004

OF

APRIL 15, 2004

A RESOLUTION CONDITIONALLY AUTHORIZING THE
CITY MANAGER TO ENTER INTO A P.I.L.O.T. AGREEMENT
PROVIDING FOR A REAL PROPERTY TAX EXEMPTION FOR THE
CORNERSTONE RESIDENCE HOUSING DEVELOPMENT PURSUANT
TO SECTION 577(1)(A) OF THE NEW YORK STATE
PRIVATE HOUSING FINANCE LAW

WHEREAS, Safe Harbors of the Hudson Housing Development Fund Company, Inc. (the "HDFC") desires to participate in the rehabilitation and development of one hundred twenty eight (128) residential rental units for persons of low-income on certain real property and improvements thereon located at or near 107-117 Broadway, City of Newburgh, Orange County, New York (the "Development") in order to provide the City of Newburgh with improved, safe, decent and affordable housing; and

WHEREAS, the HDFC is a not-for-profit housing development fund company organized pursuant to Article XI of the New York Private Housing Finance Law (the "PHFL"); and

WHEREAS, it is anticipated that the HDFC will be the record owner of the Development, and a limited partnership organized by the HDFC to be known as Cornerstone Residence, L.P. will be the beneficial owner thereof (the "Beneficial Owner"); and

WHEREAS, Section 577(1)(A) of the PHFL provides that the local legislative body of any municipality in which a project of a housing development fund company is or is to be located may exempt the real property in such project from local and municipal taxes; and

WHEREAS, the current amount of real estate taxes on the real property and improvements comprising the Development is approximately \$4,900.00,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that, subject to the terms and conditions referenced herein, the City hereby exempts the Development from all local and municipal taxes levied or assessed by or on behalf of the City, including, but not limited to City, County and School Taxes, other than assessments for local improvements, to the extent of all of the value of the property and improvements comprising the Development now or hereafter situated thereon. This exemption shall be effective commencing as of the date title to the Development is acquired by the HDFC, as nominee of the Partnership, and

Resolution

shall continue for a period of twenty (20) years thereafter so long as the Development remains in compliance with Article XI of the PHFL; and

BE IT FURTHER RESOLVED, that as a condition of the exemption granted above, the HDFC and the Beneficial Owner shall enter into an agreement with the City (the "PILOT Agreement") which shall require that during the term of the exemption the Beneficial Owner shall make an annual payment in lieu of taxes to the City (the "PILOT Payment") as follows:

(1) for the first tax year following the issuance of all necessary certificates of occupancy for the Development, in the amount of \$15,526.00, which amount is subject to confirmation by the City Comptroller, inclusive of the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development (the "Base PILOT");

(2) for the second tax year, in the amount of \$15,526.00 plus three (3%) percent of the Base PILOT, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such was acquired for the Development as described above; and

(3) for all subsequent years, in the amount of the previous year's PILOT Payment plus three (3%) percent of the previous year's PILOT Payment, which sum shall include the amount of real property taxes payable based on the assessed valuation of real property and improvements thereon at the time such is acquired for the Development as described above, and which PILOT Agreement shall otherwise contain terms and provisions consistent with this Resolution; and

BE IT FURTHER RESOLVED, that the City Manager of the City of Newburgh, on behalf of the City and upon the advice of Corporation Counsel, is hereby authorized to enter into the PILOT Agreement, which PILOT Agreement shall contain such terms and conditions consistent with this Resolution as the Manager of the City may deem necessary or appropriate; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth above to the contrary, neither this Resolution, the exemption granted herein, nor any PILOT Agreement executed by the City shall be considered or otherwise treated as a final action until all requirements of the State Environmental Quality Review Act and the implementing regulations (collectively "SEQRA") have been completed and complied with.

I, Lorena Vitok, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 4/15/04
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 16 day of April, 2004

Lorena Vitok

City Clerk

RESOLUTION NO.: 96 - 2023

OF

MAY 22, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH CORNERSTONE FAMILY HEALTHCARE TO ALLOW
ACCESS TO CITY-OWNED PROPERTY KNOWN AS 151 LIBERTY STREET (SECTION
30, BLOCK 5, LOT 21.1) FOR ACCESS AND EQUIPMENT STAGING RELATED TO
CONSTRUCTION OPERATIONS AT PROPERTY LOCATED AT
100 BROADWAY (SECTION 30, BLOCK 5, LOT 24)**

WHEREAS, Cornerstone Family Healthcare has requested access to a portion of City-owned property known as 151 Liberty Street, being more accurately described as Section 30, Block 5, Lot 21.1 on the official tax map of the City of Newburgh, for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway (Section 30, Block 5, Lot 24); and

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

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Cornerstone Family Healthcare to allow access to City-owned property located at 151 Liberty Street for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway.

LICENSE AND ACCESS, STAGING AND STORAGE AGREEMENT

This License and Access, Staging and Storage Agreement ("Agreement") is entered into this ____ day of _____, 2023 (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and Cornerstone Family Healthcare, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518, and where Licensor and Licensee are collectively referred to herein as the "Parties".

WHEREAS, the Licensee is the owner of property known as 100 Broadway, Newburgh, New York (Section 30, Block 5, Lot 24); and

WHEREAS, the Licensee, including its contractors or agents, proposes to perform construction operations under permit(s) duly authorized and issued by the City of Newburgh at 100 Broadway (hereafter "Property"); and

WHEREAS, for the purpose of conducting such construction operations, Licensee requests access across City-owned property known as 151 Liberty Street, Newburgh, New York (Section 30, Block 5, Lot 21.1) (hereafter "City Property"), as well as the ability to store and stage materials, and the City agrees to provide such access, staging and storage rights to the Licensee on the City Property, subject to the conditions provided below, to allow the Licensee to perform its construction operations at the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access, Staging and Storage. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, a portion of the City Property as more fully outlined in **Exhibit A**, for the purpose of accessing the rear of the Property, and for storing and staging equipment and materials related to Licensee's construction operations on a portion of the City Property (the "Right of Access, Staging and Storage"). Licensee's Right of Access, Staging and Storage applies to Licensee's employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access, Staging and Storage does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.
2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than 6 months from the Execution Date, unless modified by the Parties as set forth in Section 11 of this Agreement.
3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, (a) storing and staging equipment and

materials related to Licensee's construction operations at the Property as listed in Exhibit A (the "Activities").

4. Conditions of Access.

- 4.1. Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to City-owned infrastructure, including but not limited to water, sewer, electrical, and communication utilities. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.
- 4.2. Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section 139-10 Time of Operations, unless otherwise authorized in advance by Licensor in writing.
- 4.3. Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure.
- 4.4. Release of Liability for Environmental Contamination. Licensee shall release the Licensor of any responsibility for environmental contamination that Licensee may cause during construction operations on City Property. Furthermore, Licensee agrees to comply with all current environmental regulations and agrees in general to follow all best management practices while operating on the City Property.
- 4.5. Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for any utility markouts on City Property, if applicable. Licensee further represents that it will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.
- 4.6. Construction Performance Bond. Licensee shall furnish Licensor with a performance bond, in an amount of \$10,000.00, which shall guarantee complete compliance by Licensee with the terms and conditions of this Agreement and the faithful performance of all required obligations. Bonds may be in the form of surety bond, cash, cashier's check, or letter of credit. Surety bonds must be written by a surety company authorized to do business in the State of New York. Bonds will be retained for 120 days after Licensee's notice of the earlier of: (a) completion of Activities; or (b) the expiration of the Term as defined in Section 2. Letter(s) of credit are acceptable provided that it is payable "on demand" by the City.

4.7. Approval of Plans. Not applicable.

4.8. Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project. Any soil disturbances and embankment slopes shall be restored and stabilized.

4.9. Special Considerations Specific to License.

- 4.9.1. Licensee shall not excavate or disturb the site cap on City Property.
- 4.9.2. Licensee shall only utilize the existing curb cut entrance at Liberty Street to access and exit City Property.
- 4.9.3. Contractor is specifically noticed that this License does not authorize access to the adjacent, privately-owned parcel known as 10 Chambers Street.
- 4.9.4. Contractor shall obtain dumpster permit(s) from Licensee pursuant to a separate dumpster permit application to the Department of Public Works.
- 4.9.5. Licensee shall pay to Licensor a non-refundable license fee in the amount of two thousand five hundred and 00/100 dollars (\$2,500.00).

5. Insurance and Bond.

- 5.1. Licensee shall not permit any contractor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensor.
- 5.2. Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.
- 5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than \$2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.
- 5.4. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors and consultants shall provide and

maintain insurances as required by this Section and include the City of Newburgh as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

5.5. Licensors shall require Licensee to furnish a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of this License, including but not limited to restoration efforts contemplated in Section 4.8. Licensors shall have the exclusive right to determine the type and amount of security.

6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the City Property.

7. Representations.

7.1. Licensors.

7.1.1. In consideration of the commitments and obligations made by the Parties in this Agreement, Licensors represents that it has received payment in the amount of one (1) dollar as of the Execution Date.

7.1.2. Licensors represents that it has the power and authority to grant the License and Right of Access, Staging and Storage described in this Agreement. Licensors further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors and consultants that may be contracted by the Licensors to perform any future maintenance or infrastructure work on the City Property, so as to avoid or minimize interference with the Project.

7.1.3. Licensors represents and ensures that Licensee will have access to cross over the City Property and stage and store equipment in designated equipment staging and storage areas on the City Property, which area is shown in Exhibit A, for the purposes set forth in this Agreement. In no case shall any equipment or material block access to any infrastructure (i.e. manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensors.

7.2. Licensee.

7.2.1. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has fully executed access agreements over all other lands as necessary to gain access to the City Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Assignment and Delegation. Licensee may delegate some, or all, of its duties under this Agreement to its contractor, Standback General Contractors, LLC, a domestic limited liability company, having an address of 1161 Little Britain Road, New Windsor, New York 12553. Notwithstanding the above, Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensors.

9. Sale, Lease, or Other Conveyance of City Property. Licensors agree that if any portion of Licensors right, title, or interest in any portion of the City Property is sold, leased, or conveyed, that Licensees Right of Access, Staging and Storage and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licensors agree that Licensees Right of Access, Staging and Storage shall be binding upon all subsequent owners. If, for any reason, Licensors fails to include Licensees Right of Access, Staging and Storage in a subsequent sale, lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.
10. Indemnity. Licensee agrees to indemnify and hold harmless the Licensors from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as "claims") which may be incurred or awarded against the Licensors or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licensors or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licensors for its concurrence. Licensors agree to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensors or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.
11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.
12. Termination. Licensors may terminate this Agreement for cause at any time with 10 days' written notice to Licensee. If Licensors exercises its right to terminate, Licensors agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.
13. General Provisions.
- 13.1. Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
- 13.2. Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

13.3. Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

13.4. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow.]

DRAFT

Signature Page

License Agreement :: City with Cornerstone Family Healthcare

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____

Todd Venning, City Manager
Per Resolution No.:

CORNERSTONE FAMILY HEALTHCARE
LICENSEE

By: _____

Name: David Jolly
Title: President and CEO

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, City Comptroller

SECTION 30 - BLOCK 5 - LOTS 23 & 24
ALSO KNOWN AS 100 BROADWAY
CITY OF NEW YORK
ORANGE COUNTY, NEW YORK

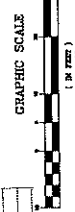
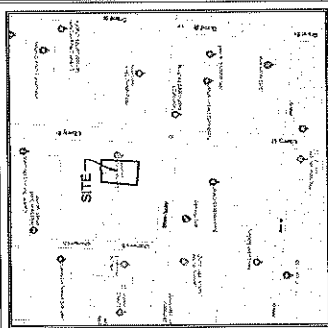
LAN ASSOCIATES
Engineering, Planning, Architecture, Surveying, LLP
225 Madison Avenue, New York, NY 10017
212.691.1000 | 212.691.1001

