



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 22, 2025
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of September 8, 2025 / Aprobacion del Acta de la Reunion General del Consejo del 8 de septiembre de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 205 - 2025 - Newburgh Landing Pier Reconstruction - SEQRA Lead Agency & Negative Declaration

Resolution of the City Council of the City of Newburgh declaring itself Lead Agency, accepting the Full Environmental Assessment Form and issuing a Negative Declaration under State Environmental Quality Review Act ("SEQRA") for the Newburgh Landing Pier Reconstruction Project

Resolución del Concejo Municipal de la Ciudad de Newburgh declarándose Agencia Principal, aceptando el Formulario de Evaluación Medioambiental Completo y emitiendo una Declaración Negativa en virtud de la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el Proyecto de Reconstrucción del Embarcadero de Newburgh.

7. Resolution No. 206 - 2025 - NYSDOT PIN No. 8LC2.21.201 Acquisition of Temporary Easement by NYSDOT

Resolution authorizing the City Manager to execute documents with the New York State Department of Transportation ("NYSDOT") related to NYSDOT's appropriation of a portion of property located at 660 Little Britain Road, New Windsor for a temporary easement

Resolución que autoriza al Gerente de la Ciudad a ejecutar documentos con el Departamento de Transporte del Estado de Nueva York (NYSDOT) relacionados con la apropiación por parte del NYSDOT de una parte de la propiedad ubicada en 660 Little Britain Road, New Windsor para una servidumbre de paso temporal

8. Resolution No. 207 - 2025 - MS4 Interim Progress Certification SPDES Permit No. GP-0-24-001

Resolution authorizing the City Manager to execute an eighteen-month interim progress certification related to SPDES Permit No. NYR20A240 for on-going work under the New York State Department of Environmental Conservation MS4 SPDES Permit No. GP-0-24-001

Resolución que autoriza al Gerente de la Ciudad a ejecutar una certificación provisional de progreso de dieciocho meses relacionada con el Permiso SPDES número NYR20A240 para el trabajo en curso bajo el Permiso MS4 SPDES número GP-0-24-001 del Departamento de Conservación Ambiental del Estado de Nueva York

9. Resolution No. 208 - 2025 - Contract with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. for Water Tank Inspection Services

Resolution authorizing the execution of a contract with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. for services related to the inspection of the City of Newburgh's five (5) finished water storage tanks in an amount not to exceed \$15,400.00

Resolución que autoriza la ejecución de un contrato con H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. para servicios relacionados con la inspección de los cinco (5) tanques de almacenamiento de agua terminados de la Ciudad de Newburgh en una cantidad que no exceda \$15,400.00

10. Resolution No. 209 - 2025 - Spiceworks Agreement

Resolution authorizing the City Manager to execute an agreement with Ziff Davis LLC and Spiceworks for help desk management software and related services

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Ziff Davis LLC y Spiceworks para software y servicios relacionados con la

administración de servicios de asistencia

11. Resolution No. 210 - 2025 - 2025-2026 Youth Employment Program

Resolution authorizing the City Manager to enter into an agreement with the County of Orange for the 2025-2026 Youth Employment and Training Program to provide young people to work for the City of Newburgh

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con el Condado de Orange para el Programa de Empleo y Entrenamiento Juvenil 2025-2026 para proporcionar a los jóvenes empleo en la Ciudad de Newburgh

12. Resolution No. 211 - 2025 - Schedule a Public Hearing for the FY2026 Action Plan and Open a 30 Day Public Comment Period

Resolution opening a 30-day public comment period and scheduling a public hearing for October 14, 2025 to received public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program Annual Action Plan for Fiscal Year 2026

Resolución que abre un período de comentarios públicos de 30 días y programa una audiencia pública para el 14 de octubre de 2025 para escuchar comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvenciones de los Bloques de Desarrollo Comunitario para el Plan de Acción Anual para el Año Fiscal 2026

13. Resolution No. 212 - 2025 - Agreement with Russell Thornburg for Plan Set Review and Training Services

Resolution authorizing an agreement with Russell Thornburg for International Residential Code plan set review and training services at a cost of \$8,700.00

Resolución que autoriza un acuerdo con Russell Thornburg para los servicios de revisión y capacitación del plan del Código Residencial Internacional a un costo de \$8,700.00

14. Resolution No. 213 - 2025 - Resolution for subscription with MedXWaste

Resolution authorizing the City Manager to execute an agreement with MedXwaste-NY LLC to provide regulated medical waste disposal services to the City of Newburgh Police Department

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con MedXwaste-NY LLC para proporcionar servicios regulados de eliminación de desechos médicos al Departamento de Policía de la Ciudad de Newburgh

15. Resolution No. 214 - 2025 - Scheduling a public hearing - Local Law authorizing a property tax levy in excess of the limit authorized by General Municipal Law Section 3-c

Resolution scheduling a public hearing for October 14, 2025 to hear public comment concerning a Local Law Authorizing a Property Tax Cap Levy in Excess of the Limit Established in General Municipal Law Section 3-c

Resolución que programa una audiencia pública para el 14 de octubre de 2025 para escuchar comentarios públicos sobre una ley local que autoriza un gravamen del impuesto a la propiedad que exceda el límite establecido en la Sección 3-c de la Ley Municipal General

16. Resolution No. 215 - 2025 - Payment of Claim with Elmer Cordova Murillo

A resolution authorizing the City Manager to execute a payment of claim with Elmer Cordova Murillo in the amount of \$7,500.00

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Elmer Cordova Murillo por el monto de \$7,500.00

17. Resolution No. 216 - 2025 - Payment of Claim with Garrison Property and Casualty Insurance Company A/S/O Ebony Hayes

A resolution authorizing the City Manager to execute a payment of claim with Garrison Property and Casualty Insurance Company A/S/O Ebony Hayes in the amount of \$6,753.93

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Garrison Property and Casualty Insurance Company A/S/O Ebony Hayes por el monto de \$6,753.93

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 205 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY, ACCEPTING THE FULL ENVIRONMENTAL
ASSESSMENT FORM AND ISSUING A NEGATIVE DECLARATION UNDER
STATE ENVIRONMENTAL QUALITY REVIEW ACT (“SEQRA”) FOR
THE NEWBURGH LANDING PIER RECONSTRUCTION PROJECT**

WHEREAS, the City of Newburgh is undertaking the Newburgh Landing Pier Reconstruction Project (the “Project”); and

WHEREAS, by Resolution No. 155-2025 of July 14, 2025, the City Council of the City of Newburgh declared its intent to be Lead Agency, classified the project as an Unlisted action, proposed to accept Part 1 of a Full Environmental Assessment Form (“FEAF”), and circulated the FEAF to the “Involved Agencies” and “Interested Agencies” in accordance with the State Environmental Quality Review Act (“SEQRA”) with respect to the Project; and

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

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

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

RESOLUTION NO.: 155 - 2025

OF

JULY 14, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER
STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") FOR
THE NEWBURGH LANDING PIER RECONSTRUCTION PROJECT,
CLASSIFYING THE PROJECT AS AN UNLISTED ACTION,
CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM AND
REFERRING THE SAME TO OTHER INTERESTED AND INVOLVED AGENCIES

WHEREAS, the City of Newburgh is undertaking the Newburgh Landing Pier Reconstruction Project (the "Project"); and

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

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

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

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as an Unlisted Action and proposes a coordinated review;
3. That this Council proposes to accept Part 1 of the Full Environmental Assessment Form ("FEAF") attached hereto; and
4. That the City Council duly authorizes the City Manager and the City Engineer to circulate said Full Environmental Assessment Form to the "Involved Agencies" and "Interested Agencies" for purposes of establishing Lead Agency status under SEQRA.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held July 14, 2025 and that it is a true and correct copy of such original.

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

Katrina Cotten
City Clerk

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Newburgh Landing Pier Reconstruction		
Project Location (describe, and attach a general location map): 70 Front Street, Newburgh, New York 12550		
Brief Description of Proposed Action (include purpose or need): The existing pier was extensively damaged from ice flow during the winter of 2014. The proposed Newburgh Landing Pier reconstruction involves removing the existing structure, modification of the existing seawall to accommodate the proposed increase in elevation of the new pier, building a fixed pier for larger vessels that have expressed interest in future docking, and floating docks to accommodate smaller vessel, including, but not limited to, the Newburgh-Beacon Ferry and transient recreational vessels. The work will extend approximately 150 feet beyond the existing pier into the Hudson River to capitalize on the bathymetry, ensuring adequate deep-water access for the larger vessels expected to utilize the new pier. The project will facilitate deep river access to the Hudson River, enhance regional transportation networks, and preserve the legacy of the Hudson River Port. Given the site's location within a 100-year floodplain, the pier design will meet coastal construction standards to minimize potential flood damage, with the floating barge fendering and mooring system capable of securing the barge during such events. Additionally, the design will incorporate measures to mitigate potential ice damage.		
Name of Applicant/Sponsor: City of Newburgh		Telephone: (845) 569-7301 E-Mail: tvenning@cityofnewburgh-ny.gov
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Chad M. Wade, R.L.A.		Telephone: (845) 569-7446 E-Mail: cwade@cityofnewburgh-ny.gov
Address: 83 Broadway		
City/PO: Newburgh	State: New York	Zip Code: 12550
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☐ Yes ☒ No or Village Board of Trustees		
b. City, Town or Village ☐ Yes ☐ No Planning Board or Commission		
c. City, Town or ☐ Yes ☐ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☒ Yes ☐ No	OC Community Development	
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☒ Yes ☐ No	DOS, OGS, NYSDEC	
h. Federal agencies ☒ Yes ☐ No	NEPA, ACOE, HUD, U.S. Coast Guard	
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☒ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☒ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No	
- If Yes, complete sections C, F and G. - If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No	
If Yes, identify the plan(s):	
Remediation Sites: 546031	
Newburgh Hillside BOA; Hudson River Valley National Heritage Area.	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No	
If Yes, identify the plan(s):	

C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No
If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Newburgh Enlarged City School District.

b. What police or other public protection forces serve the project site?
City of Newburgh Police Department, Orange County Sheriff, and New York State Police.

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

d. What parks serve the project site?
The site itself is Unico Park, the City of Newburgh owns and maintains approximately fifteen (15) active and passive parks of various size.

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 2.05 acres
b. Total acreage to be physically disturbed? 0.37 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.33 acres

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

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

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 18 months

ii. If Yes:

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

f. Does the project include new residential uses? ☐ Yes ☒ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No	
If Yes,	
i. Total number of structures <u>1</u>	
ii. Dimensions (in feet) of largest proposed structure: <u>15'</u> height; <u>79'</u> width; and <u>227'</u> length	
iii. Approximate extent of building space to be heated or cooled: <u>0</u> square feet	

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☒ Yes ☐ No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Hudson River (858-1)</u>	

*Height: This is the full height of the proposed sign, which is the tallest point on the proposed structure.

**Width: This is measured at the widest point of the proposed structure.

***Length: This is measured at the longest point of the proposed structure.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The proposed action consists of the removal of existing timber piles and the installation of steel piles filled with concrete.

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☒ Yes ☐ No

If Yes, describe: Minor disturbance due to removal of existing timber piles and the installation of steel piles filled with concrete.

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☒ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

c. Will the proposed action use, or create a new demand for water?

☒ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: _____ 200 gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☒ Yes ☐ No

If Yes:

• Name of district or service area: City of Newburgh Water Department

• Does the existing public water supply have capacity to serve the proposal?

☒ Yes ☐ No

• Is the project site in the existing district?

☒ Yes ☐ No

• Is expansion of the district needed?

☐ Yes ☒ No

• Do existing lines serve the project site?

☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☒ No

If Yes:

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

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

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☒ No

If Yes:

• Applicant/sponsor for new district: _____

• Date application submitted or anticipated: _____

• Proposed source(s) of supply for new district: _____

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

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

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

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

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

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☐ No

If Yes:

• Name of wastewater treatment plant to be used: _____

• Name of district: _____

• Does the existing wastewater treatment plant have capacity to serve the project?

☐ Yes ☐ No

• Is the project site in the existing district?