JAMES P. MAUER, I, P.E.
Professional Engineer
No. 110024

LEGEND	
WATER MAIN	18" WATER MAIN
SEWER MAIN	18" SEWER MAIN
STORM MAIN	18" STORM MAIN
WATER VALVE	WATER VALVE
SEWER VALVE	SEWER VALVE
STORM VALVE	STORM VALVE
WATER METER	WATER METER
SEWER METER	SEWER METER
STORM METER	STORM METER
WATER TANK	WATER TANK
SEWER TANK	SEWER TANK
STORM TANK	STORM TANK
WATER PUMP	WATER PUMP
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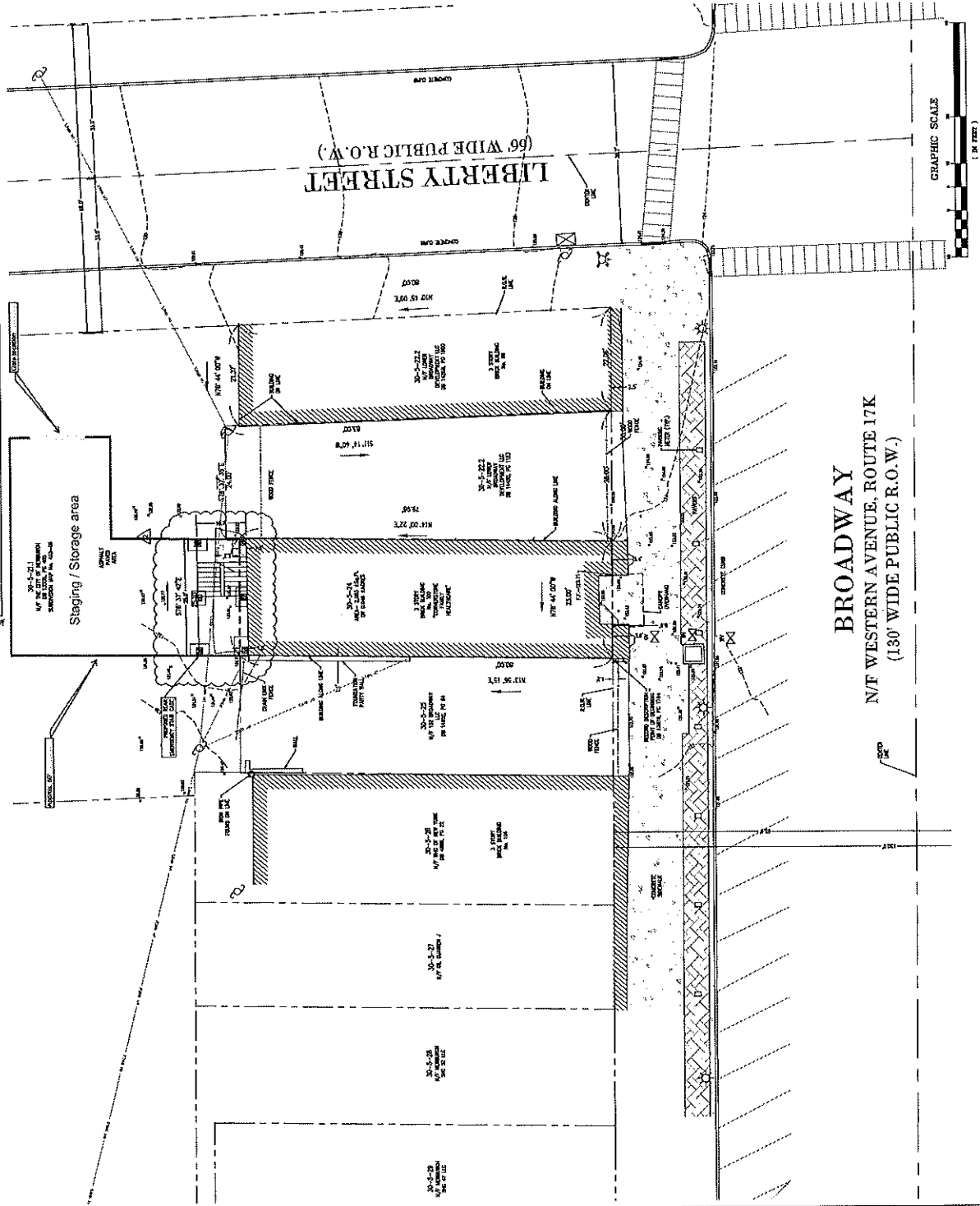
VICINITY MAP
224



BROADWAY
N/F WESTERN AVENUE, ROUTE 17K
(130' WIDE PUBLIC R.O.W.)

LIBERTY STREET
(66' WIDE PUBLIC R.O.W.)

Material / Equipment to be stored within fenced area
- 20 yard dumpster
- LULU
- Skid Steer
- Misc. construction lumber, steel material, etc.



RESOLUTION NO.: 97 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EASEMENT AGREEMENT WITH CORNERSTONE FAMILY HEALTHCARE
RELATED TO CITY-OWNED PROPERTY KNOWN AS 151 LIBERTY STREET
(SECTION 30, BLOCK 5, LOT 21.1) FOR THE CONSTRUCTION, MAINTAINENCE,
AND USE OF A REAR EMERGENCY STAIRCASE FOR PROPERTY LOCATED AT
100 BROADWAY (SECTION 30, BLOCK 5, LOT 24)

WHEREAS, the City of Newburgh is the owner of certain property located at 151 Liberty Street in the City of Newburgh, County of Orange, State of New York (Section 30, Block 5, Lot 21.1); and

WHEREAS, Cornerstone Family Healthcare is the owner of certain property located at 100 Broadway, in the City of Newburgh, County of Orange, State of New York (Section 30, Block 5, and Lot 24); and

WHEREAS, Cornerstone intends to reconstruct, repair and renovate the existing building located on the Cornerstone property at 100 Broadway to operate its healthcare facility and provide vital health care services to City residents; and

WHEREAS, Cornerstone has requested permanent easement rights to a small portion of 151 Liberty Street, for the purpose of constructing, maintaining, and using a rear emergency staircase in service of 100 Broadway, and in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code; and

WHEREAS, this Council has reviewed the annexed Easement Agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached Easement Agreement with Cornerstone Family Healthcare for the purpose of constructing, maintaining, and using a rear emergency staircase in service of property located at 100 Broadway.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the proposed easement area is not required for public use.



Engineering,
Planning,
Architecture,
Surveying LLP

March 10, 2023

Standback General Contractors, LLC
1161 Little Britain Road
New Windsor, NY 12553

Attention: Mr. Dominic Coppola

E-mail: dcoppola@standbackgc.com

Subject: Renovations at Cornerstone Family
Healthcare 100 Broadway
Newburgh, NY
LAN Ref #4.1349.10

Dear Mr. Coppola:

LAN Associates, Engineering, Planning, Architecture, Surveying, LLP (LAN) has determined the above referenced project requires two (2) means of egress at the second and third floors based on Table 1006.3.3 Stories with One Exit or Access to One Exit for Other Occupancies. The second story Group B occupancy exceeds the maximum occupancy of 29 occupants and a third story above grade plane or higher is not permitted to have one (1) exit. Therefore, LAN is providing two (2) means of egress at the second and third floors. The first floor Group B Occupancy is allowed to have one means of egress with a maximum occupant load of 49 which the first floor does not exceed.

Should you have any questions and/or comments, please do not hesitate to contact the undersigned.

Respectfully submitted,

LAN Associates Engineering, Planning,
Architecture, Surveying, LLP

A handwritten signature in black ink, appearing to read "Peter Manouvelos".

Peter Manouvelos, AIA, LEED AP

PM:em/vm P:\100-LAN LLP\1300-1399\1349\1349.10\Admin\Letters\134909L.Coppola031023.docx

cc: Mr. David Jolly (djolly@cornerstonefh.org)
Mr. James Amend (jim@standbackgc.com)
File #4.1349.10

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, by and among the CITY OF NEWBURGH, a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 ("Grantor") and CORNERSTONE FAMILY HEALTHCARE, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is a fee simple owner of certain property located at 151 Liberty Street in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, Lot 21.1 as being more particularly described in the metes and bounds description attached hereto as **Exhibit A** (the "City Property"); and

WHEREAS, the Grantee is a fee simple owner of certain property located at 100 Broadway, in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, and Lot 24, and as being more particularly described in the metes and bounds description attached hereto as **Exhibit B** (the "Cornerstone Property"); and

WHEREAS, the Grantee intends to reconstruct, repair and renovate an existing building located on the Cornerstone Property and operate as its healthcare facility; and

WHEREAS, the Grantee has requested to use and encroach on a small portion of the City Property, for the purpose of constructing, maintaining and utilizing a rear emergency staircase in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code for the perpetual and permanent right of use; and

WHEREAS, the Grantor has agreed to grant to the Grantee a perpetual and permanent right to construct and use a rear emergency staircase on a small portion of the City Property; and

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantors, as owners of the City Property, hereby grant and convey to Grantees, their heirs, successors and assigns a perpetual and permanent easement to allow the construction, maintenance and utilization of a rear emergency staircase (the "Easement Area") as shown on the survey prepared by LAN Associates, dated 10/05/2022 (the "Survey") attached hereto as **Exhibit C** and further described via a metes and bounds description in **Exhibit D**. The Easement Area shall be over that portion of Grantor's property that will be approximately 11 feet wide by 25 feet long and 23.5 feet high. This easement is granted upon the following terms and conditions:

1. Purpose. The easement is granted to allow the construction, maintenance and utilization of the rear emergency staircase and the ability of Grantee to use and access the Easement Area to improve, repair, renovate, and maintain the same. Grantee shall not erect any additional improvements in the Easement Area and shall use the Easement Area only to allow the

encroaching portion of the rear emergency staircase.

2. Maintenance. Upon grant of this easement, Grantee, its successors and assigns, will be solely responsible for the necessary improvements, repair, upkeep and maintenance of their rear emergency staircase within the Easement Area.
3. Terms. The term of the permanent easement shall commence on the effective date of this Agreement and shall run with the land and shall continue in full force and effect unless and until relinquished in writing by Grantee, its successors or assigns.
4. Covenants Running with the Land. The parties to this Agreement acknowledge and agree that this easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.
5. Binding. Grantee has executed the Agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this Agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantee's small portion of the City Property.
6. Costs. Grantee shall, at its sole cost and expense, maintain and keep the Easement Area in good condition and state of repair. Grantee shall periodically inspect, maintain, repair and reconstruct any improvements on the Easement Area to ensure the safe, lawful, and reasonable use of said portion of City Property.
7. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth at the beginning of this Agreement, or to such other address designed in writing to the other parties.
8. Recording. Grantee shall record this Agreement with the Orange County Clerk at its sole cost and expense. Grantor agrees to cooperate in order to facilitate such recording.
9. Choice of Law Venue. This Agreement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of Orange County, New York.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

12. Indemnification. Grantee does hereby indemnify, defend and hold Grantor harmless from any and all claims, losses, or damages which may arise out of the use of the Easement Area, by itself, its guests, invitees, and/or its contractors on the subject properties, which said hold harmless and indemnification shall include indemnifying Grantor from all costs and expenses arising out of such claims including, but not limited to, reasonable attorney fees to defend such claim. Grantee agrees to immediately maintain general liability insurance in reasonable amounts covering the Easement Area.
13. Amendments. This Agreement and any provisions thereof, may not be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act of failure to act on the part of any party hereto but only by an agreement in writing upon consent and signed by the parties hereto, which consent shall not be unreasonably withheld by any party.
14. Severability. If any provision of the foregoing is deemed unenforceable by the final judgment of any court of competent jurisdiction, the balance of the Agreement provisions shall remain in full force and effect.
15. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

(Signature page to follow)

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this easement the day and year first written.

GRANTOR:

THE CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

GRANTEE:

CORNERSTONE FAMILY HEALTHCARE

By: _____
Name: David Jolly
Title: President and Chief Executive Officer

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

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Jolly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return:

John W. Furst, Esq.
Catania, Mahon & Rider, PLLC
641 Broadway, Newburgh, New York 12550

Exhibits A, B, C, and D (attached)

DRAFT

EXHIBIT A

Description of City Property
Section 30, Block 5, Lot 21.1 (151 Liberty Street)

BEING AND INTENDED TO BE the same premises commonly known as 151 Liberty Street, conveyed to the City of Newburgh in a certain deed dated April 22, 2013 made by Richard F. Herbek, individually, and recorded in the office of the Orange County Clerk, in Liber 13556 of Deeds at page 405 on May 2, 2013.

SAID PREMISES ARE ALSO MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

All that certain plot, piece or parcel of land lying in the City of Newburgh, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly bounds of Liberty Street at the northeast corner of lands of 96 Broadway LLC (Tax lot 30-5-22); running thence, North 77 degrees 03 minutes 40 seconds West 21.17 feet to a point; thence, North 11 degrees 05 minutes 13 seconds East 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 24.00 feet to a point; thence, South 11 degrees 05 minutes 13 seconds West 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 50.78 feet to a point; thence, North 13 degrees 19 minutes 57 seconds East 9.98 feet to point; thence, North 77 degrees 03 minutes 40 seconds West 4.63 feet to a point; thence North 10 degrees 31 minutes 30 seconds East 90.00 feet along the newly created lot to a point; thence, South 77 degrees 04 minutes 00 seconds East 100.09 feet to a point the westerly bounds of Liberty Street; thence, South 10 degrees 31 minutes 30 seconds West 100.00 feet along the westerly bounds of Liberty Street to the point or place of BEGINNING.

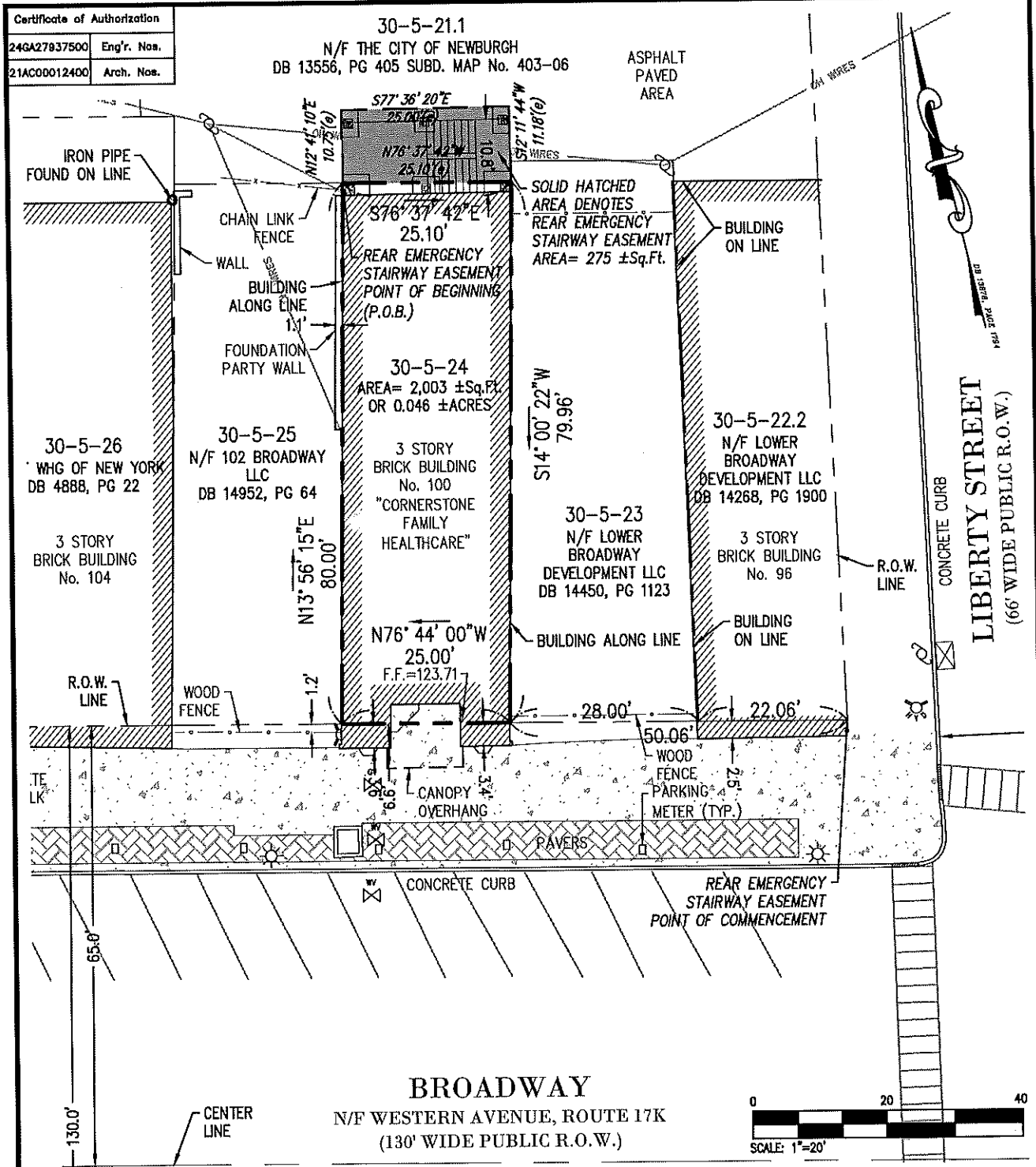
Containing 9,884 square feet or 0.23 acres of land, more or less.

EXHIBIT B

Description of Cornerstone Property

Section 30, Block 5 Lot 24 (100 Broadway)

BEGINNING at a point on the northerly side of Broadway, said point being on the division line between lands now or formerly of Denisar on the west, and the parcel herein described on the east; thence along said division line North 13 degrees 56' 15" East 80.00 feet to a point; thence along lands of The Newburgh Elks South 76 degrees 37' 42" East 25.10 feet to a point; North 14 degrees 44' 00" East 24.00 feet to a point; thence along lands now or formerly of Newburgh Community Action South 11 degrees 14' 40" West 83.00 feet to a point; thence along the aforesaid side of Broadway North 76 degrees 44' 00" West 53.00 feet to the point or place of beginning.





LAN ASSOCIATES

SINCE 1965

ENGINEERING ■ PLANNING ■ ARCHITECTURE ■ SURVEYING, INC.
445 GODWIN AVENUE, MIDLAND PARK, NEW JERSEY 07432

P. 201-447-6400 ■ F. 201-447-1233 ■ WWW.LAN-NJ.COM

Exhibit D - Metes and Bounds

**REAR EMERGENCY STAIRWAY EASEMENT LEGAL DESCRIPTION
LOCATED INSIDE SECTION 30 – BLOCK 5 – LOT 21.1
FOR THE BENEFIT OF SECTION 30 – BLOCK 5 – LOT 24
ALSO KNOWN AS 100 BROADWAY, CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK
LAN JOB #4.1349.10**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 24, SAID POINT BEING LOCATED THE FOLLOWING TWO (2) BEARINGS AND DISTANCES FROM THE INTERSECTION FORMED BY THE NORTHERLY SIDE OF BROADWAY (APPROXIMATE 130 FEET WIDE PUBLIC RIGHT OF WAY) WITH THE WESTERLY SIDE OF LIBERTY STREET (66 FEET WIDE PUBLIC RIGHT OF WAY):

- A. ALONG THE NORTHERLY SIDE OF BROADWAY NORTH 76 DEGREES 44 MINUTES 00 SECONDS WEST, 75.06 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF LOT 24; THENCE
 - B. ALONG THE WESTERLY SIDE OF LOT 24 NORTH 13 DEGREES 56 MINUTES 15 SECONDS EAST, 80.00 FEET TO THE POINT OF BEGINNING; RUNNING THENCE
1. ALONG INSIDE LOT 21.1 THE FOLLOWING THREE (3) BEARINGS AND DISTANCES: NORTH 12 DEGREES 41 MINUTES 10 SECONDS EAST, 10.75 FEET TO A POINT; THENCE
 2. SOUTH 77 DEGREES 36 MINUTES 20 SECONDS EAST, 25.00 FEET TO A POINT; THENCE
 3. SOUTH 12 DEGREES 11 MINUTES 44 SECONDS WEST, 11.18 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LOT 24; THENCE
 4. ALONG THE NORTHERLY SIDE OF LOT 24 NORTH 76 DEGREES 37 MINUTES 42 SECONDS WEST, 25.10 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 275 +/- Sq. Ft., OR 0.0063 +/- ACRES

SUBJECT TO AN ACCURATE TITLE SEARCH

SUBJECT TO EASEMENTS AND DOCUMENTS OF RECORD.

PURSUANT A MAP ENTITLED "PROPOSED REAR EMERGENCY STAIRWAY EASEMENT, SECTION 30 BLOCK 5 LOT 24" DRAWING No. E.01 PERFORMED BY LAN ASSOCIATES, ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING, LLP, MATTHEW M. WEBB, PLS LIC. No. 050851-1, MAP DATED MAY 3, 2023.

THE SURVEY BASIS OF BEARING FOR THIS DESCRIPTION IS THE SAME CONTAINED IN DEED BOOK 13878, PAGE 1794.

MATTHEW M. WEBB, PLS
License No. 050851-1
MAY 3, 2023



Engineering,
Planning,
Architecture,
Surveying LLP

March 10, 2023

Standback General Contractors, LLC
1161 Little Britain Road
New Windsor, NY 12553

Attention: Mr. Dominic Coppola

E-mail: dcoppola@standbackgc.com

Subject: Renovations at Cornerstone Family
Healthcare 100 Broadway
Newburgh, NY
LAN Ref #4.1349.10

Dear Mr. Coppola:

LAN Associates, Engineering, Planning, Architecture, Surveying, LLP (LAN) has determined the above referenced project requires two (2) means of egress at the second and third floors based on Table 1006.3.3 Stories with One Exit or Access to One Exit for Other Occupancies. The second story Group B occupancy exceeds the maximum occupancy of 29 occupants and a third story above grade plane or higher is not permitted to have one (1) exit. Therefore, LAN is providing two (2) means of egress at the second and third floors. The first floor Group B Occupancy is allowed to have one means of egress with a maximum occupant load of 49 which the first floor does not exceed.

Should you have any questions and/or comments, please do not hesitate to contact the undersigned.

Respectfully submitted,

LAN Associates Engineering, Planning,
Architecture, Surveying, LLP

A handwritten signature in black ink, appearing to read "Peter Manouvelos".

Peter Manouvelos, AIA, LEED AP

PM:em/vm P:\100-LAN LLP\1300-1399\1349\1349.10\Admin\Letters\134909LCoppola031023.docx

cc: Mr. David Jolly (djolly@cornerstonefh.org)
Mr. James Amend (jim@standbackgc.com)
File #4.1349.10

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, by and among the CITY OF NEWBURGH, a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 ("Grantor") and CORNERSTONE FAMILY HEALTHCARE, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is a fee simple owner of certain property located at 151 Liberty Street in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, Lot 21.1 as being more particularly described in the metes and bounds description attached hereto as **Exhibit A** (the "City Property"); and

WHEREAS, the Grantee is a fee simple owner of certain property located at 100 Broadway, in the City of Newburgh, County of Orange, State of New York, identified as Section 30, Block 5, and Lot 24, and as being more particularly described in the metes and bounds description attached hereto as **Exhibit B** (the "Cornerstone Property"); and

WHEREAS, the Grantee intends to reconstruct, repair and renovate an existing building located on the Cornerstone Property and operate as its healthcare facility; and

WHEREAS, the Grantee has requested to use and encroach on a small portion of the City Property, for the purpose of constructing, maintaining and utilizing a rear emergency staircase in accordance with the requirements of the New York State Uniform Fire Prevention and Building Code for the perpetual and permanent right of use; and

WHEREAS, the Grantor has agreed to grant to the Grantee a perpetual and permanent right to construct and use a rear emergency staircase on a small portion of the City Property; and

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantors, as owners of the City Property, hereby grant and convey to Grantees, their heirs, successors and assigns a perpetual and permanent easement to allow the construction, maintenance and utilization of a rear emergency staircase (the "Easement Area") as shown on the survey prepared by LAN Associates, dated 10/05/2022 (the "Survey") attached hereto as **Exhibit C** and further described via a metes and bounds description in **Exhibit D**. The Easement Area shall be over that portion of Grantor's property that will be approximately 11 feet wide by 25 feet long and 23.5 feet high. This easement is granted upon the following terms and conditions:

1. Purpose. The easement is granted to allow the construction, maintenance and utilization of the rear emergency staircase and the ability of Grantee to use and access the Easement Area to improve, repair, renovate, and maintain the same. Grantee shall not erect any additional improvements in the Easement Area and shall use the Easement Area only to allow the

encroaching portion of the rear emergency staircase.

2. Maintenance. Upon grant of this easement, Grantee, its successors and assigns, will be solely responsible for the necessary improvements, repair, upkeep and maintenance of their rear emergency staircase within the Easement Area.
3. Terms. The term of the permanent easement shall commence on the effective date of this Agreement and shall run with the land and shall continue in full force and effect unless and until relinquished in writing by Grantee, its successors or assigns.
4. Covenants Running with the Land. The parties to this Agreement acknowledge and agree that this easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.
5. Binding. Grantee has executed the Agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this Agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantee's small portion of the City Property.
6. Costs. Grantee shall, at its sole cost and expense, maintain and keep the Easement Area in good condition and state of repair. Grantee shall periodically inspect, maintain, repair and reconstruct any improvements on the Easement Area to ensure the safe, lawful, and reasonable use of said portion of City Property.
7. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth at the beginning of this Agreement, or to such other address designed in writing to the other parties.
8. Recording. Grantee shall record this Agreement with the Orange County Clerk at its sole cost and expense. Grantor agrees to cooperate in order to facilitate such recording.
9. Choice of Law Venue. This Agreement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of Orange County, New York.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

12. Indemnification. Grantee does hereby indemnify, defend and hold Grantor harmless from any and all claims, losses, or damages which may arise out of the use of the Easement Area, by itself, its guests, invitees, and/or its contractors on the subject properties, which said hold harmless and indemnification shall include indemnifying Grantor from all costs and expenses arising out of such claims including, but not limited to, reasonable attorney fees to defend such claim. Grantee agrees to immediately maintain general liability insurance in reasonable amounts covering the Easement Area.
13. Amendments. This Agreement and any provisions thereof, may not be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act of failure to act on the part of any party hereto but only by an agreement in writing upon consent and signed by the parties hereto, which consent shall not be unreasonably withheld by any party.
14. Severability. If any provision of the foregoing is deemed unenforceable by the final judgment of any court of competent jurisdiction, the balance of the Agreement provisions shall remain in full force and effect.
15. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

(Signature page to follow)

Record and Return:

John W. Furst, Esq.
Catania, Mahon & Rider, PLLC
641 Broadway, Newburgh, New York 12550

Exhibits A, B, C, and D (attached)

DRAFT

EXHIBIT A

Description of City Property
Section 30, Block 5, Lot 21.1 (151 Liberty Street)

BEING AND INTENDED TO BE the same premises commonly known as 151 Liberty Street, conveyed to the City of Newburgh in a certain deed dated April 22, 2013 made by Richard F. Herbek, individually, and recorded in the office of the Orange County Clerk, in Liber 13556 of Deeds at page 405 on May 2, 2013.