☐ Yes ☐ No

• Is expansion of the district needed?

☐ Yes ☐ No

• Do existing sewer lines serve the project site? ☐ Yes ☐ No • Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☐ No If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☐ No If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐ Yes ☒ No If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ _____ • Will stormwater runoff flow to adjacent properties? ☐ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☐ No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☒ No If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☒ No If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☒ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☒ Randomly between hours of <u>8 a.m.</u> to <u>10 p.m.</u> ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing <u>30</u> Proposed <u>30</u> Net increase/decrease <u>0</u> iv. Does the proposed action include any shared use parking? ☒ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☒ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☒ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☒ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: <u>7:00 a.m. to 7:00 p.m.</u> • Saturday: <u>7:00 a.m. to 7:00 p.m.</u> • Sunday: <u>N/A</u> • Holidays: <u>N/A</u> </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: <u>12:00 a.m. to 11:59 p.m.</u> • Saturday: <u>12:00 a.m. to 11:59 p.m.</u> • Sunday: <u>12:00 a.m. to 11:59 p.m.</u> • Holidays: <u>12:00 a.m. to 11:59 p.m.</u> </td> </tr> </table>		i. During Construction: • Monday - Friday: <u>7:00 a.m. to 7:00 p.m.</u> • Saturday: <u>7:00 a.m. to 7:00 p.m.</u> • Sunday: <u>N/A</u> • Holidays: <u>N/A</u>	ii. During Operations: • Monday - Friday: <u>12:00 a.m. to 11:59 p.m.</u> • Saturday: <u>12:00 a.m. to 11:59 p.m.</u> • Sunday: <u>12:00 a.m. to 11:59 p.m.</u> • Holidays: <u>12:00 a.m. to 11:59 p.m.</u>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: <u>Construction is allowed by City Code between the hours of 7:00 a.m. and 10:00 p.m. with noise exceeding Code limits exempt between 8:00 a.m. and sunset, Monday through Friday. The source of noise will be from pile driving equipment and standard construction tools/equipment.</u>	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: <u>Dark Sky compliant lighting is proposed to minimally illuminate the new pier for safety and security. Sensor and timers will be implemented to lower lighting level or turn off lighting when not in use, trigger lights as the pier is accessed.</u>	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

- ☒ Urban ☐ Industrial ☒ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
- ☐ Forest ☐ Agriculture ☒ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

The surrounding land uses are consistent with waterfront redevelopment including, but not limited to restaurants, offices, retail, residential, parkland, and parking.

b. Land uses and covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.83	0.83	0.00
• Forested	N/A	N/A	N/A
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	N/A	N/A	N/A
• Agricultural (includes active orchards, field, greenhouse etc.)	N/A	N/A	N/A
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.75	0.75	0.00
• Wetlands (freshwater or tidal)	N/A	N/A	N/A
• Non-vegetated (bare rock, earth or fill)	0.13	0.13	0.00
• Other Describe: <u>grass and landscaping</u>	1.09	1.09	0.00

c. Is the project site presently used by members of the community for public recreation? ☒ Yes ☐ No
i. If Yes: explain: The project site consists of an existing passive recreation park and a currently closed pier.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No
If Yes,
i. Identify Facilities:
Orange County Community College (daycare), Newburgh Free Library, and Hudson Pointe Senior Apartments

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

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

- If yes, cite sources/documentation: _____

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

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☒ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☒ Yes – Environmental Site Remediation database Provide DEC ID number(s): 546031
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): 546031, C336099

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
There will be impacts to riverine soils, which have the potential to contain PCB contamination. Per the Project's Site Access Erosion & Sediment Control Plan, the contractor will utilize turbidity curtains, which will be installed along the construction limit line in the Hudson River. The turbidity curtains will control any soil disturbances caused by the contractor's construction activities.

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No	
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____	> 6.6 feet
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	
Urban Land	61 %
Water	39 %
	_____ %
d. What is the average depth to the water table on the project site? Average: _____	
> 6.6 feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site	
☐ Moderately Well Drained: _____ % of site	
☐ Poorly Drained: _____ 100 % of site	
f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: _____ 100 % of site	
☐ 10-15%: _____ % of site	
☐ 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No	
ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name _____	Classification _____
• Lakes or Ponds: Name _____	Classification _____
• Wetlands: Name Federal Waters, Federal Waters, Federal Waters	Approximate Size _____
• Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☒ Yes ☐ No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
Name - Pollutants - Uses: Hudson River (Class B) - PCBs	
i. Is the project site in a designated Floodway? ☐ Yes ☒ No	
j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No	
k. Is the project site in the 500-year Floodplain? ☒ Yes ☐ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site:		
squirrels _____ _____	birds _____ _____	fish _____ _____
n. Does the project site contain a designated significant natural community? ☒ Yes ☐ No If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____ Tidal River		
ii. Source(s) of description or evaluation: <u>NYSDEC Environmental Resource Mapper</u>		
iii. Extent of community/habitat:		
• Currently: _____ 74248.64 acres • Following completion of project as proposed: _____ 74248.64 acres • Gain or loss (indicate + or -): _____ 0 acres		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No If Yes:		
i. Species and listing (endangered or threatened): _____ Shortnose Sturgeon, Atlantic Sturgeon, Bald Eagle		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes:		
i. Species and listing: _____		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☒ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ The project site and adjoining area are often used for fishing. The Proposed Action will expand fishing opportunities on the Hudson River.		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes:		
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes:		
i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☒ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☒ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☒ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☒ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

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

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

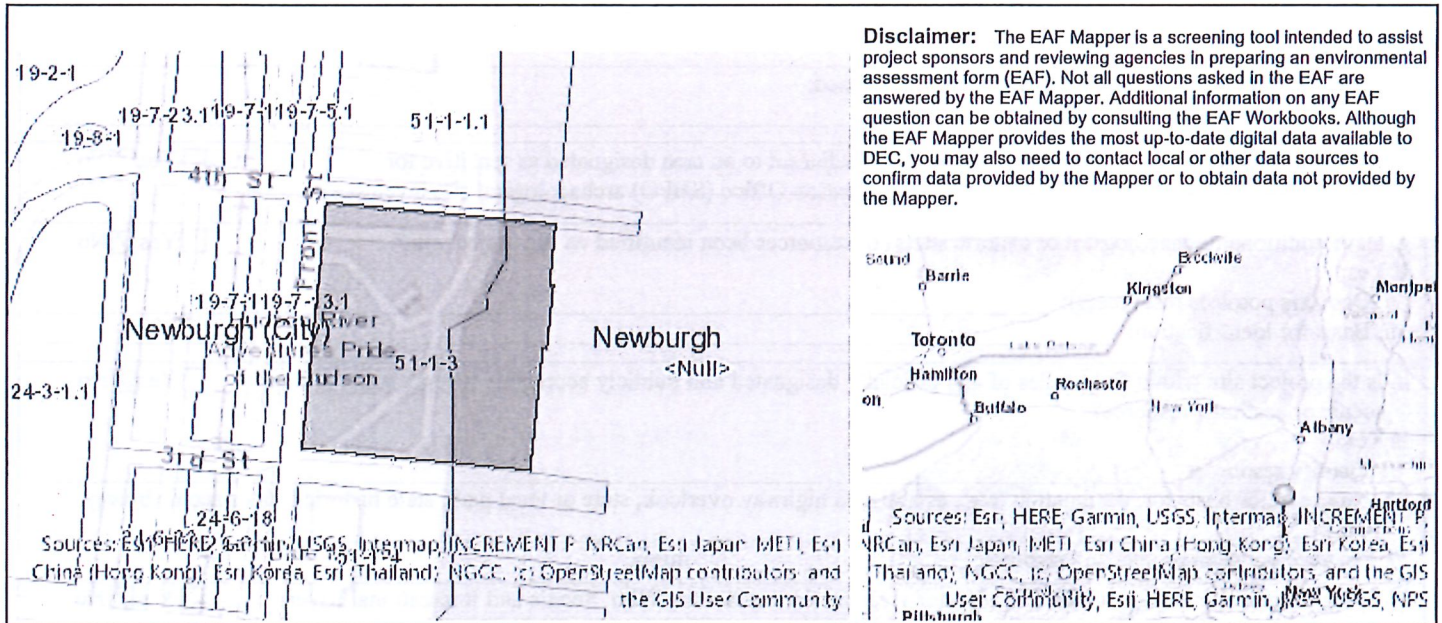
G. Verification

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

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

Signature _____ Title CEO & City Manager

PRINT FORM



B.1.i [Coastal or Waterfront Area]	Yes
B.1.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites: 546031
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	546031
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031, C336099
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Hudson River (Class B) - PCBs
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Tidal River
E.2.n.i [Natural Communities - Acres]	74248.64
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Shortnose Sturgeon, Atlantic Sturgeon, Bald Eagle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

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

Agency Use Only [If applicable]
Project : Newburgh Landing Pier Reconstruction
Date : September 2025

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

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

Tips for completing Part 2:

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

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
		☐ 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	☒	☐

I. Other impacts: _____ _____		☐	☐
----------------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</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 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) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</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 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. (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>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:					
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	☐	☐		
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	☐	☐		
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐		
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	☐	☐		
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐		
vi. 43 tons/year or more of methane	D2h	☐	☐		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐		
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐		
f. Other impacts: _____ _____		☐	☐		

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

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

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
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: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. 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, E3g, E3f E3e, E3f, E3g, E1a, E1b 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.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</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 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) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</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 result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐		
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐		
c. Other impacts: _____ _____		☐	☐		

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO

☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

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

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☒ NO

☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☒ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

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

d. The proposed action may result in light shining onto adjoining properties.	D2n	☒	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☒	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may 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: _____ _____		☐	☐

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

See enclosed EAF Part 3 Narrative.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

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

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

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

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

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

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

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

Name of Action: Newburgh Landing Pier Reconstruction

Name of Lead Agency: City of Newburgh City Council

Name of Responsible Officer in Lead Agency: Todd Venning

Title of Responsible Officer: CEO and City Manager

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Chad M. Wade, R.L.A.

Address: 83 Broadway, Newburgh, New York

Telephone Number: (845) 569-7446

E-mail: cwade@cityofnewburgh-ny.gov

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

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

Applicant (if any)

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

PART 3 EXPANDED EAF

Evaluation of Environmental Impacts for the Newburgh Landing Pier Reconstruction Project

City of Newburgh, New York

September 2025

A. PROJECT DESCRIPTION

The Newburgh Landing Pier Reconstruction Project (“Project”) involves the demolition of the former City pier and reconstruction of a new Pier that reaches approximately 228 feet into the Hudson River from its riverbanks at Unico Park. The existing pier was extensively damaged from ice flow during the winter of 2014 and has been closed due to safety concerns. The Project entails modifying the existing seawall to accommodate the proposed increase in elevation of the proposed pier. The project will reach 150 feet further into the Hudson River than the former pier. This will allow the new pier to capitalize on the bathymetry, ensuring adequate deep-water access for the larger vessels. A thirty (30) foot by ninety (90) foot spud barge is proposed to accommodate smaller commercial vessels. A floating dock is proposed to accommodate recreational vessels. The Project Site is located at 70 Front Street, Section 51, Lot 1, Block 3.

The pier was designed to meet coastal construction standards because the Project Site is located within the 100-year floodplain. This will minimize potential flood damage. The spud barge fendering and mooring system can secure the barge during storm events. Additionally, the design has incorporated measures to mitigate potential ice damage.

The pier would include docking for large vessels and floating docks for transient recreational vessels. Other vessels, such as the Newburgh-Beacon Ferry, the Hudson River Sloop Clearwater, and several cruise liners have expressed interest in docking at the new pier. By facilitating deep-water access to the Hudson River, the Proposed Action is expected to enhance regional transportation networks while increasing economic and recreational opportunities along the City of Newburgh Waterfront.

B. RESPONSE TO PART 2 OF SEQRA FULL EAF

The following information provides a detailed discussion of the potential impacts of the Project. This document is organized according to the structure of the Part 2 EAF.