SAID PREMISES ARE ALSO MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

All that certain plot, piece or parcel of land lying in the City of Newburgh, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly bounds of Liberty Street at the northeast corner of lands of 96 Broadway LLC (Tax lot 30-5-22); running thence, North 77 degrees 03 minutes 40 seconds West 21.17 feet to a point; thence, North 11 degrees 05 minutes 13 seconds East 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 24.00 feet to a point; thence, South 11 degrees 05 minutes 13 seconds West 3.00 feet to a point; thence, North 77 degrees 03 minutes 40 seconds West 50.78 feet to a point; thence, North 13 degrees 19 minutes 57 seconds East 9.98 feet to point; thence, North 77 degrees 03 minutes 40 seconds West 4.63 feet to a point; thence North 10 degrees 31 minutes 30 seconds East 90.00 feet along the newly created lot to a point; thence, South 77 degrees 04 minutes 00 seconds East 100.09 feet to a point the westerly bounds of Liberty Street; thence, South 10 degrees 31 minutes 30 seconds West 100.00 feet along the westerly bounds of Liberty Street to the point or place of BEGINNING.

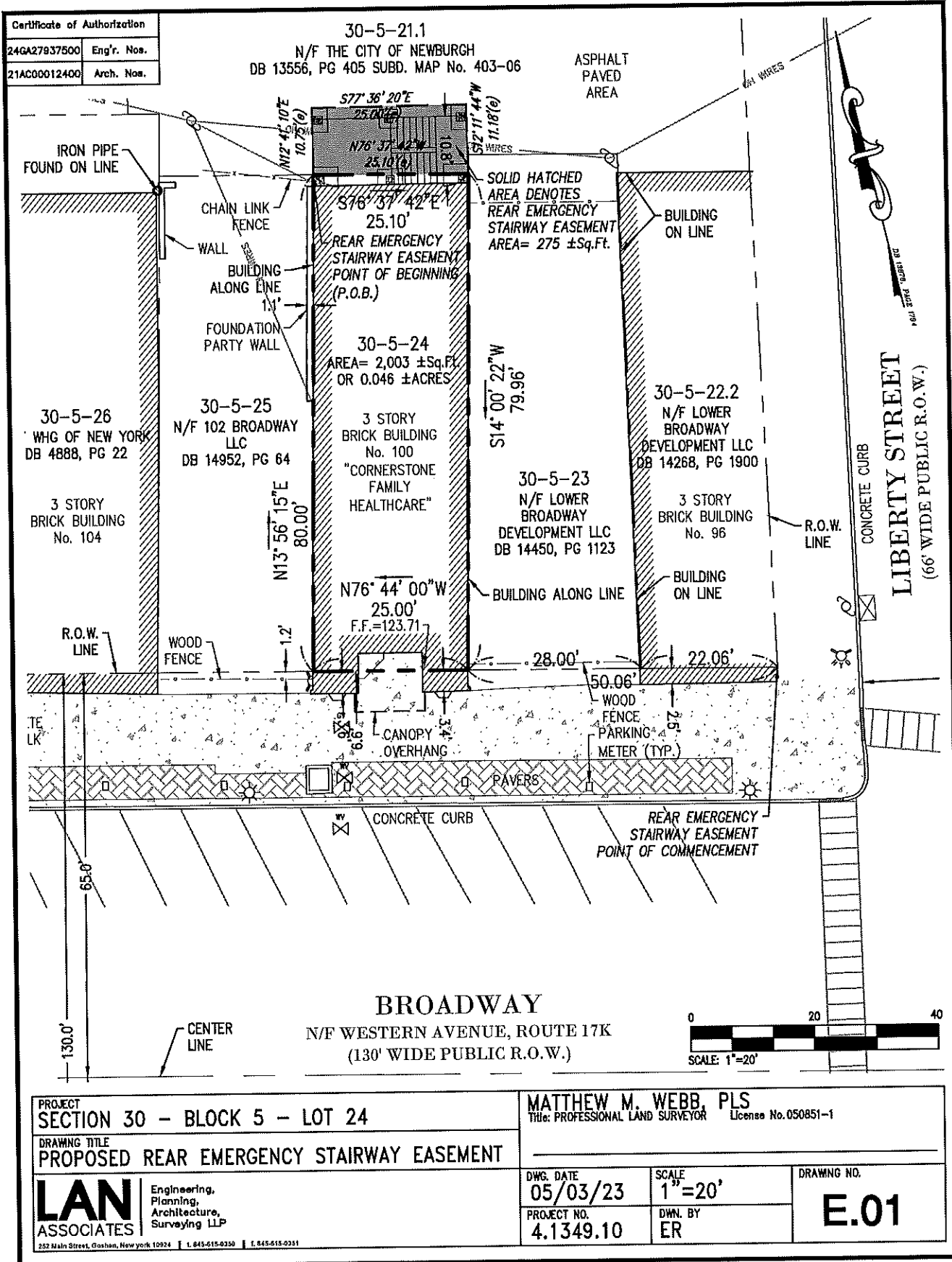
Containing 9,884 square feet or 0.23 acres of land, more or less.

EXHIBIT B

Description of Cornerstone Property

Section 30, Block 5 Lot 24 (100 Broadway)

BEGINNING at a point on the northerly side of Broadway, said point being on the division line between lands now or formerly of Denisar on the west, and the parcel herein described on the east; thence along said division line North 13 degrees 56' 15" East 80.00 feet to a point; thence along lands of The Newburgh Elks South 76 degrees 37' 42" East 25.10 feet to a point; North 14 degrees 44' 00" East 24.00 feet to a point; thence along lands now or formerly of Newburgh Community Action South 11 degrees 14' 40" West 83.00 feet to a point; thence along the aforesaid side of Broadway North 76 degrees 44' 00" West 53.00 feet to the point or place of beginning.





LAN ASSOCIATES

SINCE 1965

ENGINEERING ■ PLANNING ■ ARCHITECTURE ■ SURVEYING, INC.
445 GODWIN AVENUE, MIDLAND PARK, NEW JERSEY 07432

P. 201-447-6400 ■ F. 201-447-1233 ■ WWW.LAN-NJ.COM

Exhibit D - Metes and Bounds

**REAR EMERGENCY STAIRWAY EASEMENT LEGAL DESCRIPTION
LOCATED INSIDE SECTION 30 – BLOCK 5 – LOT 21.1
FOR THE BENEFIT OF SECTION 30 – BLOCK 5 – LOT 24
ALSO KNOWN AS 100 BROADWAY, CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK
LAN JOB #4.1349.10**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 24, SAID POINT BEING LOCATED THE FOLLOWING TWO (2) BEARINGS AND DISTANCES FROM THE INTERSECTION FORMED BY THE NORTHERLY SIDE OF BROADWAY (APPROXIMATE 130 FEET WIDE PUBLIC RIGHT OF WAY) WITH THE WESTERLY SIDE OF LIBERTY STREET (66 FEET WIDE PUBLIC RIGHT OF WAY):

- A. ALONG THE NORTHERLY SIDE OF BROADWAY NORTH 76 DEGREES 44 MINUTES 00 SECONDS WEST, 75.06 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF LOT 24; THENCE
 - B. ALONG THE WESTERLY SIDE OF LOT 24 NORTH 13 DEGREES 56 MINUTES 15 SECONDS EAST, 80.00 FEET TO THE POINT OF BEGINNING; RUNNING THENCE
-
- 1. ALONG INSIDE LOT 21.1 THE FOLLOWING THREE (3) BEARINGS AND DISTANCES: NORTH 12 DEGREES 41 MINUTES 10 SECONDS EAST, 10.75 FEET TO A POINT; THENCE
 - 2. SOUTH 77 DEGREES 36 MINUTES 20 SECONDS EAST, 25.00 FEET TO A POINT; THENCE
 - 3. SOUTH 12 DEGREES 11 MINUTES 44 SECONDS WEST, 11.18 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LOT 24; THENCE
 - 4. ALONG THE NORTHERLY SIDE OF LOT 24 NORTH 76 DEGREES 37 MINUTES 42 SECONDS WEST, 25.10 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 275 +/- Sq. Ft., OR 0.0063 +/- ACRES

SUBJECT TO AN ACCURATE TITLE SEARCH

SUBJECT TO EASEMENTS AND DOCUMENTS OF RECORD.

PURSUANT A MAP ENTITLED "PROPOSED REAR EMERGENCY STAIRWAY EASEMENT, SECTION 30 BLOCK 5 LOT 24" DRAWING No. E.01 PERFORMED BY LAN ASSOCIATES, ENGINEERING, PLANNING, ARCHITECTURE, SURVEYING, LLP, MATTHEW M. WEBB, PLS LIC. No. 050851-1, MAP DATED MAY 3, 2023.

THE SURVEY BASIS OF BEARING FOR THIS DESCRIPTION IS THE SAME CONTAINED IN DEED BOOK 13878, PAGE 1794.

MATTHEW M. WEBB, PLS
License No. 050851-1
MAY 3, 2023

RESOLUTION NO.: 98 - 2023

OF

MAY 22, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2023 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$17,000.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2023 covering the period April 1, 2023 through August 31, 2025; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 20 vests at a total cost of \$17,000.00 and a fifty (50%) percent match in the amount of \$8,500.00 is to be paid out of Police funds A.3120.0417; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2023 Bulletproof Vest Partnership in the amount of \$17,000.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 99-2023

OF

MAY 22, 2023

**A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK
TO ADD FOUR DISPATCHER POSITIONS IN THE POLICE DEPARTMENT**

WHEREAS, the Police Commissioner proposes to add four Dispatcher positions to promote efficiency in the Police Department; and

WHEREAS, the addition of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2023; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to add four Dispatcher positions in the Police Department.

RESOLUTION NO.: 100-2023

OF

MAY 22, 2023

**A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK
TO MOVE ONE LIEUTENANT AND ONE DETECTIVE SERGEANT POSITION AND
ADD TWO DETECTIVE POSITIONS IN THE POLICE DEPARTMENT**

WHEREAS, the Police Commissioner proposes to move one Lieutenant position from CG 3120 to A3120; move one Sergeant position from A3120 to CG 3120 and designate the position as Detective Sergeant; and add 2 Detective positions in CG3120 to promote efficiency in the Police Department; and

WHEREAS, the change and addition of the positions in CG 3120 is expected to be funded by the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") grant program and the change in A3120 will be funded by the General Fund; and

WHEREAS, the proposed change and addition of positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2023; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to move one Lieutenant position from CG 3120 to A3120; move one Sergeant position from A3120 to CG 3120 and designate the position as Detective Sergeant; and add 2 Detective positions to CG3120 in the Police Department.

RESOLUTION NO.: 101-2023

OF

MAY 22, 2023

**A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK
TO ADD ONE ACCOUNT CLERK POSITION AND DELETE ONE CLERK POSITION
IN THE CODE COMPLIANCE BUREAU**

WHEREAS, the Fire Chief proposes to delete one Clerk position and add one Account Clerk position to promote efficiency in the Code Compliance Bureau; and

WHEREAS, the change in job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2023; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended to delete one Clerk position and add one Account Clerk position in the Code Compliance Bureau.

RESOLUTION NO.: 102 - 2023

OF

MAY 22, 2023

A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT ASSEMBLY BILL A7135-A AND SENATE BILL S6918-A
AUTHORIZING THE CITY OF NEWBURGH TO ADD
UNPAID HOUSING CODE VIOLATION PENALTIES, COSTS AND FINES
TO THE CITY'S ANNUAL TAX LEVY

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Assembly Bill A7135-A and Senate Bill S6918-A, a copy of which is annexed hereto, to amend the section 903 of the real property tax law to authorize the City of Newburgh to add unpaid, housing code penalties, costs and fines to the City's tax levy; the same as being in the best interests of the City of Newburgh.

RESOLUTION NO.: 103 - 2023

OF

MAY 22, 2023

**A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT ASSEMBLY BILL A7265A AND SENATE BILL S6917A
REQUIRING A PETITION IN A SUMMARY PROCEEDING TO RECOVER
POSSESSION OF REAL PROPERTY IN THE CITY OF NEWBURGH
TO ALLEGE PROOF OF COMPLIANCE WITH LOCAL LAWS
REQUIRING RENTAL RESIDENTIAL PROPERTY REGISTRATION AND LICENSURE**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Assembly Bill A7265A and Senate Bill S6917A, a copy of which is annexed hereto, to amend the section 741 of the real property actions and proceedings law to require a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure.

RESOLUTION NO.: 104 - 2023

OF

MAY 22, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ACCEPTING PARTS II AND III OF THE FULL ENVIRONMENTAL ASSESSMENT FORM
AND ISSUING A NEGATIVE DECLARATION, BOTH PURSUANT TO THE
STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO
THE ADOPTION OF AN AMENDMENT TO CHAPTER 300 ENTITLED "ZONING" OF
THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh proposes the adoption of an amendment to Chapter 300, entitled "Zoning", of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, by Resolution No. 75-2023, the City Council of the City of Newburgh declared itself Lead Agency and classified the project as a Type I action in accordance with the State Environmental Quality Review Act ("SEQRA") with respect to the proposed zoning amendment; and

WHEREAS, the City of Newburgh has taken a full look at the environmental impacts of adopting the proposed amendment and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, in compliance with SEQRA, the City Council of the City of Newburgh accepts Parts II and III of the Full Environmental Assessment Form, and hereby issues a Negative Declaration for the proposed zoning amendment, both in accordance with SEQRA requirements.

RESOLUTION NO.: 75 - 2023

OF

APRIL 24, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY AND DECLARING THE MATTER
A TYPE I ACTION, BOTH PURSUANT TO THE STATE ENVIRONMENTAL QUALITY
REVIEW ACT ("SEQRA"), WITH RESPECT TO THE ADOPTION OF A REVISION
TO CHAPTER 300 ENTITLED "ZONING" OF THE
CODE OF ORDINANCES OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh proposes the adoption of a revision, to Chapter 300, entitled "Zoning", of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the proposed revision in compliance with the terms of New York State law and hereby wishes to review the project in accordance with the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, by Resolution No. 40-2023 of March 13, 2023, in compliance with the SEQRA process, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, and accept as complete a Full Environmental Assessment Form ("FEAF"), as well as refer the proposed revision to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and all other interested or involved agencies; and

WHEREAS, the City Council has received no objections from any interested or involved agencies to the City Council's intent to act as Lead Agency pursuant to SEQRA for the proposed revisions; and

NOW, THEREFORE, BE IT RESOLVED, in compliance with the SEQRA process, the City Council of the City of Newburgh declares itself to be Lead Agency for environmental review of the action, and declares the proposed revision a Type I action.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 4/24/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25th day of Apr. 20 23

Katrina Cotten
Deputy City Clerk

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

Agency Use Only [If applicable]

Project : City of Newburgh Zoning Update, 2023

Date : May 22, 2023

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features

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

☒ NO☐ YES

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

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

3. Impacts on Surface Water

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

☒ NO☐ YES

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

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

1. Other impacts: _____		☐	☐
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

If "Yes", answer questions a - h. If "No", move on to Section 5.

☒ NO

☐ YES

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

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

(See Part 1. E.2)

If "Yes", answer questions a - g. If "No", move on to Section 6.

☒ NO

☐ YES

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

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

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

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

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

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

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

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

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.

(See Part 1. C.2.c, E.1.c., E.2.q.)

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

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)

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

☒ NO

☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☒ NO☐ YES

If "Yes", answer questions a - f. If "No", go to Section 14.

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

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☒ NO☐ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☒ NO☐ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

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

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

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

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐		
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐		
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐		
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐		
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐		
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐		
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐		
h. Other: _____		☐	☐		

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐		
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐		
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐		
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐		
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐		
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐		
g. Other impacts: _____		☐	☐		

1. INTRODUCTION

This document constitutes the “Reasons Supporting This Determination” portion of Part 3 of the Full Environmental Assessment Form (“FEAF”) for the 2023 City of Newburgh Zoning Code amendment. This Part 3 of the FEAF provides additional information to assist the Newburgh City Council, as Lead Agency under the State Environmental Quality Review Act (“SEQRA”) (6 NYCRR Part 617), to make a determination on whether the Proposed Action will have significant adverse environmental impacts. This EAF was prepared pursuant to all SEQRA regulations and includes sufficient information for the City Council to make a reasoned determination on environmental significance. Adoption of Zoning Code Amendments and Zoning Map are considered a Type I action under the State Environmental Quality Review Act (SEQRA).

The Proposed Action is intended to acknowledge and incorporate Cannabis, Cannabis-related business types, and Cannabis-related uses into Chapter 300 of the Newburgh City Code, all in accordance with the Cannabis Law of the State of New York. The proposed amendment would take effect city-wide, though the proposed actions have application in limited, specific geographic locations.

Additional SEQRA review will be required for individual parcel development applications seeking approvals from the City, in accordance with the existing zoning rules and proposed zoning amendments, should they be adopted. This environmental review analyzes the potential generic impacts associated with the proposed action and generic development projected that occurs under the proposed action, not any potential impacts specific to site conditions associated with future development applications.

The Proposed Action comprises the following actions being considered by the Newburgh City Council, acting as Lead Agency under SEQRA:

- Amend existing Zoning Code

a. DESCRIPTION OF THE PROCESS

The process to amend the Zoning Code began in late 2022 in anticipation of New York State’s adoption of the Cannabis Law, and rules and regulations promulgated by the Cannabis Control Board, to allow for cannabis-related businesses to operate in New York State.

b. PURPOSE AND NEED

The City of Newburgh welcomed the opportunity for cannabis-related businesses to operate within its municipal boundary. As a result, the City of Newburgh did not pass a local law seeking to opt-out of prohibiting adult-use cannabis retail dispensaries and/or on-site consumption businesses before December 31, 2021. The purpose and need of the

proposed zoning change is to establish reasonable zoning measures related to the health, safety, and welfare of its residents and business owners as it relates to cannabis-related uses and businesses.

2. EXISTING CONDITIONS

a. PLANNING BACKGROUND

In its last major zoning code adoption in 2015, the City of Newburgh prepared numerous planning documents and studies to guide growth and development City-wide including:

- Plan-It Newburgh Sustainable Master Plan (2008)
- Future Land Use Plan (2011)
- Pace Streamlining Newburgh's Land Use Process Final Recommendations (2012)
- Local Waterfront Revitalization Program (LWRP) (2008 Draft, Locally Adopted in 2018)
- Newburgh Waterfront Charette (2007)
- Liberty-Grand Street Heritage Corridor (2007)
- Liberty Street Corridor Commercial Implementation Strategy, Newburgh 2020 (2009)

In addition, several regional planning studies and reports helped shape the Zoning Code adoption in 2015, including:

- Newburgh Area Transportation and Land Use Study (2012)
- Orange County Design Manual (Adopted by Orange County, 2011)

The City of Newburgh zoning code adoption in 2015 acts as a comprehensive set of regulations that governs land use within the City.

b. EXISTING LAND USE PATTERNS AND ZONING

The City contains a broad mix of residential, commercial, industrial, institutional, and open space uses. Most of the lower density residential uses are focused north of Broadway and west of State Route 9W, while the eastern portion of the City tends to have more dense residential uses. The Broadway corridor, which serves as the City's commercial spine, includes a variety of retail, service, restaurant and other commercial uses and many mixed-use parcels. The same is true along much of Liberty and Grand Street. Much of the waterfront also includes a variety of retail, service, restaurant and other commercial uses.

c. POPULATION TRENDS

According to the U.S. Census, Newburgh's population peaked at 31,956 in 1950. Over the next 30 years, the City's population decreased by more than 28 percent to a low of 22,863 in 1980. Since then, Newburgh's population has increased by roughly 6,000 persons (26

percent), to 28,856 according to the 2020 Census. The current level of Newburgh's population is approximately 10 percent lower than its 1950 peak.

3. DESCRIPTION OF THE PROPOSED ACTION

The Proposed Action would acknowledge and incorporate Cannabis, Cannabis-related business types, and Cannabis-related uses into Chapter 300 of the Newburgh City Code, all in accordance with the Cannabis Law of the State of New York. The Proposed Action for purposes of environmental review comprises the following actions being considered by the City Council of the City of Newburgh, acting as Lead Agency pursuant to SEQRA:

- Adoption of the Proposed Zoning Amendments - Revisions to Chapter 300 (including the Schedule of Bulk, Area, and Parking Regulations and Schedule of Uses, and Form-Based Code Component).

4. POTENTIAL ENVIRONMENTAL IMPACTS OF THE PROPOSED ACTION

There are no significant environmental impacts – either potential or actual – as a result of the proposed action.

5. CUMULATIVE IMPACTS

The State Environmental Quality Review Act (SEQRA) requires that the cumulative impacts of one or several actions be considered together. The Proposed Action contains revisions to land development regulations that, when taken together, are de minimis in nature. The potential effect on the environment from these amendments would not result in impacts when considered independently or cumulatively. The cumulative impact of the amendments is to bring land use regulation into accord with Newburgh's current planning documents and studies as well as development practice given the conditions within the City of Newburgh. Given the mandate to protect the community character and environmental quality of the City of Newburgh, the City's approach to zoning and environmental regulation is justified and in keeping with the objectives of the City's Land Use Plan and other local and regional planning principles.

6. CONCLUSION

The Proposed Action is consistent with the City's desired planning goals and land use patterns. The Proposed Action would not result in significant adverse environmental impacts. The adoption of the Proposed Action would continue a clear, feasible, and beneficial path for future development within the City.

ORDINANCE NO.: 3 - 2023

OF

MAY 22, 2023

AN ORDINANCE AMENDING CHAPTER 300 ENTITLED "ZONING" OF
THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

SECTION 1. Amendment

WHEREAS, by Ordinance No. 10-2015 of July 13, 2015, the City Council of the City of Newburgh adopted Chapter 300 of the Code of the City of Newburgh entitled "Zoning", as well as zoning map of the City of Newburgh; and

WHEREAS, on March 31, 2021, The Marihuana Regulation & Taxation Act (MRTA) was signed into law, which among other things permitted the issuance of licenses for businesses to participate in New York's commercial, retail, and adult-use on-site consumption cannabis industries; and

WHEREAS, in 2022, the City of Newburgh began to draft changes to its zoning code in a manner that would accommodate the establishment of such businesses in the City of Newburgh while protecting the health, safety, and welfare of its residents and businesses; and

WHEREAS, City staff presented a draft zoning code amendment to the City Council on March 13, 2023 to identify zoning districts where commercial, retail, and adult-use on-site consumption cannabis industries would be allowed to operate; and

WHEREAS, after due notice, this Council held public hearings on the draft zoning code revision at regular meetings of the City Council on March 27, 2023 and May 8, 2023; and

WHEREAS, in compliance with the State Environmental Quality Review Act ("SEQRA"), the City Council of the City of Newburgh declared its intent to assume Lead Agency status, to classify the project as a Type I action, to accept as complete a Full Environmental Assessment Form ("FEAF"), and refer the proposed zoning amendment to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and other interested and involved agencies on or about March 13, 2023; and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh declared itself to be Lead Agency for the environmental review of the action, declared the proposed action a Type I action pursuant to SEQRA, accepted Parts 2 and 3 of the FEAF, and issued a Negative Declaration pursuant to SEQRA; and

WHEREAS, this Council having duly reviewed the draft zoning code amendment, the FEAF, and all public comments received in this matter;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 300 of the Code of Ordinances of the City of Newburgh, entitled "Zoning" is hereby amended as annexed hereto in Schedule A, as follows, and is made a part hereof; and

BE IT FURTHER ORDAINED, by the Council of the City of Newburgh, New York that the Schedule of Use Regulations and the Schedule of Bulk, Area and Parking Regulations found in Chapter 300 of the Code of Ordinances of the City of Newburgh, are hereby amended and annexed hereto in Schedule B, as follows, and is made a part hereof.

SECTION 2. Severability.

The provisions of this Ordinance are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity.

The invalidity of any provision of this Ordinance shall not affect the validity of any other provision of this Ordinance that can be given effect without such invalid provision.