1. Impacts on Land

No impacts were identified. The vast majority of the project is located in the Hudson River rather than on land. A estimated total of 550 square feet of land disturbance will occur, including the removal of 100 cubic yards of material. The contractor will use best management practices to ensure that silt,

sediment, fuels, or other pollutants associated with construction do not directly or indirectly contaminate waterbodies, soil, or air at the project site or adjacent properties. A construction fence will be placed on the landside to secure the site, per the Project's Site Access Erosion & Sediment Control Plan. All construction activity will be implemented in accordance with the New York State Standards and Specifications for Erosion and Sediment Control.

The Project will comply with all local, State, and Federal standards designed to protect land. This includes review and permits from the New York State Department of Environmental Conservation and the Office of General Services (Docks, Moorings or Platforms). The Project will obtain any necessary Building Permits from the City of Newburgh Code Compliance Bureau. These standards are designed to mitigate the safety and environmental concerns of construction on land.

The Project received a Finding of No Significant Impact under the National Environmental Protection Act (NEPA), certified March 18, 2025. Impacts to land were contemplated in this review.

Based on the above, the proposed Action will not have significant environmental impacts to land.

2. Impacts on Geological Features

No impacts were identified. The Proposed Action will not result in the modification or destruction of any unique or unusual landform on the site.

3. Impacts on Surface Water

No or small impacts were identified. Per the Project's Site Access Erosion & Sediment Control Plan, the contractor will utilize turbidity curtains, which will be installed along the construction limit line in the Hudson River. The turbidity curtains will control any soil disturbances caused by the contractor's construction activities. Adjacent to the turbidity curtain will be an oil and debris containment boom system. This is installed to prevent contamination of the shoreline and sensitive areas near the project site. Both barriers shall be installed prior to the start of work and maintained throughout construction. The Pier will be supported by piles to maintain the natural water flow of the Hudson River and preserve benthic habitats. The project also avoids shallow or environmentally sensitive nearshore areas that could be adversely impacted by construction or operations. Furthermore, the project does not involve dredging or discharges that would harm water quality. All construction

activity will be implemented in accordance with the New York State Standards and Specifications for Erosion and Sediment Control.

The Project will comply with all local, State, and Federal standards designed to protect surface waters. This includes review and permits from the New York State Department of Environmental Conservation (401 Water Quality Certification, Excavation and Fill in Navigable Waters); review and permits from the New York State Office of General Services (State Owned Lands Under Water), review and permits from the New York State Department of State (Coastal Consistency Review); and review and permits from the U.S. Army Corps of Engineers (Section 404 CWA Permit, Section 10 Permit). The project will not become operational without the issuance of all applicable permits.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Impacts on surface water were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to surface water.

4. *Impacts on Groundwater*

No impacts were identified. The Proposed Action will not result in the new or increased use of groundwater. The nature of the use does not have the potential to introduce contaminants to groundwater or an aquifer.

5. *Impacts on Flooding*

No or small impacts were identified. The project was designed to be offset from the shoreline and adjacent infrastructure to reduce wave exposure during storm events. The design will enhance structural resiliency of both the pier and Unico Park with regard to flooding.

The design of the pier includes mitigation measures for floodplain impacts. The Proposed Action is located in the 100-year floodplain and 500-year floodplain, as identified on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (Firm). The pier has been designed for the latest FEMA 100-year flood level. It has incorporated wave overtopping, and resiliency features, including elevating the pier above the previous pier in anticipation of the 2050 estimated sea-level rise of the Hudson River. This will also protect the pier from storm surge, flooding, and impacts from ice movement. To minimize potential flood damage, the Pier has been designed with a fendering and mooring system capable of securing the barge during

flooding events. Durable, low-maintenance materials such as Ipe hardwood, fiberglass, concrete, and steel have been selected in place of more decay-prone options like southern yellow pine or Douglas fir, ensuring long-term structural integrity and resistance to ice flow damage.

Other design considerations were made for flood events during construction planning. To resist uplift forces caused by buoyancy and storm surge, alternating piles are drilled with rock sockets embedded into competent bedrock, providing reliable vertical anchorage. Reinforced concrete caps connect all steel piles and deck framing. Fiberglass stringers are bolted into the concrete cap. Deck joists and planks are secured together and bolted with fiberglass stringers. This entire system provides additional safety against uplifts due to tidal surge.

The Project will comply with all local, State, and Federal standards designed to mitigate flood impacts. This includes review and permits from the New York State Department of Environmental Conservation (401 Water Quality Certification, Excavation and Fill in Navigable Waters); review and permits from the New York State Office of General Services (State Owned Lands Under Water), review and permits from the New York State Department of State (Coastal Consistency Review); and review and permits from the U.S. Army Corps of Engineers (Section 404 CWA Permit, Section 10 Permit). The project will not become operational without the issuance of all applicable permits.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Impacts on flooding were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to flooding.

6. *Impacts on Air*

No impacts were identified. No air permits are required for the construction or operation of the Proposed Action. There will be an increase in fossil fuel consumption by heavy machinery during the construction phase of the project. However, the increase in vehicle and equipment emissions is temporary and will not have a significant impact on local air quality.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Air quality impacts were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to air quality.

7. Impacts on Plants and Animals

No or small impacts were identified. The EAF Part 1 identified the project site as containing or being in an area identified as habitat for Shortnose Sturgeon, Atlantic Sturgeon, and Bald Eagle. Therefore, the project materials were referred to the New York State Department of Environmental Conservation for agency review. The New York State Department of Environmental Conservation (NYSDEC) responded by identifying potential plant and animal species that may occur within the project area. NYSDEC did not cite any impacts to those potential plant and animal species. Based on the nature and scope of the proposed work, no impacts to these species are anticipated.

The proposed pier has been designed to minimize impacts on natural resources and the surrounding aquatic environment. Construction methods will follow best management practices to prevent sediment disturbance and limit turbidity, while in-water work will be restricted to designated periods to avoid disrupting fish spawning and migration. The structure will be supported by piles to maintain natural water flow and preserve benthic habitats. There will be a slight increase in shading due to the increased pier size. Given the vast size of the aquatic habitat associated with the Hudson River – which reaches one (1) mile wide at Newburgh Bay – the slight increase in shading expects to be beneficial by regulating water temperature, creating structure for fish and invertebrates to use as shelter, and enhancing ecological diversity in nearshore environments. Additionally, the project does not involve dredging or discharges that would harm aquatic or riverine habitats.

The construction planning for the pier contemplated impacts to natural resources; mitigation measures will be followed to protect nearby wildlife habitat, including an oil and debris containment boom system. This will prevent contamination of the shoreline and sensitive habitats near the project site. In addition, the project was designed to avoid shallow or environmentally sensitive nearshore areas that could be adversely impacted by construction or operations. These measures will ensure that no unreasonable, uncontrolled, or unnecessary damage occurs to water resources, fish, shellfish, crustaceans, or other marine life will occur during the construction of the pier.

The Project will comply with all local, State, and Federal standards designed to mitigate impacts to plants and wildlife. This includes review and permits from the New York State Department of Environmental Conservation (401 Water Quality Certification, Excavation and Fill in Navigable Waters); review and permits from the New York State Office of General Services (State Owned Lands Under Water), and review and permits from the U.S. Army Corps of Engineers (Section 404 CWA Permit, Section 10 Permit). The project will not become operational without the issuance of all applicable permits.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Impacts on plantings and animals were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to plants and animals.

8. *Impacts on Agricultural Resources*

No impacts were identified. The subject property is not located within a certified agricultural district. There are no active agricultural lands in the surrounding area of the Proposed Action.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Impacts on agricultural resources were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to agricultural resources.

9. *Impacts on Aesthetic Resources*

No impacts were identified. The project will not be visible from any Scenic Rivers pursuant to the Wild, Scenic and Recreational Rivers Act, any National Scenic Trails, nor any Critical Environmental Areas.

The project will be visible from Hudson Highlands State Park (HHSP) and the Hudson Highlands Scenic Area of Statewide Significance (SASS). The Project is not within the Hudson Highlands SASS, as its boundaries within the City of Newburgh terminate near Ward Brothers Memorial Rowing Park¹.

¹ *Scenic Areas of Statewide Significance* (July 1993, Reprinted 2004), Map: Hudson Highlands Scenic Area of Statewide Significance, page 282. <https://dos.ny.gov/system/files/documents/2020/08/udson-river-valley-sass.pdf>.

The pier will not have any significant impact on aesthetic resources, as the structure will only reach 15 feet in height and 79 feet in width. It has been designed to complement the existing aesthetic character of Newburgh's waterfront.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to aesthetic resources.

10. Impacts on Historic and Archeological Resources

No impacts were identified. When generating the EAF Part 1 form through the NYSDEC EAF Mapper, the questions related to historic and archeological resources– E3c, E3e, and E3f – autogenerated “no”.

The project is located greater than 500 feet from any building or archeological site listed on the National or State Register of Historic Places (SHPO), or that has been determined by SHPO to be eligible for listing on the State Register of Historic Places. This includes being greater than 500 feet from the boundaries of the East End Historic District, which is listed on the National Register of Historic Places.

During the NEPA review, SHPO provided a letter stating, “it is the opinion of the New York SHPO that no historic properties, including archaeological and/or historic resources, will be affected by this undertaking”.

Based on the above, significant adverse environmental impacts on historic and archeological resources are not anticipated as a result of the Proposed Action.

11. Impacts on Open Space and Recreation

No impacts were identified. The Proposed Action will increase recreation opportunities for the public by providing greater access to open space and the Hudson River. The 2017 LWRP mentioned the need for increased public access to the Hudson River. It specifically highlighted the need for public docking facilities for boaters (pg. 63). The Pier will have docking options for transient boaters and extend 150 feet further into the Hudson River than the previous pier. The Pier will be open to the public and ADA-accessible.

12. *Impacts on Critical Environmental Areas*

No impacts were identified. Based on review of the New York State Department of Environmental Conservation (DEC) DECinfo Locator Map, there are no Critical Environmental Areas designated in the City of Newburgh.

13. *Impacts on Transportation*

No or small impacts were identified. The City conducted a brief parking demand analysis to determine impacts to the local transportation system and whether adequate parking exists at the Project Site.

The City reviewed the Institute of Transportation Engineers (ITE) publication, *Parking Generation Manual*, 5th Edition, which provides data for similar uses based on observations of existing similar facilities. The following Land-Use Categories were investigated for this analysis but deemed inappropriate: Land Use Category 420 – Marina, and Land Use Category 411.

Regarding the Marina Land Use Category, the ITE estimates parking demand based on the number of boat slips. This calculation assumes that the public will be allowed to haul and dock boats at the Pier on a semi-permanent or permanent basis, which would generate a need for vehicle parking. However, the Proposed Action will only allow transient boaters – those who are already boating on the Hudson River – to dock their boat for several hours at the Pier. Therefore, transient boaters will not generate *any* vehicle parking demand. Thus, the Marina Land Use Category would not be appropriate to estimate parking generation for the Project.

The Public Park Land Use Category projects parking demand based on acreage. When accounting for both the water side acreage and land side acreage, the Project is approximately 2.42 acres. This results in a parking demand for only three (3) vehicles. The Public Park Land Use Category was also deemed inadequate for the Project because the City anticipates vessels to dock at the future pier.

Therefore, the City determined parking needs for the largest ships anticipated to dock at the Pier: The Hudson River Sloop Clearwater (“Clearwater”) and the Newburgh-Beacon Ferry (“Ferry”).

The Clearwater (“Clearwater”) is a non-profit organization that provides educational sails on the Hudson River on its historic 106’ Hudson River Sloop replica. The Clearwater generally has public sails during the weekday and

weekend between 10:00 am and 5:30 pm. The boat has a capacity of 45 individuals. The City estimate that the parking demand for the Clearwater to be 1 space per four (4) passengers² or 11 spaces.

The Ferry was operated by the NY Waterway under contract from the Metropolitan Transportation Authority. It is currently not operational, but when operational, its regular weekday schedule includes 14 departures from Newburgh ranging in times from 5:30 A.M. to 8:00 A.M. and 5:50 P.M. and 8:30 P.M.³ There was no weekend service.