SECTION 5. This ordinance shall take effect immediately.

SCHEDULE A

(ZONING TEXT)

PROPOSED CHANGES
CHAPTER 300 (ZONING) OF CITY OF NEWBURGH CODE OF ORDINANCES

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

A. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural the singular. The word "shall" is intended to be mandatory, while "should" is not; and "occupied" or "used" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied." In general, this chapter uses the word "permitted" to describe an action that requires a permit and "allowed" when a permit is not required.

B. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

ACTIVITY FACILITY — A business which, for compensation, offers indoor recreational activities, such as dance, martial arts, arts and crafts, musical or theatrical instruction, children's gyms and play centers, and other places of public or private entertainment. Activity facilities shall not include facilities intended primarily for spectator activities, such as, but not limited to, stadiums and arenas, automotive tracks, bowling alleys, parlors or amusement parks.

ADULT DAY-CARE FACILITY — An establishment which provides day-care services for hire to adults who, by reason of physical or other limitations associated with age, physical or mental disabilities or other factors, are unable or substantially unable to live independently without supervision.

ADULT USES — An adult bookstore, adult motion-picture theater, or adult entertainment cabaret, as defined herein.

(1) **ADULT BOOKSTORE** — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.

(2) **ADULT FILM THEATER** — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.

(3) **ADULT ENTERTAINMENT CABARET** — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

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AGRICULTURE — An activity which includes the cultivation of the soil for food products or other useful or valuable growths of the field or garden, nursery stock and commercial greenhouses, but does not include dairying, raising of livestock, breeding or keeping of animals, fowl or birds where the same is carried on as a business or gainful occupation. Agriculture includes also the sale at retail of farm, garden or nursery products produced on the premises.

AMUSEMENT CENTER — A place of business wherein three or more coin-operated machines, games of skill or chance or other machines of a similar nature are available for use or play by the general public.

ANIMAL CARE CENTER — Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals, or for the keeping, breeding or boarding for compensation of dogs, cats, or other domestic animals, when such boarding is for more than three consecutive hours.

APARTMENT, ACCESSORY — A self-contained residential dwelling unit, clearly incidental and secondary to the principal dwelling of which it is a part, having a separate entrance and containing separate cooking, eating, sanitation and sleeping facilities for the exclusive use of the occupant, in a one-family dwelling, or in a separate accessory structure on the same lot as a one-family dwelling.

APARTMENT HOUSE (same as "multifamily dwelling") — A residential building that contains more than four dwelling units, with one primary entrance to access all dwelling units contained therein. An apartment house may include accessory uses shared by residents of the apartment house, including recreational facilities, laundry rooms, parking, seating areas and open space for the exclusive use of residents residing in the complex.

ASSEMBLY HALL/BANQUET HALL — Buildings in which the primary or intended occupancy or use is the assembly for amusement, athletic, civic, dining, educational, entertainment, political, recreational, religious, social, or similar purposes, except an assembly hall shall not include any use defined elsewhere herein, in which kitchen facilities may or may not exist.

AUTOMOBILE GASOLINE STATION — Any building or land area used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses, such as sales of lubricants, tires, accessories or supplies, and prepackaged food items and tangible consumer goods, primarily for self-service by the customer.

AUTOMOBILE SALES — Any building, land area or other premises used for the display, sale or lease of new or used automobiles, vans, trucks, trailers, or boats, but not including any repair work. Such facilities may not conduct repair services as an accessory use other than warranty or other minor repair service.

AUTOMOBILE-SERVICE/REPAIR — Any area of land, including structures thereon, available to the public, operated for gain, and which is used for repair, greasing, washing, servicing, adjusting or equipping of automobiles or other vehicles.

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AUTOMOBILE WASH — Any building or land area, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleansing devices or otherwise.

BANK — A financial institution that is open to the public and engaged in deposit banking, and that may perform closely related functions, such as making loans, investments, and fiduciary activities.

BAR — A commercial establishment, open to the general public, which sells and serves alcoholic beverages for consumption on the premises and where food may be served as an accessory use. The term "bar" includes "barroom," "wine bar," "tavern," "pub," and "saloon."

BASEMENT — A story that is wholly or partly below grade, but at least 1/2 of its height, measured from floor to ceiling, is above the average established curb level or finished grade of the ground adjoining the building.

BED-AND-BREAKFAST — A lodging facility in an owner-occupied dwelling, offering from two to five guest rooms, without separate kitchen facilities, for paying, transient guests for a period not to exceed 15 consecutive days per guest. A dining room and kitchen may be provided for serving guests of the facility, but shall not be open to the public. An Airbnb rental is a variant of this use. "Short-term, in-home lodging" shall apply for one room for up to three paying guests.

BILLIARD PARLOR — A building, or portion thereof, having within its premises three or more pool tables, billiard tables, or a combination thereof.

BOARDINGHOUSE — An owner-occupied dwelling unit, with nontransient boarders, and with common rooms used and accessible to all residents, within which are boarding units that are rented individually and occupied for sleeping and/or living purposes to nontransient occupants. A boardinghouse shall not be considered a rooming home.

BOARDING UNIT — Any room or group of rooms forming a habitable unit used or intended to be used for living or sleeping but not used for cooking purposes.

BOAT REPAIR — A facility where boats are repaired and may be stored.

BOWLING ALLEY — Indoor facility for the sport of bowling, with customary accessory uses, such as snack bars.

BUILDING — (Includes "structure.") Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

BUILDING, ACCESSORY — A building, the use and size of which is incidental to, and complementary of, the principal building on a lot.

BUILDING FRONT LINE — The line of the face of the building nearest the front lot line. The face includes covered porches, but does not include steps.

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BUILDING, MAIN (PRINCIPAL) — The building in which is conducted the primary use of the lot on which it is located.

CABARET — Any room, place, or space in which any musical entertainment, singing, dancing, or other similar amusement takes place in connection with a bar and/or restaurant, except for an adult cabaret.

CANNABIS, ADULT-USE ON-SITE CONSUMPTION – as defined in the Cannabis Law of New York State.

CANNABIS, INDUSTRIAL – includes licenses to operate as: Adult-Use Cooperative, Adult-Use Cultivator, Adult-Use Distributor, Adult-Use Processor, Conditional Adult-Use Cultivator, Nursery, Registered Organization Adult-Use Cultivator Processor Distributor Retail Dispensary, or Registered Organization Adult-Use Cultivator Processor and Distributor, as defined in the Cannabis Law of New York State.

CANNABIS, RETAIL – includes licenses to operate as: Adult-Use Retail Dispensary, Delivery, or Microbusiness, as defined in the Cannabis Law of New York State.

CAR RENTAL — A business that rents vehicles to persons or businesses for use on a transient basis. The business may include on-site facilities for servicing, storing, repairing, and fueling the vehicles.

CELLAR — That space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling, below the average established curb level or finished grade of the ground adjoining the building.

CEMETERY — A place used for the interment of human or animal remains or cremated remains.

CHILD DAY-CARE CENTER — A facility, that is not also a dwelling unit, that provides care for infants and preschool children, and may offer prekindergarten educational service, on a regular basis for more than three hours per child and is defined in 18 NYCRR Part 413 and regulated in accordance with 18 NYCRR 418.

COLLEGE/UNIVERSITY — An institution for post-secondary education, which is licensed by the State of New York to grant associate, baccalaureate, or higher degrees.

COMMERCIAL LAUNDRY — An establishment that launders and/or dries articles for commercial and not individual customers.

COMMUNITY CENTER — A place, structure, area, or other facility used for providing religious, fraternal, social, educational, or recreational programs generally open to the public, not operated for profit, and designed to accommodate and serve significant segments of the local community.

COOPERATIVE HOUSE — A dwelling unit that is rented as a singular unit and not occupied by a family, as defined in this chapter, within which are two or more boarding units occupied for sleeping and/or living purposes by nontransient occupants. A cooperative house shall not be considered to be a rooming house.

COTTAGE INDUSTRY — A use that is conducted wholly within an enclosed building that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packing of finished products predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Light industry is capable of operation in such a manner that does not cause a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place. Such a use may or may not contain retail space. A machine shop is included in this category. **COVERAGE, BUILDING** — The area that is covered by all of the buildings on the lot.

CURB LEVEL — The established elevation of the street grade at the point that is opposite the center of the wall nearest to and facing the street line. Where a building is on a corner lot, the curb level is the average of the mean levels of the curblines on the two intersecting streets. Where there is uncertainty about the curb level, it shall be determined by the City Engineer.

DISTRIBUTION FACILITY/WAREHOUSE — A facility involving the storage and the shipment of goods in allotments. This use does not involve the manufacture or sale of goods from the premises.

DORMITORY — A building intended or used principally for sleeping accommodations, where such building is directly related to an educational or public institution, or house of worship. Such building may include common kitchen and gathering rooms, but does not contain complete dwelling units.

DRIVE-THRU (BANK, FAST-FOOD RESTAURANT, PHARMACY) — An establishment that dispenses products or services to patrons who remain in vehicles.

DRY CLEANER — An establishment for the on-premises mechanical cleaning of garments, articles or goods of fabric for retail customers, or where dropoff and pickup occurs for garments or articles that are sent to another location for mechanical cleaning or laundering. A dry cleaning establishment does not include a laundry or laundromat, which provides self-service washing or drying for use by retail customers.

DWELLING — Any building or portion thereof designed or used exclusively for nontransient residential use.

DWELLING, DETACHED — A dwelling having no common walls, floors or ceilings with any other dwelling unit.

DWELLING, FOUR-FAMILY — A building containing four dwelling units only, on a single lot of record.

DWELLING, MULTIFAMILY — See "apartment house."

DWELLING, ROW OR ATTACHED (TOWNHOME) — A dwelling, having common walls with one or more dwelling units, also referred to as a "townhome." A row dwelling sharing one common wall shall be deemed an end unit. This term shall also refer to two dwellings sharing one party or lot line wall and commonly referred to as a "duplex."

DWELLING, SINGLE-FAMILY — A building containing not more than one dwelling unit and not having more than one kitchen on a single lot of record.

DWELLING, THREE-FAMILY — A building containing three dwelling units only on a single lot of record.

DWELLING, TWO-FAMILY — A building containing two dwelling units only on a single lot of record.

DWELLING UNIT — A single unit with one or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for the use of one family only.

FAMILY — One, two, or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.

FAMILY DAY-CARE — A facility located in a residential structure, which is owner occupied as a family residence, that provides daytime care of more than three hours per day per child for three to 12 infants, preschool children, and school age children six to 12 years of age for compensation. A family day-care includes those day-care facilities defined by New York State in 18 NYCRR Part 413 as "family day-care home" and "group family daycare home." Such facility must be licensed by New York State and operated in accordance with all applicable regulations.

FLOOR AREA, BUILDING — The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

FRONTAGE — The length of a lot that borders a single street.

FRONTAGE OCCUPANCY — The percentage of the lot width which must be occupied by either a front building facade or structures that screen parking, located within the area of the front lot line and the maximum front yard setback.

FUNERAL HOME — The establishment of a funeral director or undertaker, which includes facilities for the conduct of funeral services, but not cremation.

GARAGE, PRIVATE — Part of a principal residential building, or an accessory building located on the same lot as the principal residential building, designed primarily for the storage of motor vehicles.

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HEIGHT, BUILDING — The vertical distance measured from curb or grade level at the front of the building to the highest level of a flat or mansard roof or to the average height of a pitched, gable, hip or gambrel roof, excluding bulkheads, and similar constructions enclosing equipment or stairs, provided that they are less than 12 feet in height and do not occupy more than 30% of the area of the roof upon which they are located.

HOME OCCUPATION — Any use customarily conducted entirely within a dwelling or its accessory structures and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of dwelling for residential purposes and does not change the character thereof.

HOSPITAL — An institution, licensed by the State of New York, which provides primarily transient or acutely needed human physical and/or mental health services and which includes inpatient facilities.

HOTEL — A building, or portion thereof, containing rooms occupied by transient guests who are lodged for payment, with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, conference centers, recreational facilities and gift shops for the guests of the hotel.

HOUSE OF WORSHIP — A building, or portion thereof, together with its accessory buildings and uses, where persons regularly assemble for religious worship, services, and social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain ceremonies and purposes.

INDUSTRIAL USES — A business use or activity at a scale greater than home industry, involving the manufacture, fabrication, processing, reduction, assembly, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof.

IN-LAW APARTMENT — See "apartment, accessory."

LAUNDROMAT — A facility which provides self-service washing or drying for use by retail customers.

LIVE/WORK — A dwelling which is owner-occupied, and which provides a commercial ground floor space and residential space above, for the family, craft or business and retail space for creating sales.

LOT — (Includes "plot") A parcel of land occupied or capable of being occupied by one building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter.

LOT, CORNER — A lot at the junction of, and having frontage on, two or more intersecting streets.

LOT, DEPTH — The mean distance between the front and rear lot lines, measured in the general direction of its side lot lines.

LOT LINE — Any line dividing one lot from another or separating a lot from a street right-of-way line.

LOT, THROUGH — A lot having frontage on two streets, but not at the intersection of those two streets.

LOT, WIDTH — The mean distance of a lot measured at right angles to its depth, at the required setback line.

MEMBERSHIP CLUB — An unincorporated association of persons for common social purpose or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to, or associated with a profit-making venture and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

MIXED USE — A development or a single building in which there may be a blend of uses, including residential, commercial, cultural, institutional, or industrial, where those functions are physically and functionally integrated; most prominently a ground floor with a restaurant, theater, or retail shop and offices and/or residential use above.

MOBILE HOME — A structure mounted on axles and wheels containing living facilities and which was designed to be towed by an automobile or truck from place to place. Such structure will not be considered a mobile home for purposes of this chapter if it is placed on a permanent foundation and modified to meet applicable building code requirements for a residential structure.

MOTEL — See "hotel."

MUSEUM — A building serving as a repository for a collection of natural, scientific or literary curiosities, objects of interest or works of art, and arranged, intended and designed to be used by members of the public for viewing, with or without an admission charge, together with customary accessory uses, including, for example, retail sale of goods to the public; cafe food service, art, dance and music performances, literary readings, and showing of films.

NEIGHBORHOOD RETAIL — A store serving the local retail business needs of the residents of the neighborhood, including but not limited to books, flowers, clothing, groceries, and pharmaceuticals.

NONCONFORMING LOT — Any lot lawfully existing on record on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such lot is situated as a result of the enactment.

NONCONFORMING STRUCTURE — Any building lawfully existing on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such building is situated as a result of the enactment.

NONCONFORMING USE — Any use lawfully existing on the effective date of this chapter, or any amendment thereto, that does not conform to the district use regulations of this chapter for the zoning district in which such use is situated as a result of the enactment.

NURSING HOME — An institution, licensed by the State of New York, which provides nursing care and related medical services on a twenty-four-hour basis to primarily nontransient clients for remuneration.

OFFICE PARK — A group of two or more principal buildings and their accessory uses, together with any open space remaining, located on one lot, which buildings have a unified site plan and shall be designed to function as one project. The buildings in an office park shall be occupied or used principally for businesses or professional offices that are designed, constructed, and maintained on a coordinated basis.

OPEN SPACE — That portion of the lot that is unencumbered by any structure or any other impervious surface.

PARKING AREA, COMMUNITY — A building, or part thereof, or a surface used for parking vehicles for remuneration.

PARKING SPACE — A space available for the parking of one vehicle.

PARKS, OPEN SPACE AND RECREATION — Those areas owned or used by the City, other public entity or government, or nonprofit organizations that are devoted to parks, playgrounds, recreation areas, nature preserves, or open space.

PERSONAL SERVICES — An establishment that is primarily engaged in frequent or recurring provision of individual services generally related to personal needs, and is not separately defined herein. These uses may also include accessory retail sales of products related to the service provided. Examples of personal services include but are not limited to: barbershops, nail salons, massage facilities, tailors.

PROFESSIONAL OFFICE — The office of a member of a recognized profession maintained for the conduct of that profession in any of the following related categories: architectural, engineering, planning, law, interior design, accounting, insurance, real estate, medical, dental, optical, or any similar type of profession.

PUBLIC UTILITY — Any person, firm, corporation, or governmental agency duly authorized to furnish to the public, under governmental regulation, electricity, gas, water, sewage treatment, steam, cable television, telephone, or telecommunications but shall not mean any person or entity that provides wireless telecommunication services to the public.

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RECREATIONAL VEHICLE — A vehicular unit, which is designed as a temporary dwelling for travel, recreational, and vacation use, and which is self-propelled, mounted on, or pulled by another vehicle. Examples include, but are not limited to a travel trailer, camping trailer, truck camper, motor home, fifth-wheel trailer, or van camper.

RESIDENTIAL CARE FACILITY — A supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

RESTAURANT — Any establishment where the principal use is the preparation and sale of food and beverages to customers seated at a table or counter, served by a waiter or waitress, or at a buffet for consumption of the food on the premises. A restaurant may include the serving of alcoholic beverages and the provision of carry-out food service if they are incidental to the consumption of food and beverages. The term "restaurant" does not include a business whose principal operation is as a bar, cabaret, carry-out food service, or a fast-food establishment.

RESTAURANT, CARRY-OUT — Any establishment where food and/or beverages are prepared and served in a ready-to-consume state and whose design or principal method of operation includes one or both of the following characteristics: customers order from a menu board or serve themselves from a buffet and principally carry out their food and/or beverages for consumption off premises.

RESTAURANT, FAST-FOOD — Restaurants where most customers order and are served food inside the premises at a counter, to be taken to a table for consumption or in packages prepared to leave the premises. See "drive-thru" for where customers are served their food in a motor vehicle through a service window, in packages prepared to leave the premises.

RETAIL — A business that sells goods directly to the general public, for business, personal or household consumption, where such goods are available for immediate purchase and removal from the premises by the purchaser and are not defined elsewhere in this chapter. Retail businesses include but are not limited to hardware stores, liquor stores, newsstands, shoe stores, stationery stores, convenience stores.

RIGHT OF WAY — a legal right that allows for passage over another person's ground. As used in §300-21, a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

ROOMING HOUSE — Any dwelling, other than a boardinghouse, within which are boarding units rented individually and occupied for sleeping and/or living purposes to nontransient occupants. No common rooms are provided for the use of the residents.

SCHOOL OF GENERAL INSTRUCTION (EDUCATIONAL SERVICES) — Any public school operated under the laws of the State of New York or nonpublic school offering courses in general

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instruction at least five days per week and seven months per year and generally serves students in grades corresponding to Pre-K through 12th grade.

SELF-STORAGE — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for storage of personal property.

SETBACK — The horizontal distance from such lot line to the part of the building which is nearest to such line.

SHOPPING CENTER — An area planned, as a whole with one site plan approval, for occupancy by three or more retail stores, light industrial uses, or professional offices with common accessory parking, that are designed, constructed, and maintained on a coordinated basis.

SHORT-TERM, IN-HOME LODGING FACILITY — Lodging for paying guests for no more than one room and no more than three guests and for no more than 15 days. (See "bed-and-breakfast.")

SIGN — Includes every sign, billboard, general sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

STORAGE YARD — A building or area of land where a person, firm or corporation engaged in the construction business, or a related field, stores building materials, equipment and supplies exclusively in the business as a contractor.

STORY — The portion of a building which is between one floor level and the next higher floor level, or the roof. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six or more feet above the finished grade. A cellar shall not be deemed to be a story if unfinished and without human occupancy.

STORY, HALF — A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

STREET — A public or private way which affords the principal means of access to abutting properties.

TATTOO PARLOR — Any building or premises in which a tattooist lawfully conducts his or her practice of marking a body with indelible ink or pigments.

TAXI SERVICE — A service that offers transportation in motor vehicles to persons for compensation. The business may include facilities for servicing, storing, and fueling the vehicles.

TECHNICAL SCHOOL — A school established to provide for the teaching of industrial, clerical, managerial, trade, or artistic schools.

THEATER/AUDITORIUM — A place of public assembly used for spectator presentations including movie or professional theater, indoor concert venue or other performance with temporary or permanent seating, for admission to which an entrance fee is received.

TOWNHOME — See "dwelling, row or attached."

TRAILER — Any vehicle without motive power, designed to be towed by a motor vehicle, except as defined elsewhere herein.

TRANSIENT — Temporary daily or weekly occupancy.

USE, ACCESSORY — A use that is clearly incidental to the principal use of a building or lot.

WHOLESALE — An establishment primarily engaged in the display, storage, distribution and sale of merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers, or acting as agents or brokers and buying merchandise for or selling to such individuals or companies. Such establishments are not generally open to the general public.

YARD (FROM REAR, SIDE) — The portion of the lot between the lot line and the required setback; or if no minimum setback is required the portion of the lot between the lot line and the facade of the building.

§ 300-47 Neighborhood Commercial Overlay District.

A. The purpose and intent of the Neighborhood Commercial Overlay District (NC) is to:

- (1) Recognize the existing development pattern within the area of the City along the gateways to the City and westernmost portion of Broadway.
- (2) To allow multiple uses within buildings and within lots in order to promote market-driven uses and redevelopment within targeted areas of the City, as identified in the Future Land Use Plan.

B. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require site plan approval.

- (1) Retail store.
- (2) Restaurant.
- (3) Personal services.
- (4) Professional office.
- (5) Mixed use.
- (6) Animal care facility.
- (7) Adult day-care facility.
- (8) Child-care center.
- (9) Technical school.
- (10) Cannabis, Retail

C. Within the NC Overlay District, the following uses are added to the list of uses permitted as of right but require special use permit approval.

- (1) Cannabis, Adult-Use On-Site Consumption

D. Off-street parking. Off-street parking required for the uses listed in ~~Subsection B~~ Subsections B and C shall be the same as those listed for the ~~CD~~ Commercial District.

E. Bulk and area requirements for the uses listed in ~~Subsection B~~ Subsections B and C above shall be the same as the underlying zoning.

SCHEDULE B

(USE AND BULK CHARTS)

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Residential												
Apartment house			P*	P			P*	P*	P	P*	P*	P*
Four-family dwelling			P	P*			P*	P*	P	P*	P*	P*
Two- or three-family dwelling		P*	P	P				P*	P	P	P*	P*
Row or attached dwelling (townhome)		P	P					P*		P	P*	P*
Two-family detached dwelling		P*	P	P				P*		P	P*	
One-family detached dwelling	P	P*	P	P				P*		P	P*	P*
Residential care facility			S	S				P*	P	P	P*	P*
Cooperative house		P	P	P					P	P	P*	P*
Accessory apartment	A;S	A	A	A								
Bed-and-breakfast		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
Short-term in-home lodging	A;S	A	A	A				A	A	A	A	
Boardinghouse		S	S									
Customary home occupation		A;S	A;S	A;S				A;S	A;S	A;S	A;S	A;S
Rooming house					S				S	S	S	S
Mixed use with residential			P*	P*			P*		P*	P*	P*	P*
Live/work			P*	P*					P*	P*	P*	P*

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Institutional												
Buildings, uses or facilities of any governmental unit			P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Cemetery		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
College/university		P*	P*	P*					P*	P*	P*	
Community center		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Parking lot		S	S	S	P	P	P	P*	P*	S	S	S
Community parking lot	S	S	P*	P*	P	P	P	P*	P*	S	S	S
Dormitories		A	A	A	A	A	A	A	A	A	A	A
Hospital				A	A			A	A;S	A		
House of worship		P*	P*	P*	P*				P*	P*	P*	P*
Membership club					S	S	S	S	P*	P*	P*	P*
Museum					S	S	S	S	P*	P*	P*	P*
Parks, open space, recreational facilities		P	P	P	P	P	P	P*	P	P	P*	P*
Public libraries				P			P*		P*	P*		
School of general instruction			P*	P*	P*	P*			P*	P*	P*	

[illegible]

Movie or professional theater, indoor concert venue					S	S	S						S	S	S	S
Nursing home			S		S	S			S				S		P*	P*
Office park						P*	P*	P*	P*							
Personal services						P	P	A	P P*					P	P*	P*
Restaurant						P*	P*	A	P*					P	P*	P*
Restaurant, carry-out						P*	P*	A	P*					P	P*	P*
Restaurant, fast-food						P*	P*	A	P*					P	P*	P*
Retail						P	P	A	S P*					P	P*	P*
Retail, neighborhood		S	S			P	P	A	P P*					P	P*	P*
Self storage						P*	P*	P*								
Shopping center						P*	P*									
Tattoo parlor						P	P							P	P*	P*
Taxi service			S			S	S	S	S					P*		
Technical school						S	S	P*	S P*					S	S	S

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Industrial												
Agriculture		S	S	S	P*	P*	S	S				
Automobile gas station					S	S	S					
Automobile sales					S	S	S					
Automobile service/repair				S	S	S	S					
Automobile wash					S	S	S					
Boat repair						P*						S
Distribution facility/warehouse					P*	P*						
Dry cleaner, commercial laundry					P*	P*	P*		P*			
Industrial uses					P*	P*						
Storage yard					P*	P*	S					
Wholesale					P	P*	P		P*			