Over the last ten (10) years, Ferry ridership levels decreased significantly. According to the MTA, the Ferry reached peak ridership in 2008, with 250 riders per day. Based on a review of City files from Planning meetings with the operator in 2015, the MTA requested 150 to 200 parking spaces to adequately accommodate daily riders. In a similar meeting in 2017, this number dropped to 100 parking spaces. Following the pandemic, ridership reduced by nearly 50%, going from approximately 60,000 annual riders in 2019⁴ to 31,950 annual riders in 2024⁵. In January 2025 the MTA announced the discontinuance of Ferry service due to required repairs on the Beacon side of the River. In June 2024 news reporting on the political and advocate push to reinstate the Ferry service citing only 62 daily riders in 2024⁶. This is the most recent estimated parking demand for the Ferry. The City estimates the parking demand for the Newburgh-Beacon Ferry to be 62 spaces.

Therefore, the City estimates the cumulative parking demand for the Pier Project to be 73 spaces.

Note that 73 spaces is the maximum projection for parking demand because the two major uses contemplated for this analysis have off-setting operational hours. When in service, the Newburgh-Beacon Ferry had operational hours that did not overlap with the Clearwater. The Clearwater operates on weekends and weekdays in the middle of the day, whereas the Ferry operated during the week during early morning hours and the evening commute. The

² *A Compilation of Generally Accepted Standards for Marina Parking*. Lake George Park Commission. January 2015. <https://lgpc.ny.gov/system/files/documents/2018/07/marinaparking.pdf>

³ <https://www.nywaterway.com/newburghtobeaconroute.aspx>

⁴ <https://www.recordonline.com/story/news/2019/09/28/newburgh-beacon-ferry-joy-for/2651775007/>

⁵ <https://www.mta.info/document/170821>

⁶ <https://highlandscurrent.org/2025/07/04/beacon-to-newburgh-ferry-scuttled/>

bars, restaurants and service industries on Front Street have peak hours on Friday nights and weekend nights.

The general vicinity of the Project Site has adequate parking demand. In the immediate area, there are 52 off-street and publicly available parking spaces. The Project Site has a parking area with 32 parking spaces, including three (3) accessible parking spaces. Directly to the west of the Project Site is a public parking lot at 63 Front Street with 20 vehicle spaces.

Front Street has 80 on-street parking spaces, all within a short walk from the Project Site. Just west of the site is Water Street and S. Colden Street, which contains 97 on-street parking spaces within a ten (10) minute walk from the Project Site.

A total of 167 publicly available on-and-off-street parking spaces are located within a short walk of the pier project. To mitigate any possible transportation impacts related to parking, the City will consider designating on-street Bus Parking on Front Street directly adjacent to Unico Park. This will allow commercial vessel operators the option to coordinate with commercial bus services for the pick-up and drop-off of patrons.

Based on the above analysis, the Project is not expected to result in significant adverse environmental impacts to transportation.

14. Impacts on Energy

No or small impacts were identified. The project will create a small demand for energy, which Central Hudson has capacity to serve.

15. Impacts on Noise, Odor, and Light

Regarding noise impacts, no or small impacts were identified. Noise would be generated by construction vehicles, tools, and pile driving equipment. The closest residence to the Project Site include several apartments at 12, 14, and 19 Front Street and the Varick Homes located west of the project site on Montgomery Street.

The construction activities will occur during typical construction hours and would comply with Section 139-10 of the City Code, which limits construction activities to the hours of 7:00 AM to 10 PM and prohibits construction on Saturday, Sunday and legal holiday unless prior written notice is given to the Building Inspector, and the Building Inspector issues a permit for such operations in which conditions may be established to address noise and other

construction impacts. Compliance with City regulations would ensure that construction does not take place at night or during early morning hours when residents are typically at home. It also ensures that construction does not occur during hours when the restaurants on Front Street are at their busiest. Noise will be temporary during the construction phase and will not result in any significant impacts.

The normal operation of the pier is not expected to produce decibel levels that are harmful to the environment.

Regarding light impacts, no or small impacts were identified. Lighting was selected to ensure a safe and secure site, in addition to preventing light spillage, glare, light pollution, and diminished visibility of night sky. Light fixtures were selected to be dark sky compliant and will not have an adverse effect on nocturnal wildlife.

Regarding odor, no impacts were identified. The pier will not produce any odors of environmental concern.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Noise, odor, and light impacts were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts from noise, odor, and light .

16. Impacts on Human Health

No impacts were identified. The Proposed Action will provide greater access to parks and the Hudson River, which is a benefit to human health. Access to natural waterways is known to promote physical and mental well-being by encouraging outdoor activity, providing access to water-based recreation, and offering calming natural environments that help reduce stress. The health and welfare of local resident and future residents is not expected to be endangered.

The Project received a Finding of No Significant Impact under NEPA, certified March 18, 2025. Impacts on human health were contemplated in this review.

Based on the above, the Project is not expected to result in significant adverse environmental impacts to human health.

17. *Consistency with Community Plans*

No impacts were identified. The Newburgh Landing Pier Reconstruction project is the result of a ten (10) year planning process that included comprehensive outreach to the public and project stakeholders. The need for a new pier has been documented in every applicable planning document since the Newburgh Landing was damaged in 2014. This includes the 2017 Local Waterfront Revitalization Program Update, the 2018 Vision Plan, and the 2025 Brownfield Opportunity Area Nomination Study.

Consistency with Community Character

No impacts were identified. There are neither state nor federally designated landmarks nor any designated visual resources, contiguous to the site, or in the immediate vicinity that would be significantly affected by the Proposed Action.

C. SUMMARY OF FINDINGS

Based on the above analysis, the City Council of the City of Newburgh finds the Newburgh Landing Pier Reconstruction Project will not have significant adverse environmental impacts on the environment.

RESOLUTION NO.: 206 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
DOCUMENTS WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
("NYSDOT") RELATED TO NYSDOT'S APPROPRIATION OF A PORTION OF
PROPERTY LOCATED AT 660 LITTLE BRITAIN ROAD, NEW WINDSOR
FOR A TEMPORARY EASEMENT**

WHEREAS, the City of Newburgh is the owner of certain property located at 660 Little Britain Road in the Town of New Windsor, County of Orange, State of New York (Section 4, Block 1, Lot 12.2) ("City Property"); and

WHEREAS, the New York State Department of Transportation ("NYSDOT"), in connection with PIN 8LC2.21.201, is performing work on a culvert that runs underneath State Route 207 in New Windsor, which requires access to a portion of City Property adjacent to the culvert, and NYSDOT intends to acquire temporary easement rights to a portion of the City Property by eminent domain; and

WHEREAS, the City is entitled to compensation for NYSDOT's use of the City Property during the project which shall be deposited in budget line F.0000.2700; and

WHEREAS, this Council has reviewed the NYSDOT materials and finds that accepting NYSDOT's compensation offer is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute documents with the New York State Department of Transportation related to its appropriation of a portion of property located at 660 Little Britain Road, New Windsor, for a temporary easement.



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JAMES RUSAK, P.E.
Assistant Commissioner
Regional Affairs and Asset Management

July 22, 2025

The City of Newburgh
Attn: Jason C. Morris, PE
83 Broadway
Newburgh, NY 12550

Subject Property Address: State Routes 300 & 207, New Windsor, NY 12553 (Tax Lot #4-1-12.2)

Re: PIN 8LC2.21.201
S.H. 153; Newburgh – Campbell Hall Road
Map(s): 203; Parcel(s): 290 & 291
Town of New Windsor
County of Orange

To Whom It May Concern:

The New York State Department of Transportation is preparing to do work in your area. You should have already been contacted by the Acquisitions group explaining the work that is involved and how it will affect the property. I am a real estate appraiser in the Appraisal group and have been tasked with placing a fair market value on the area to be acquired (Map 203, Parcels 290 & 291).

As part of the appraisal process, I will be inspecting the site to be utilized, as well as the larger property that it is part of. You are welcome, and encouraged, to accompany me during that inspection. At that time, you can provide me with any details of the property that you feel are relevant and I will be able to answer any questions of the process that you may have. Please keep in mind however that I will not be able to discuss any sort of value at that time. My goal is to complete the inspections in the period between August 4, 2025, and August 8, 2025.

Please contact me at 845-437-3352 or jacob.sibilla@dot.ny.gov to arrange a mutually convenient time to meet at the site. If you do not wish to meet, which is your choice, please kindly respond accordingly.

If I do not hear from you, I will inspect the property from the street, complete the appraisal, and you will be contacted by the Acquisition Specialist with an offer of compensation.

Sincerely,

A handwritten signature in cursive script that reads "Jacob Sibilla".

Jacob Sibilla
Real Estate Specialist 1
NYS Certified Residential R. E. Appraiser



KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JAMES RUSAK, P.E.
Assistant Commissioner
Regional Affairs and Asset Management

August 13, 2025

The City of Newburgh
83 Broadway
Newburgh, NY 12550-5617

Subject Property: 660 Little Britain Road, New Windsor, NY 12553

Re: **PIN 8LC2.21.201**
SH 153; Newburgh – Campbell Hall Road
Map(s) 203
Parcel(s) 290 & 291
Town of New Windsor
Orange County

Dear City of Newburgh:

The New York State Department of Transportation (NYSDOT) is progressing the above captioned project and we are now able to extend an offer of just compensation to you for your property as described in the attached map(s). Our offer, based on the amount of our highest approved appraisal, is **\$50.00 (Fifty and 00/100 Dollars)**.

To assist you with your review of our offer, enclosed please find the following documents:

- 1) **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT (ROW 265-1)**
- 2) **HOW PROPERTY IS ACQUIRED IN NEW YORK STATE (ROW 432a)**
- 3) **ACQUISITION FACT SHEET (ROW 431a)**
- 4) **APPROPRIATION MAP(S)**: This map depicts the area and interest the Department is acquiring. The map became official upon filing with the Department of Transportation on **August 7th, 2025**. After you have had a reasonable opportunity to consider the offer stated above, we will record this map with the County Clerk's Office where the property is located whereupon title will transfer from you to the State of New York; you will be notified of this by personal service or certified mailing of a Notice of Appropriation and map.
- 5) **PLAN SHEET**
- 6) **DESCRIPTION OF PROJECT**
- 7) **AGREEMENTS**: By law, you may receive your compensation either as an advance payment on your claim by signing and returning the enclosed Agreement for Advance Payment, or as a full settlement of your claim by signing an Agreement of Adjustment and Release of Owner (which will be provided upon request).

(a) If you sign the enclosed Agreement for Advance Payment, you may collect the amount stated on the agreement, plus applicable interest, and negotiate for additional compensation, if warranted and justified. The Agreement for Advance Payment provides you with the right to file a claim with the Court of Claims, within a three-year period from the date the Department delivers you a Notice of Appropriation. Your failure to file a claim in the Court of Claims within the three years shall be automatically deemed an acceptance of the amount paid as full settlement of your claim.

(b) If you sign the Agreement of Adjustment and Release of Owner, this settles your claim for the offered amount, plus applicable interest, and waives your right to file a claim in the Court of Claims. Please note that this agreement is not included in this offer package but is available upon request.

For either type of agreement, please execute all four (4) originals in the presence of a notary public. Keep one original for your file and return the other three (3) in the enclosed postpaid envelope.

- 8) **INTEREST SUPPLEMENT TO AGREEMENT (ROW 21-8)** – This is an informational sheet explaining how interest is calculated on the offered amount and will be attached to the agreements if applicable to your specific appropriation.
- 9) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)** – This form is used to collect your Social Security/Tax Payer Identification number.
- 10) **SELF-ADDRESSED STAMPED ENVELOPE (SASE)** for return of the signed agreements and other completed documents.
- 11) **RESOLUTION** – to be completed by designated officer(s) or proper part(ies) to execute the agreements and closing papers on your behalf.
- 12) **AFFIRMATION**
- 13) **CLAIM FOR PAYMENT-PURCHASE OF LAND OR PROPERTY (AC1366-S)** Voucher (in duplicate)

Please be advised that before we can issue a check for your property, the following steps must be completed:

- (a) The Department must take title to the property by recording the appropriation map with the County Clerk where the property is located.
- (b) The Department must receive three (3) copies of the signed agreement from you containing original signatures, signed in the presence of a notary (retain one (1) for your records). The agreement must be approved by the Commissioner or his/her designee and, in certain instances, the Office of the New York State Comptroller.
- (c) IRS Form W-9 must be properly executed and returned.
- (d) The Department must verify payment of taxes for Tax Map Parcel **4-1-12.2** *Note that if a tax was a lien on the date of vesting, proof of payment of all installments is required.