Use	Broadway Corridor	Downtown Neighborhood	Waterfront Gateway	Planned Waterfront District
	(BC)	(DN)	(WG)	(PWD)
Residential				
Apartment house	P	P*	P*	P*
Four-family dwelling	P	P*	P*	P*
Two- or three-family dwelling	P	P	P*	P*
Row or attached dwelling (townhome)		P	P*	P*
Two-family detached dwelling		P	P*	
One-family detached dwelling		P	P*	P*
Residential care facility	P	P	P*	P*
Cooperative house	P	P	P*	P*
Accessory apartment				
Bed-and-breakfast	A;S	A;S	A;S	A;S
Short-term in-home lodging	A	A	A	
Boardinghouse				
Customary home occupation	A;S	A;S	A;S	A;S
Rooming house	S	S	S	S
Mixed use with residential	P*	P*	P*	P*
Live/work	P*	P*	P*	P*

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Institutional				
Buildings, uses or facilities of any governmental unit	P*	P*	P*	P*
Cemetery	P*	P*	P*	P*
College/university	P*	P*	P*	
Community center	P*	P*	P*	P*
Parking lot	P*	S	S	S
Community parking lot	P*	S	S	S
Dormitories	A	A	A	A
Hospital	A;S	A		
House of worship	P*	P*	P*	P*
Membership club	P*	P*	P*	P*
Museum	P*	P*	P*	P*
Parks, open space, recreational facilities	P	P	P*	P*
Public libraries	P*	P*		
School of general instruction	P*	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Activity facility	P	P	P*	P*
Adult day-care facility	P	P	P*	P*
Adult uses				
Amusement center	S	S		
Animal care facility	S	S		
Assembly hall	P*		P*	P*
Bank	P		P*	
Bar	P	P*	P*	P*
Billiard parlor	P	P*	P*	
Bowling alley	P*	P*	P*	P*
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	
Professional office	P	P	P*	P*
Cabaret	P	P	P*	P*
Car rental	S	S	S	
<u>Cannabis, Adult-Use On-Site Consumption</u>	<u>S</u>	<u>S</u>		<u>S</u>
<u>Cannabis, Industrial</u>				
<u>Cannabis, Retail</u>	<u>P*</u>	<u>P*</u>		<u>P*</u>
Child day-care	P	P	P*	P*
Cottage industry	P	P	P*	P*
Drive-thru (bank, restaurant, pharmacy, etc.)	P*	P*	P*	
Funeral home	P*	P*	P*	
Hotel	P*	P*	P*	P*
Laundromat	P	P		
Marina			P*	P*
Movie or professional theater, indoor concert venue	S	S	S	S
Nursing home	P*	P*	P*	P*
Office park				
Personal services	P	P	P*	P*
Restaurant	P	P	P*	P*
Restaurant, carry-out	P	P*	P*	
Restaurant, fast-food	P	P*	P*	

Use	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial				
Retail, neighborhood	P	P	P*	P*
Self storage				
Shopping center				
Tattoo parlor	P	P	P*	P*
Taxi service	P*			
Technical school	S	S	S	
Industrial				
Automobile gas station				
Automobile sales				
Automobile service/repair				
Automobile wash				
Agriculture				
Boat Repair				S
Distribution facility/warehouse				
Dry cleaner; commercial laundry	P*			
Industrial uses				
Storage yard				
Wholesale	P*			

Schedule of Bulk, Area, and Parking Regulations: Commercial and Industrial Zones

Use	Commercial Use Type	Industrial Use Type	Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Activity Facility	P*	P*	P*	P	—	—	—	4	45	60%	1 per 4 people allowed during maximum occupancy
Adult day-care facility			P*	P	—	—	—	4	45	60%	1 per 300 square feet
Adult Uses	S	S			—	—	—	4	45	60%	1 per 2 people allowed during maximum occupancy
Agriculture	P*	P*	S		As determined by City Planning Board and in accordance with facility master plan						
Amusement center	P*	P*	P*	S	—	—	—			60%	1 per 200 square feet
Animal care facility	S	S	P*	S	—	—	—	4	45	60%	1 per 200 square feet
Assembly hall/banquet hall	P*	P*		P*	—	—	—	4	45	60%	1 per 3 people allowed during maximum occupancy

Automobile gasoline station	S	S	S		10	5	10	1	15	60%	1 per 3 gas pumps; plus parking for accessory uses
Automobile service/repair	S	S	S		10	5	10	2	25	60%	2 per repair bay
Automobile wash	S	S	S		10	5	10	1	15	60%	*
Bank	P*	A		P	—	—	—	4	45	60%	1 per 300 square feet
Bar	P*	P*		P	—	—	—	4	45	60%	1 per 150 square feet
Billiard parlor	P*	P*		P	—	—	—	4	45	60%	1.5 per table
Boat repair		P*			10	5	10	2	25	60%	As determined by City Planning Board
Bowling alley	P*	P*		P*	—	—	—	4	45	60%	3 per lane; plus parking for accessory uses if such uses occupy more than 300 square feet
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*		P*	10	10	10	4	45	70%	1 per 1,000 square feet
Business or professional office; office	P	P		P	—	—	—	4	45	60%	1 per 300 square feet

Cabaret	S	S		P	—	—	—	4	45	60%	1 per 100 square feet
<u>Cannabis, Adult-Use On-Site Consumption</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	—	—	—	4	45	60%	1 per 150 square feet
<u>Cannabis, Industrial</u>	<u>P*</u>	<u>P*</u>	—	—	—	—	—	4	45	60%	1 per 150 square feet
<u>Cannabis, Retail</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	—	—	—	4	45	60%	1 per 150 square feet
Car rental	S	P*		S	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for rental vehicles
Cemetery (3)	P*	P*	P*	P*	20	20	20	2	25	As determined by City Planning Board	
College/university				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		P*		—	—	—	4	45	60%	1 per 500 square feet
Child day-care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/warehouse	P*	P*			10	10	10	3	35	70%	1 per 1,000 square feet
Drive-thru	P*		P*	P*	—	—	—	4	45	60%	As determined by City Planning Board
Dry cleaner/commercial laundry	P*	P*	P*	P*	10	10	10	3	35	70%	1 per 500 square feet

Funeral home																			1 per 100 square feet or, 1 per 5 seats in chapel, whichever is greater
Hospital																			As determined by City Planning Board and in accordance with facility master plan.
Hotel/motel																			1.0 per room; plus parking for accessory uses
House of worship																			1 per 5 seats
Industrial uses																			1 per 1,000 square feet
Membership club																			As determined by City Planning Board
Movie or professional theater																			1 per 4 seats
Museum																			1 per 300 square feet
Nursing home																			1 per 4 beds, or as determined by City Planning Board

Park	P	P	P	P	P	—	—	—	—	—	—	As determined by City Planning Board
Parking area, community	P	P	P	P	P*	5	5	5	4	45		
Personal services	P	A	P P*	P	P	—	—	—	4	45	60%	1 per 300 square feet
Residential care facility				P	P	0	5	20	4	45	55%	0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	P	—	—	—	4	45	60%	1 per 100 square feet
Restaurant, carry-out	P*	A	P*	P	P	—	—	—	2	25	60%	1 per 100 square feet
Restaurant, fast-food	P*	A	P*	P	P	—	—	—		25	60%	1 per 100 square feet
Retail store	P	A	S P*	P	P	—	—	—	2	45	60%	1 per 300 square feet
Retail, neighborhood	P	A	P P*	P	P							
Rooming house	S			S	S	—	—	—	4	45	60%	0.5 per boarding unit
Self storage	P*	P*				10	10	10	4	45	70%	1 per 1,000 square feet
Shopping center	P*					—	—	—	4	45	60%	1 per 300 square feet
Tattoo parlor	P			P	P	—	—	—	4	45	60%	1 per 300 square feet

Taxi service	S	S	S	P	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for all fleet vehicles
Technical school	S	P*	S P*	S	---	---	---	4	45	60%	As determined by City Planning Board
Wholesale	P	P*	P	P*	10	10	10	4	45	70%	1 per 1,000 square feet

NOTES:

-1 Must also comply with § 300-53.

-2 Parking subject to Article IX

-3 Cemetery must have a minimum lot size of 40,000 square feet.

Accessory structures and uses are permitted pursuant to § 300-31, Accessory uses and structures, as well as the other applicable sections of this chapter.

ZONING MAPS

(FOR REFERENCE ONLY)

City of Newburgh Zoning, Cannabis Industrial Uses



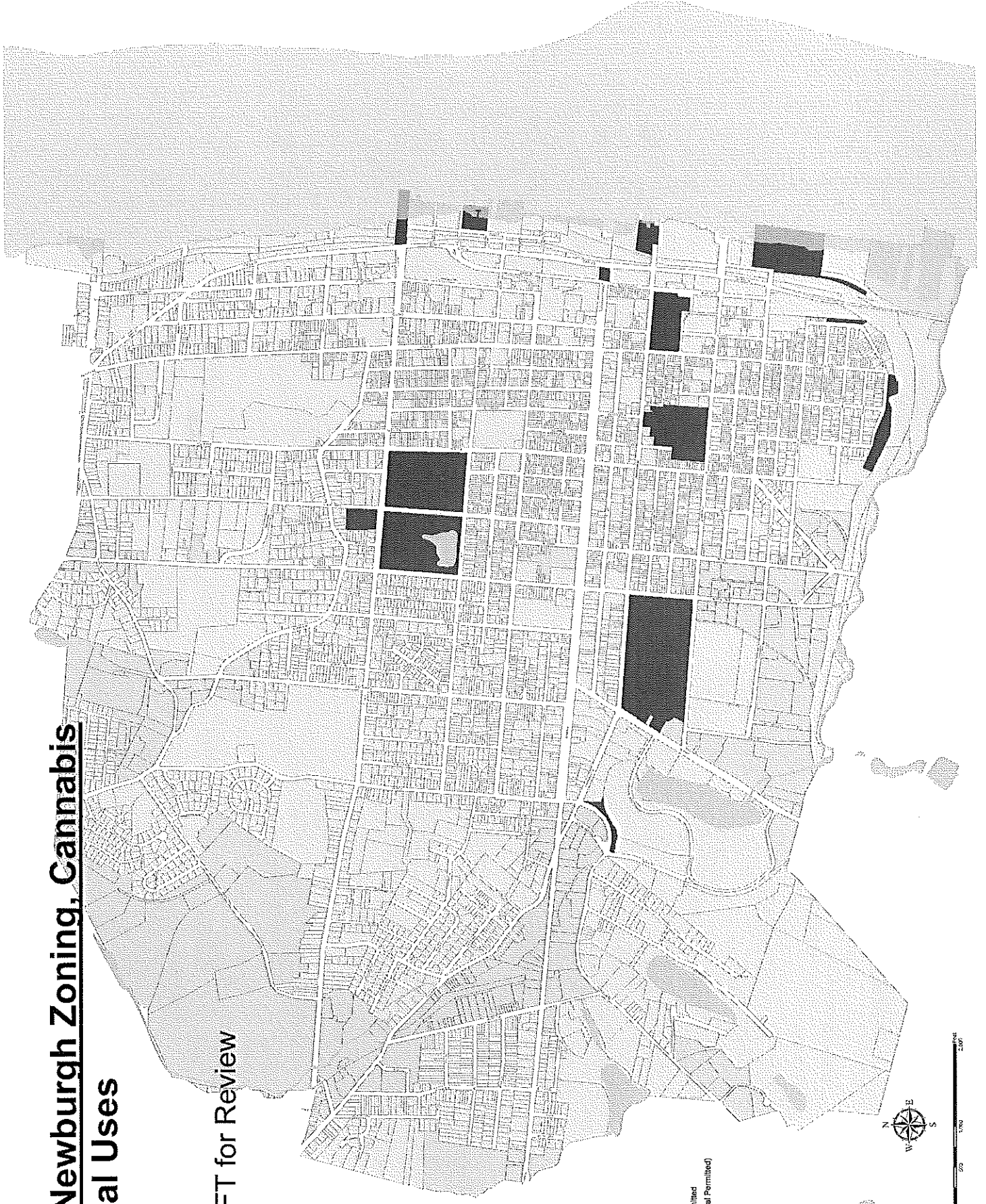
DRAFT for Review



- No Cannabis, Industrial Permitted
- Parks (No Cannabis, Industrial Permitted)
- Commercial
- Industrial



0 500 1000 Feet



City of Newburgh Zoning, Cannabis Retail Uses



DRAFT for Review



- Wards
- No Cannabis, On-Site Consumption Permitted
- Parks (No Cannabis, On-Site Consumption Permitted)
- Commercial
- Industrial
- Broadway Corridor
- Downtown Neighborhood
- Planned Waterfront District
- Neighborhood Commercial Overlay

3/10/22



0 500 1,000 Feet

City of Newburgh Zoning, Cannabis Adult Use, On-Site Consumption (Proposed)



DRAFT for Review