Any additional required documents needed to issue payment not already included in this package will be provided to you after the Department receives a signed agreement.

Please also note that pursuant to New York State Eminent Domain Procedure Law §304(e)(2), the Department may make a deposit in the amount of our highest approved appraisal of your property if federal funds are involved in the project and the Department determines that it is necessary to proceed with a construction contract without delay. Such a deposit complies with federal laws, rules, and regulations. You will be notified if a deposit has been made and you may apply to receive the deposited funds.

I will contact you soon to further discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at 845-437-5156 or by e-mail at charlene.laday-hill@dot.ny.gov . Thank you.

Sincerely,



Charlene L. LaDay-Hill
Real Estate Specialist 1

Enclosures

cc: Acquisitions Management Bureau, POD 41
File

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

PIN 8LC2.21

MAP NO. 203
PARCEL NOS. 290 & 291
SHEET 1 OF 2 SHEETS

NEWBURGH-CAMPBELL HALL ROAD
S.H. NO. 153

Parcel Locator Point:
Parcel No. 290
N: 966,483.799
E: 607,742.068

Parcel No. 291
N: 964,466.838
E: 607,791.837

CULVERT ID. No.
C.I.N. C840061

THE CITY OF NEWBURGH
(REPUTED OWNER)

CCD: LIBER 388 PAGE 352
TRN 101

PARCEL SUMMARY:
Type: Temporary Easement
Portion of 2022 TAX MAP
TAX MAP Ref. No.
4-1-12.2
Town of New Windsor
County of Orange
State of New York

THE CITY OF NEWBURGH
(REPUTED OWNER)
T.E.

AREA=845± SQ. FT.
OR
0.019± ACRE

THE CITY OF NEWBURGH
(REPUTED OWNER)
T.E.

AREA=775± SQ. FT.
OR
0.018± ACRE

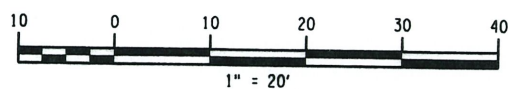
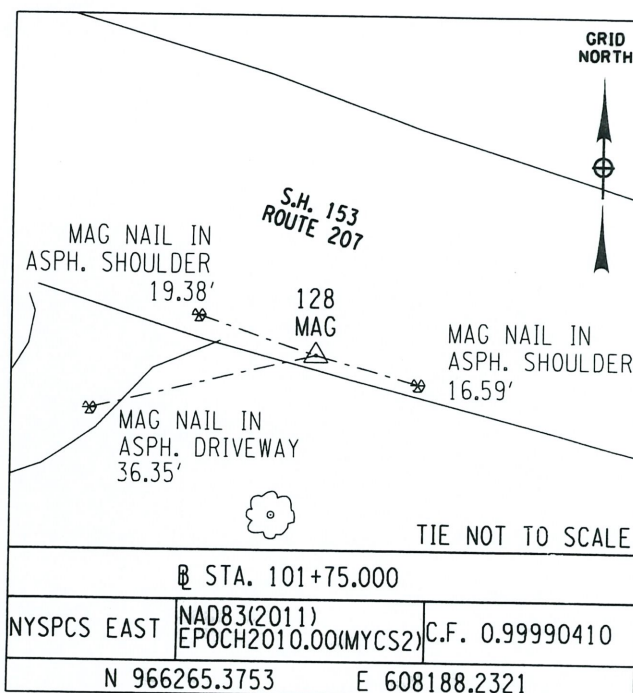
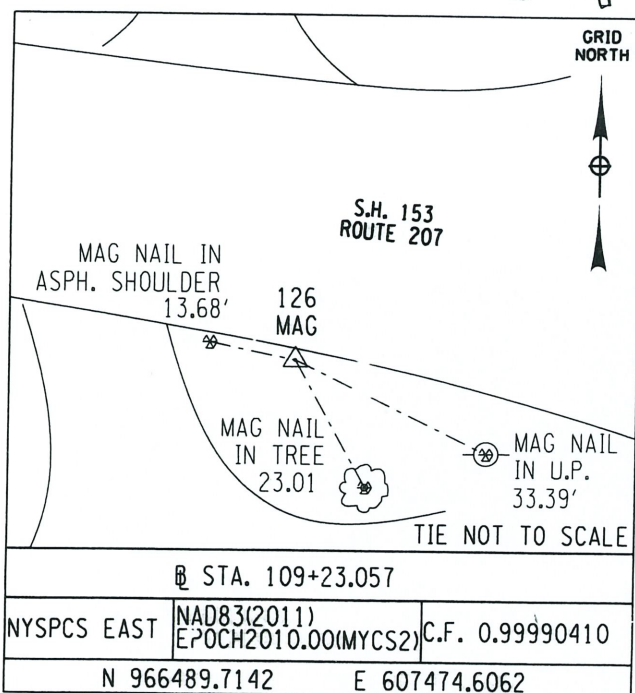
TRUE NORTH AT THE 74°30'
MERIDIAN OF WEST LONGITUDE

(NAD83/ (2011) HORIZ.)

STA.
109+23.057

TO NEWBURGH

STA.
101+75.000



NEWBURGH-CAMPBELL HALL ROAD
S.H. NO. 153

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

PIN 8LC2.21

MAP NO. 203
PARCEL NOS. 290 & 291
SHEET 2 OF 2 SHEETS

Field Survey Records and Control Report are on file in the Regional Office of NYSDOT.

TEMPORARY EASEMENT FOR GRADING AND WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of grading, seeding and a work area for use and exercisable during the construction or reconstruction of the highway and terminating once deemed no longer necessary for highway purposes and released by the Commissioner of Transportation or other authorized representative acting for the People of the State of New York, or its assigns by filing of a certificate pursuant to Highway Law Section 30(20). Such easement shall be exercised in and to all that those piece or parcel of property designated as Parcel No. 290 and Parcel No. 291, as shown on the accompanying map.

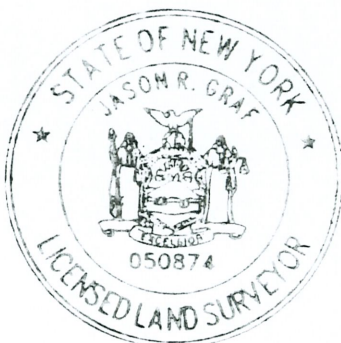
RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 290 and Parcel No. 291 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date MARCH 5 2024



MARK J. TIANO, Regional Design Engineer
for the Regional Director of
Transportation Region No. 8



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date FEBRUARY 27 2024


GdB Geospatial LS, P.C.
Jason R. Graf, L.S.
N.Y.S.L.S. License No. 050874

THE CITY OF NEWBURGH
(REPUTED OWNER)

Map of property in and to which an easement as hereinabove defined is deemed necessary by the Commissioner of Transportation to be acquired by appropriation in the name of the People of the State of New York for purposes connected with the highway system of the State of New York pursuant to Section (30) of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

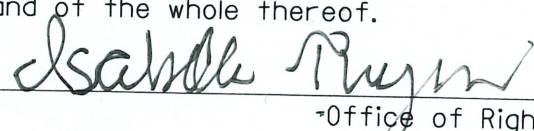
Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date August 07 2025



Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.



Office of Right-of-Way

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY**AGREEMENT OF ADJUSTMENT
and RELEASE OF OWNER
UNDER \$1,000**PIN **201**PROC **15179**PROJECT **SH 153, Newburgh-Campbell Hall Road**MAP(S) **203; 203**PARCEL(S) **290; 291**COUNTY **Orange**TOWN/CITY **New Windsor**

VILLAGE

THIS AGREEMENT, made this ✓ day of ✓, ✓, between**CITY OF NEWBURGH****City Hall****Newburgh, NY 12550-5617**hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant was, at the time of said appropriation or, if said appropriation has not yet occurred, the claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation of some right, title, or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by the State for the total value of the property so appropriated and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of **Fifty and 00/100 Dollars (\$50.00)**.
2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
4. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Director of Office of Right of Way or the Comptroller of the State of New York and upon certificate of the Attorney General of the State of New York as required by law.
5. This Agreement is also exclusive of claims, if any (other than the claim of the Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.
6. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.
7. Interest will be paid on the cash consideration herein provided for according to the conditions in ROW 21-8 Supplement to Agreement, attached and made a part hereof.
8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

9. This agreement is exclusive of the claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by statute.

10. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond _____ months from the date of vesting by the State of New York will result in an additional payment at a rate of \$2.08 per month, until the State files a certificate of termination of the temporary easement or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this temporary occupancy will be made upon the termination of the temporary easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination.

In consideration of the sum of **Fifty and 00/100 Dollars (\$50.00)** and in accordance with and pursuant to the above provisions, claimant hereby releases, exonerates and discharges The People of the State of New York from any and all claims and liability arising from and growing out of said appropriation and agreement, including any claim for the value of the property so appropriated and for all legal damages caused by such appropriation and all damages incurred by virtue and during the pendency of said appropriation proceedings and all damages to the remainder of the property of claimant of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, and from any and all claims which claimant has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, and this release has been executed by Claimant this ✓ day of ✓, 20✓.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

I affirm this ✓ day of ✓, 20✓, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Claimant:

CITY OF NEWBURGH

✓
BY: _____

✓
ITS: _____

APPROVED:

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PROPERTY ACQUIRED BY APPROPRIATION
INTEREST SUPPLEMENT TO AGREEMENT**

Lawful interest will be paid on the amount you are entitled to receive under this Agreement. State law governs the amount of interest you are entitled to and how that interest is calculated.

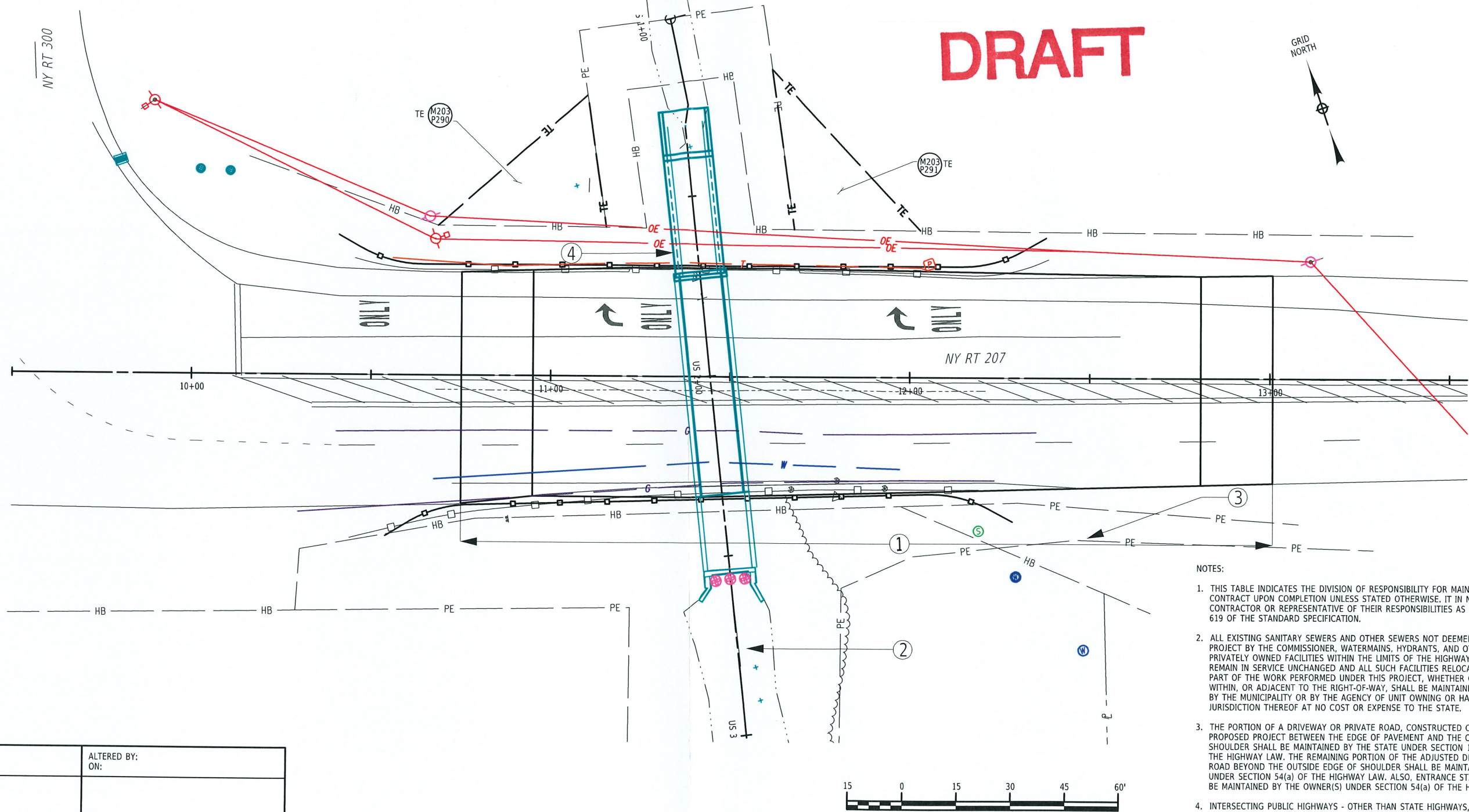
Interest payments are determined as follows:

1. Interest shall begin to accrue on the amount payable to you under this Agreement from the earlier of:
 - a. The transfer of title to the State by the filing of an appropriation map in the office of the County Clerk in the County where the property is located; or
 - b. The date upon which the State or its contractors enter the property for construction purposes, if title has not been already transferred to the State by the filing of the appropriation map as in a. of this paragraph.
2. Interest shall be paid at a rate established by statute. Current law applying to your claim requires that, unless the State has deposited the amount you are entitled to receive under this Agreement into a Special Eminent Domain Account (the "Special Account"), the State will pay interest at a rate not to exceed 9 per cent per annum (simple interest and not compounded). If your money has been deposited into the Special Account, you will be paid interest at a rate to be determined by the State Comptroller based upon the rate of interest earned by the Special Account during the period of deposit. Please note that the rate of interest earned by the Special Account may be significantly less than 9%.
3. The State is not required to pay interest, and interest will be suspended on the amount due under this Agreement, if:
 - a. You notify the State in writing that you reject the offer of compensation contained in this Agreement; or
 - b. You fail to notify the State in writing within 90 days from the date upon which you receive this Agreement that you accept the offer of compensation under the terms contained in this Agreement; or
 - c. You fail to return the agreement and/or the closing papers provided to you, or the other proofs required by the State (collectively, the closing papers and other proofs are hereafter referred to as the "Closing Papers") within 90 days from the date upon which you receive the Closing Papers, and your failure is unreasonable.
4. The interest suspensions described in paragraph 3. of this supplement shall continue until such time as you accept the State's offer, or you return the Agreement and/or all of the Closing Papers supplied to you, properly executed in a manner satisfactory to the State, whichever is applicable.

FILE NAME = 12-JUN-2025 18:30
DATE/TIME = USIP709422
USER =

DESIGN SUPERVISOR S. GEIGER, PE
JOB MANAGER N. SHUTE, PE
DESIGN C. PUMA, PE
CHECK R. NOVAK, PE
DRAFTING J. PEARSON
CHECK J. SHERMAN
PROJECT MANAGER N. SHUTE, PE

TABLE OF MAINTENANCE JURISDICTION							
PART NO.	HIGHWAY	LIMITS	GENERAL FEATURES TO BE MAINTAINED	CL MI	LANE MI	JURISDICTIONAL AGENCY	MAINTAINING AGENCY
1	NYS ROUTE 207	STA. 10+75± TO STA. 13+00±	PAVEMENT, PAVEMENT MARKINGS, FENCING, SHOULDERS, SIGNS, GUIDE RAIL, SNOW AND ICE CONTROL	0.043	0.172	NYSDOT	NYSDOT
2	UNKNOWN STREAM	WITHIN PROJECT LIMITS	CHANNELS EXISTING AND RELOCATED ON STATE ROW OR WITHIN STATE PERMANENT EASEMENTS	N/A	N/A	NYSDOT	NYSDOT
3	LOCAL DRIVEWAYS	WITHIN PROJECT LIMITS	DRIVEWAY SURFACE, SNOW, AND ICE CONTROL	N/A	N/A	PROPERTY OWNER (SEE NOTE 3)	HIGHWAY LAW SECTION 54(a) (SEE NOTE 3)
4	NYS ROUTE 207	STA. 11+40± TO STA. 11+51±	ALL CULVERT ELEMENTS	0.0023	0.0092	NYSDOT	NYSDOT



- NOTES:
- THIS TABLE INDICATES THE DIVISION OF RESPONSIBILITY FOR MAINTENANCE FOR THIS CONTRACT UPON COMPLETION UNLESS STATED OTHERWISE. IT IN NO WAY RELIEVES THE CONTRACTOR OR REPRESENTATIVE OF THEIR RESPONSIBILITIES AS COVERED BY SECTION 619 OF THE STANDARD SPECIFICATION.
 - ALL EXISTING SANITARY SEWERS AND OTHER SEWERS NOT DEEMED TO BE PART OF THE PROJECT BY THE COMMISSIONER, WATERMAINS, HYDRANTS, AND OTHER MUNICIPALLY OR PRIVATELY OWNED FACILITIES WITHIN THE LIMITS OF THE HIGHWAY RIGHT-OF-WAY WHICH REMAIN IN SERVICE UNCHANGED AND ALL SUCH FACILITIES RELOCATED OR PROTECTED AS PART OF THE WORK PERFORMED UNDER THIS PROJECT, WHETHER CROSSING, LOCATED WITHIN, OR ADJACENT TO THE RIGHT-OF-WAY, SHALL BE MAINTAINED AS THE CASE MAY BE, BY THE MUNICIPALITY OR BY THE AGENCY OF UNIT OWNING OR HAVING CONTROL AND JURISDICTION THEREOF AT NO COST OR EXPENSE TO THE STATE.
 - THE PORTION OF A DRIVEWAY OR PRIVATE ROAD, CONSTRUCTED OR ADJUSTED UNDER THE PROPOSED PROJECT BETWEEN THE EDGE OF PAVEMENT AND THE OUTSIDE EDGE OF SHOULDER SHALL BE MAINTAINED BY THE STATE UNDER SECTION 10, SUBDIVISION 25 OF THE HIGHWAY LAW. THE REMAINING PORTION OF THE ADJUSTED DRIVEWAY OR PRIVATE ROAD BEYOND THE OUTSIDE EDGE OF SHOULDER SHALL BE MAINTAINED BY THE OWNER(S) UNDER SECTION 54(a) OF THE HIGHWAY LAW. ALSO, ENTRANCE STAIRS AND WALKS SHALL BE MAINTAINED BY THE OWNER(S) UNDER SECTION 54(a) OF THE HIGHWAY LAW.
 - INTERSECTING PUBLIC HIGHWAYS - OTHER THAN STATE HIGHWAYS, BEYOND THE OUTSIDE EDGE OF THE SHOULDER OR PAVEMENT EDGE OF THE STATE HIGHWAY SHALL BE MAINTAINED BY THE LOCAL UNIT OF GOVERNMENT HAVING JURISDICTION.

AFFIX SEAL: ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	CULVERT REHABILITATION SH 153 TOWN OF NEW WINDSOR COUNTY: ORANGE REGION: 8	PIN 8LC2.21 NY-207	BRIDGES	CULVERTS C840061	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED MAINTENANCE JURISDICTION PLAN C840061 NY-207 OVER UNKNOWN STREAM	CONTRACT NUMBER DXXXXXX DRAWING NO. D-MJP-01 SHEET NO. 82
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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

wsp

State
of
New York**CLAIM FOR PAYMENT-
PURCHASE OF LAND OR PROPERTY****NYS Agency / Vendor Information**

Vendor Identification Number		Vendor Location ID		Vendor Address Sequence	
Vendor Name 1 CITY OF NEWBURGH			Vendor Name 2		
Voucher ID	Business Unit Name		Business Unit	Interest Eligible (Y/N)	Purchase Order No.
Payment Date (MM) (DD) (YY)		Liability Date (MM) (DD) (YY)		Merch/Inv. Rec'd Date (MM) (DD) (YY)	
Withholding Class	Withholding Amount	Handling Code	Payee Amount	Agency Internal Use	
Address Line 1 City Hall			Invoice Number		Invoice Date
Address Line 2 83 Broadway			City Newburgh	State NY	Zip Code 12550-5617

Description of Property Purchased (Limit to 254 spaces)

Property Address /		
City New Windsor	State NY	Zip Code /
Map and Parcel Numbers M 203; 203 P 290; 291		Contract ID /
Classification of Project Proc. 15179, Orange County SH 153, Newburgh-Campbell Hall Road	Acquired Pursuant to Statute	Project Code 8LC221201
To payment pursuant to agreement for advance payment dated _____ or judgement of Court of Claims for property and/or Easement Rights in and to property on appropriation map or as described above.		Amount \$ \$50.00 _____ _____ _____
Certification by Claimant: This is to certify that the sum mentioned in the above statement is correct and that no part thereof has been previously submitted or paid and the whole thereof is justly due and payable to claimant(s) in the above entitled project.		Total \$ \$50.00 _____

SIGNATURE OF CLAIMANT(S)

CITY OF NEWBURGH

BY: ✓

ITS: ✓

PeopleSoft Format Charge Lines (If Applicable)

Business Unit	Department	Program	Fund	Account
Budget Reference	Project ID	Activity	Class	Operating Unit
Product	Chartfield 1 – Accumulator	Chartfield 2 – Accumulator	Chartfield 3 – Accumulator	Amount

Legacy Format Charge Lines (If Applicable)

Expenditures							Liquidation				
Dept.	Cost Center	Var.	Yr.	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept	Statewide					
Liability Date		From Date		TC	Subledger			Optional			

State
of
New York

CLAIM FOR PAYMENT- PURCHASE OF LAND OR PROPERTY

NYS Agency / Vendor Information

Vendor Identification Number		Vendor Location ID		Vendor Address Sequence	
Vendor Name 1 CITY OF NEWBURGH			Vendor Name 2		
Voucher ID	Business Unit Name		Business Unit	Interest Eligible (Y/N)	Purchase Order No.
Payment Date (MM) (DD) (YY)		Liability Date (MM) (DD) (YY)		Merch/Inv. Rec'd Date (MM) (DD) (YY)	
Withholding Class	Withholding Amount	Handling Code	Payee Amount	Agency Internal Use	
Address Line 1 City Hall			Invoice Number		Invoice Date
Address Line 2 83 Broadway			City Newburgh	State NY	Zip Code 12550-5617

Description of Property Purchased (Limit to 254 spaces)

Property Address			/		
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Map and Parcel Numbers M 203; 203 P 290; 291			Contract ID /		

Classification of Project Proc. 15179, Orange County SH 153, Newburgh-Campbell Hall Road	Acquired Pursuant to Statute	Project Code 8LC221201
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To payment pursuant to agreement for advance payment dated _____ or
judgement of Court of Claims for property and/or Easement Rights in and to property on
appropriation map or as described above.

Amount \$ \$50.00

Total \$ \$50.00

Certification by Claimant: This is to certify that the sum mentioned in the above statement is correct and that no part thereof has been previously submitted or paid and the whole thereof is justly due and payable to claimant(s) in the above entitled project.

SIGNATURE OF CLAIMANT(S)

CITY OF NEWBURGH

BY: 

ITS: 

PeopleSoft Format Charge Lines (If Applicable)

Business Unit	Department	Program	Fund	Account
Budget Reference	Project ID	Activity	Class	Operating Unit
Product	Chartfield 1 – Accumulator	Chartfield 2 – Accumulator	Chartfield 3 – Accumulator	Amount

Legacy Format Charge Lines (If Applicable)

Expenditures							Liquidation				
Dept.	Cost Center	Var.	Yr.	Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
					Dept	Statewide					
Liability Date		From Date	TC	Subledger				Optional			

RESOLUTION NO.: 207 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EIGHTEEN-MONTH INTERIM PROGRESS CERTIFICATION RELATED
TO SPDES PERMIT NO. NYR20A240 FOR ON-GOING WORK UNDER
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
MS4 SPDES PERMIT NO. GP-0-24-001**

WHEREAS, the City of Newburgh holds SPDES Permit No. NYR20A240 issued by the New York State Department of Environmental Conservation (“DEC”) for Stormwater Discharges from Municipal Separate Storm Sewer Systems (“MS4s”); and

WHEREAS, pursuant to Federal and New York State Law, the DEC issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Permit No. GP-0-24-001 and Part V.B. requires eligible MS4 Operators of the City’s SPDES Permit to submit an Interim Progress Certification that verifies the activities under the City’s SPDES Permit have been completed by the date specified using the form provided by DEC; and

WHEREAS, in accordance with Part X.J. of the SPDES General Permit, the Interim Progress Certification must be signed by the principal executive officer of a municipality; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh to authorize the City Manager of the City of Newburgh, as the principal executive officer, to sign the Interim Progress Certification for the City’s SPDES General Permit;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the eighteen-month Interim Progress Certification related to SPDES Permit No. NYR20A240 under the New York State Department of Environmental Conservation MS4 SPDES Permit No. GP-0-24-001 on behalf of the City of Newburgh.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

MS4 Operator Certification Form for eReports **SPDES General Permit for** **Stormwater Discharges From** **Municipal Separate Storm Sewer Systems (GP-0-24-001)**

Instructions

As required by Part V.B.2. and Part V.B.3. of GP-0-24-001, the MS4 Operator must submit the Annual Report and the Interim Progress Certification, respectively. As stated in Part V.B.5. of GP-0-24-001, all reports must be signed in accordance with Part X.J. of GP-0-24-001.

MS4 Operator Name: _____

Permit ID: NYR20A ____

eReport Submission Number: _____

MS4 Operator Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (please print or type)

Title

Signature

Date



Department of
Environmental
Conservation

RESOLUTION NO.: 208 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
H2M ARCHITECTS, ENGINEERS, GEOLOGY, LAND SURVEYING AND LANDSCAPE
ARCHITECTURE, D.P.C. FOR SERVICES RELATED TO THE INSPECTION OF THE
CITY OF NEWBURGH'S FIVE (5) FINISHED WATER STORAGE TANKS IN AN
AMOUNT NOT TO EXCEED \$15,400.00**

WHEREAS, the City duly advertised for proposals in Solicitation No. 12.25 for inspection of the City's five (5) finished water storage tanks; and

WHEREAS, the City received four (4) proposals, and H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. received the highest score according to the scoring matrix in Solicitation No. 12.25; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a contract with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. for inspection of the City's five (5) finished water storage tanks; and

WHEREAS, the cost of these services will total \$14,400.00 plus reimbursable expenses in an amount not to exceed \$15,400.00 and be paid from F.8330.0448 – Other Services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into a contract with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. for inspection of the City's five (5) finished water storage tanks in an amount not to exceed \$15,400.00.

CITY OF NEWBURGH
Professional Services Agreement

This professional services agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 (“City”), and H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C., with an office address of 2 Executive Boulevard, Suite 401, Suffern, New York 10901 (“Contractor”).

WITNESSETH

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform work necessary to complete, in a skillful and professional manner, services related and incidental to the inspection and cleaning of the City of Newburgh’s five (5) finished water storage tanks.

WHEREAS, the City seeks Contractor’s services in order to assist the City to advance the City’s goals and objectives.

WHEREAS, Contractor shall provide such services as more fully described in this Agreement, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Services (hereafter referred to as “Services”)

Schedule B – Contractor Proposal, dated August 28, 2025.

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Contractor from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed **\$14,400.00**, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the services, and Contractor does hereby agree to perform such services described herein. The City and Contractor agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. GENERAL OBLIGATIONS OF CONTRACTOR

- 1.1 This Agreement incorporates by reference as if set forth herein the Contractor's proposal dated August 28, 2025 and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by the City in evaluating the Contractor for award of this Agreement. To the extent that any documents, or statements contained within those documents, may be inconsistent with one another, the City shall have sole discretion to clarify and determine any inconsistencies as no additional cost to the City.
- 1.2 This Agreement sets forth the general terms and conditions governing the entire Scope of Services (**Exhibit A**) that the City may seek and the actual Services obligated by the City pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by the City or Services to be performed by the Contractor. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.
- 1.3 The Contractor shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision. Any failure by the Contractor to thoroughly familiarize itself with and understand such matters shall not relieve the Contractor of its obligations under this Agreement or any Task Order hereunder.
- 1.4 The Contractor shall perform the Services contained in any Task Order that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The Contractor will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Contractor.
- 1.5 The Contractor shall commit adequate resources to perform the Services.
- 1.6 The Contractor shall submit all compliance documentation required by the City in any attachments hereto, or otherwise required by any RFP or Task Order(s) related to the Services.

2. GENERAL OBLIGATIONS OF THE CITY

- 2.1 City agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in **Exhibit B** (also referred to herein as the "Pricing

Matrix” or the “Fee Schedule”). Contractor agrees that in no event will the City pay the Contractor more than **\$14,400.00** (“Total Fee”) for the Services under all Task Orders under this Agreement. The Contractor under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. the City will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

- 2.2 The City shall, in its sole discretion, determine the extent to which it will use the Services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.
- 2.3 Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Contractor. The Contractor shall not restrict the City from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. TASK ORDERS

- 3.1 All Services and compensation shall be obligated pursuant to a Task Order, which shall include a Statement of Work that will set forth the specific Services required by the City.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence as of the Effective Date and shall terminate at the earlier of: (a) completion of services by Contractor and tender of payment for services by the City; or (b) one (1) year from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement. If the Agreement is not modified, unless otherwise instructed by the City, by the end of the period of the Agreement, Contractor shall deliver any and all Property belonging to the City to a location designated by the City. In addition, the Contractor, at no additional cost, shall: (a) cooperate at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, “Property” means all tangible and real property owned or leased by the City. the City property includes both the City-furnished and Contractor-acquired property. the City property includes material, equipment, special tooling, special test equipment, and real property.

5. CONTRACTOR REPRESENTATIONS AND WARRANTIES

5.1 Contractor represents that:

- 5.1.1 The Contractor is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Contractor under this Agreement.
- 5.1.2 This Agreement does not in any way conflict with any other agreements of the Contractor.
- 5.1.3 The Contractor possesses the business, professional, and technical expertise, and training required to perform the Services.
- 5.1.4 The Contractor has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to the City.
- 5.1.5 The Contractor possesses the equipment, facilities, and employees to perform the obligations under this Agreement.
- 5.1.6 The Contractor and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material licenses or certificates necessary to perform the Services.
- 5.1.7 That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Contractor to the City in connection with the Services are complete and accurate to the best of the knowledge of the Contractor. The Contractor represents that the City, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Contractor agrees to promptly notify the City upon discovery of any instances where the Contractor becomes aware of any discrepancies in relation to documents under this Section.

6. INSPECTION & ACCEPTANCE

- 6.1 Not applicable.

7. PAYMENT AND ACCOUNTING PROCEDURES

- 7.1 Payment for all Services shall be made in United States currency.

-
- 7.2 Payment will only be made upon receipt of an accurate and complete invoice from the Contractor for Services rendered, in conformance with the Task Order's payment schedule.
- 7.3 The City reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
- 7.4 Except as may be specifically provided in the Task Order, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- 7.5 Contractor shall submit an electronic invoice to the City's Comptroller. Each invoice must include all applicable supporting documentation, which may include but are not limited to:
- 7.5.1 Name and address of the Contractor;
 - 7.5.2 Invoice date and number;
 - 7.5.3 Task Order number;
 - 7.5.4 Description of services, quantity of Services, unit or rate of measure of the items delivered;
 - 7.5.5 If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - 7.5.6 Terms of any discount for prompt payment offered;
 - 7.5.7 Receipts and expense reports;
 - 7.5.8 Subcontractor invoices;
 - 7.5.9 Name and address of official to whom payment is to be sent;
 - 7.5.10 Name, title, and phone number of person to notify in the event of defective invoice; and
 - 7.5.11 Additional information as reasonably required by the City Comptroller.
- 7.6 All amounts paid by the City to the Contractor are subject to audit by the City, as set forth in Section 10 of this Agreement.
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- 7.7 Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items.
- 7.8 The City's payment of all or a part of an invoice shall neither relieve the Contractor of any of its obligations under this Agreement nor constitute a waiver of any claims by the City.

8. TERMINATION

- 8.1 Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor. The City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- 8.2 Termination for Convenience. the City may terminate this Agreement at any time by giving at least ten (10) business days' notice in writing to the Contractor. If this Agreement is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.
- 8.3 Upon termination of this Agreement, the Contractor, at no additional cost, shall: (a) cooperate at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

9. SUPERVISION OF SERVICES

- 9.1 The the City may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Contractor.
- 9.2 The Contractor will cooperate with the City at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all the City recommendations and proposals.

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- 9.3 The Contractor shall cooperate with the City in promptly completing and submitting all documents and records required by the City or other authorized representatives and otherwise comply with all applicable orders, administrative rules, regulations and procedures of the City for the proper administration of the Services.

10. INSURANCE AND INDEMNITY

- 10.1 Indemnity: Contractor agrees to hold harmless and to indemnify the City, its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, Contractors, agents, managers, representatives, and affiliates (collectively, "the City"), from and against any and all losses, including but not limited to expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, and reasonable attorneys' fees, to the extent caused by Contractor's negligent acts or omissions in the performance of its duties under this Agreement.

The risk of loss for property damage during the course of construction or other work shall pass to the City only after completion of the all work enumerated in this Agreement.

- 10.2 Insurance: Contractor shall procure and maintain, at its sole cost and expenses, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as follows:

10.2.3 Commercial General Liability Insurance. In an amount not less than one million dollars (\$1,000,000.00) per claim, bodily injury (including death) and property damage combined; one million dollars (\$1,000,000.00) per occurrence for personal and advertising injury; two million dollars (\$2,000,000.00) products/completed operations aggregate; and two million dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name the City of Newburgh "Additional Insureds."

10.2.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows: \$2,000,000 per occurrence.

10.2.5 Comprehensive Automobile Liability. In an amount not less than one million dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s).

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- 10.2.6 Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- 10.2.7 Standard "All Risk" Property Insurance. Not applicable.
- 10.2.8 Excess Liability Insurance. Not applicable.
- 10.2.9 Pollution Mitigation and/or Abatement Contractor Clause. Contractor shall provide a separate policy or general insurance policy rider for Contractor's Pollution Liability ("CPL") insurance in an amount not less than two million (\$2,000,000.00) on a claims-made basis and with tail coverage for a minimum of two (2) years.
- 10.3 All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Contractor under this Agreement, the Services or Scope of Services, or any Task Order(s), and shall be endorsed to provide that the City shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.
- 10.4 The Contractor shall provide Certificates of Insurance to the City prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including the City as "Additional Insureds", shall be deemed a breach of contract.
- 10.5 An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability Benefits Insurance. For evidence of Workers' Compensation Insurance, the contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI- 12 (Certificate of Workers' Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).
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- 10.6 Subcontractors under this Agreement shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.
- 10.7 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of the City.
- 11.2 Any change of control by the Contractor, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets of the Contractor.
- 11.3 As part of any subcontract hereunder, after Contractor receives written approval, the Contractor must incorporate the terms of this Agreement in its subcontract, including those Insurance requirements which are applicable to subcontractors pursuant to Section 11(b), so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Contractor does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between the City and the Contractor's subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the City for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Contractor and for persons directly employed by the Contractor.
- 11.4 The Contractor's obligation to pay its subcontractors is an independent obligation from the City's obligation to make payments to the Contractor. As a result, the City shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. COMPLIANCE WITH LAW

- 12.1 The Contractor shall comply with all Law applicable to this Agreement and the Services performed hereunder.

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- 12.2 The Contractor shall promptly notify the City in writing upon discovery of any failure, or any allegation of any failure, of the Contractor to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 12.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

13. MISCELLANEOUS PROVISIONS

- 13.1 Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.
- 13.2 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.
- 13.3 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or of any party in connection therewith.
- 13.4 Authorization. The Contractor, or the representative(s) signing this Agreement on behalf of the Contractor, represents that the Contractor has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Contractor and to bind the Contractor to its contractual obligations hereunder.
- 13.5 Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this

Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

- 13.6 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.

Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Engineer
83 roadway
Newburgh, New York 12550

with copy to:

City of Newburgh
attn.: Office of the Corporation Counsel
83 Broadway
Newburgh, New York 12550

Notice served upon Contractor shall be delivered to:

H2M Architects, Engineers, Geology, Land Surveying and
Landscape Architecture, D.P.C.
2 Executive Boulevard, Suite 401
Suffern, New York 10901

- 13.7 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 13.8 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 13.9 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.

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- 13.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 13.11 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.
- 13.12 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

14. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

- 14.1 Should this Agreement, or any portion thereof, be funded with federal aid, Contractor certifies, by signing this Agreement, to the best of its knowledge and belief, that:
- 14.1.2 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 14.1.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 14.1.4 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):
- 14.1.5 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

14.1.6 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

14.1.7 Does not have a proposed debarment pending; and

14.1.8 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

Signature Page

Agreement for Professional Services (Solicitation #12.25)

City of Newburgh with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C.

IN WITNESS WHEREOF, the parties 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: _____, 2025

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

Per Res.: _____-2025

DATED: _____, 2025

H2M ARCHITECTS, ENGINEERS, GEOLOGY
LAND SURVEYING, AND LANDSCAPE
ARCHITECTURE, D.P.C.

By: _____

Name:

Title:

Acknowledgment Page

Agreement for Professional Services (Solicitation #12.25)

City of Newburgh with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C.

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

On the ____ day of _____, in the year 2025, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2025, 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

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[Schedules to Follow]



CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
Voice: (845) 569-7446 / Fax: (845) 569-7349
www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
Commissioner of Public Works & City
Engineer
jmorris@cityofnewburgh-ny.gov

Elizabeth Garrison
Administrative Assistant to the City Engineer
egarrison@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Allison Spinelli
Assistant City Engineer
aspinelli@cityofnewburgh-ny.gov

Dawna Guldán
CCTV Camera Operator
dguldán@cityofnewburgh-ny.gov

Lisa Ponce, P.E.
Assistant City Engineer
lponce@cityofnewburgh-ny.gov

Solicitation No. 12.25 Request for Proposal (RFP) for Water Storage Tank Inspections

CITY OF NEWBURGH OVERVIEW

The City of Newburgh is an enthusiastic participant in the ongoing efforts to revitalize the Mid-Hudson Region. Among Newburgh's many assets are:

- Deep river access to the Hudson River Developable commercial and industrial land
- Exceptional regional transportation networks
- A rich cultural, architectural and Hudson River Port heritage

The City is located approximately 60 miles north of New York City on the west side of the Hudson River in Orange County New York. Newburgh is a small, densely populated city with a population of approximately 29,000 people and covering a surface area of 3.5 square miles that is bounded by the Town of Newburgh to the north and west, the Hudson River on the east, and the Town of New Windsor to the South.

STATEMENT OF INTENT

The City of Newburgh seeks the services of a Certified Water Storage Tank Inspector and a NYS Licensed Professional Engineer to carry out the scope of services, as outlined in the sections below. The services include inspection of the City's five (5) water storage tanks and preparation of reports for each inspection. The tanks vary in size consisting of one (1) 500,000-gallon tank, one (1) 1.2-million gallon tank, one (1) 1.5-million gallon tank, and two (2) 2-million gallon tanks. All tanks are owned by the City of Newburgh, and located in either the City of Newburgh, Town of Newburgh or the Town of New Windsor. The objective of this RFP is identify a proposer that demonstrates the best value based on the results of the RFP scoring criteria. The proposer that demonstrates the best value based on the results of the RFP scoring criteria shall be

recommended to the City Council for entry into a contract to perform the scope of work under the requirements outlined below.

FUNDING

The design services solicited by this RFP will be funded through the City's operating budget for 2025.

BACKGROUND

The City's five (5) potable water storage tanks were last inspected and cleaned in 2021. The Orange County Department of Health ("OCDOH") recommends inspection of the tanks every 3 to 5 years. The OCDOH anticipates completion of inspections on or before 2026, per a Water Supply Inspection letter dated December 13, 2024.

The tanks are located at the following addresses:

- 493 Little Britain Road - 500,000-Gallon Raw Water Storage Tank (Pre-Cast, Pre-stressed Wire Wound Concrete Tank)
- 493 Little Britain Road - 1.2-Million Gallon Chlorine Contact Tank (Pre-Cast, Pre-stressed Wire Wound Concrete Tank)
- 45 Brady Avenue - 1.5-Million Gallon Water Distribution Storage Tank (Welded Steel Tank)
- 141 Ellis Avenue - 2-Millon Gallon Water Distribution Storage Tank (Welded Steel Tank with Interior Columns)
- 283 Carpenter Avenue - 2-Million Gallon Water Distribution Storage Tank (Pre-Cast, Pre-stressed Wire Wound Concrete Tank)

SCOPE OF SERVICES

Proposals shall include, at a minimum, the following services for the project:

- **Inspection:** The selected contractor shall conduct an inspection of each of the five (5) above-ground water storage tanks. Interior tank inspections shall be conducted by a certified diver acting under the direction of a NYS Licensed Professional Engineer. Inspections shall be conducted in accordance with the requirements of OSHA 29 CFR 1910 Subpart T – Commercial Diving Operations, by a trained diver with a commercial diving certification and prior experience, and inspections shall be conducted in accordance with AWWA standards for potable water tank inspections, including but not limited to the latest revisions of AWWA M42 *Steel Water-Storage Tanks* and AWWA D110 *Wire-and Strand-Wound, Circular, Prestressed Concrete Water Tanks*. The diver shall have experience inspecting tank structures, appurtenances, and coatings. All equipment to be used shall have only been used in potable water applications and shall be disinfected in accordance with AWWA requirements. Observation and documentation including but not limited to, photographs and detailed notes of the condition of the following elements shall be completed during the inspection:
 - Tank Site: all fencing, access gates, and security measures
 - Tank Exterior: protective coating, foundation, structural elements, access hatches, manways, ladders, catwalks, safety or security measures or devices, piping and appurtenances, tank

-
- o walls, tank roof, access hatch and elements that penetrate through tank walls and roof such as vents and overflow piping
 - o Tank Interior: water quality, protective coating, presence of sediment or biofilm buildup, structural elements, corrodible elements, penetrations through tank walls and floor, access hatches, manways, piping and appurtenances, infrastructure for mixing or cathodic protection, ladders, catwalks, tank walls, tank overhead/ceiling, and tank floor
 - **Inspection Report:** An inspection report shall be prepared following the inspection of all five tanks. The final report shall be signed and sealed by a NYS Licensed Professional Engineer. The report shall be provided to the City as an electronic PDF file. The report shall include, but not be limited to the following:
 - o Details of the inspection including the condition of each tank element.
 - o Details of deficiencies found, if any.
 - o Photographs of all tank elements regardless of condition.
 - o Photographs of deficiencies found.
 - o Measurement of the sediment found on the tank floor during inspection, along with photographs showing the measured depth of sediment.
 - o Detailed recommendations and remedial actions.

CONTENT OF PROPOSALS

The proposal shall be brief, precise, and shall not include promotional material. The proposal shall include the following items organized as follows for ease of review by the City of Newburgh:

1. Letter of Transmittal. Describe your firm's interest in providing water storage tank inspection services to the City of Newburgh. Include a statement which would describe the firm's understanding of the scope of the proposed project. The letter shall be signed by a Principal of the firm authorized to contractually bind the firm and to further negotiate a contract with the City. Provide name, title, address, email, and telephone number of this Principal and the main point of contact in the event of questions or clarifications.
2. Table of Contents.
3. Description of firm's expertise in water storage tank inspection and cleaning for projects of similar scale. Include resume information of principals and licensed or certified professionals who are to be assigned to this project, along with present staffing and management of firm.
4. Work Plan and Approach. General description of respondents' proposed methods, a defined project schedule assuming a start date of **October 20, 2025**, quality assurance/quality control, and other issues critical to this project with specific task completion timelines.
5. Key Personnel Background. Name, position, summary of qualifications, licenses, valid commercial diving certifications, company and personal dive logs, proof of personnel competency through company training program completion or similar, relevant experience to the project and proposed responsibilities of key personnel assigned to the project.
6. Workforce Allocation. Contractor shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information

is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.

7. Description of proposed availability for work on this project, if awarded, including, reference to present and anticipated workload in sufficient detail to determine respondent's ability to undertake this project in a timely and efficient manner.
8. Description of services to be provided "in-house" by the respondent as well as the service(s) that will be subcontracted. The expected subcontractor shall be identified in the proposal.
9. Team Experience. Listing of projects performed within the last five (5) years involving projects of similar and relevant scope, particularly any work performed for government agencies of similar nature. Include the following information:
 - Clients name, point of contact, addresses, and telephone numbers
 - Description and location of related project(s) and year of completion
 - Key personnel involved
10. Safe Practices Manual and Emergency Action Plan.
11. References. Provide at least three (3) references (name, company title, address, email, and telephone number) for recent projects of similar technical scope.
12. Cost. Provide the proposed lump sum fee, along with a schedule of values. Any exclusions shall be clearly defined.
13. Proof of professional liability and general insurance as outlined in the City's Draft Agreement for Professional Services.
14. Iranian Energy Sector Divestment Act Affidavit (to be certified by applicant).
15. Non-Collusion Bidding Affidavit (to be certified by applicant).
16. Firm W-9.

ADDITIONAL SERVICES

Any other information that the respondent feels may be relevant to the City's review and selection process for this project, please limit amount of information for ease of City review. The City reserves the right to require additional information as deemed necessary to complete the review of proposals resulting in selection of the respondent. The City may opt to interview one or several of the respondents after the initial review and prior to final selection.



PROPOSAL FOR

Water Storage Tank Inspections | Solicitation No. 12.25



Proposal for

Water Storage Tank Inspections
Solicitation No. 12.25



08.28.2025

Contact

Joseph J. Todaro, P.E.,
LEED AP BD+C
Vice President, Deputy Market
Director of Water/Wastewater

H2M architects + engineers
2 Executive Boulevard,
Suite 401
Suffern, NY 10901



845.357.7238 ext. 1445



845.357.7267



jtodaro@h2m.com

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August 28, 2025

Robert Van Vlack, City Purchasing Agent
City of Newburgh
83 Broadway, Fourth Floor
Newburgh, NY 12550

RE: Proposal for Water Storage Tank Inspections | Solicitation No. 12.25

Dear Mr. Van Vlack:

The City of Newburgh is seeking a certified water storage tank inspector and New York State licensed Professional Engineer to inspect the City's five water storage tanks and prepare corresponding reports. **H2M architects + engineers (H2M)** is pleased to submit our qualifications and approach for this important project. Founded in 1933, the firm has provided water supply engineering services for the past nine decades. Having completed more than 675 water storage tank inspections over the past five years, H2M has the requisite skill and expertise needed to meet the City's needs.

We are prepared to deliver comprehensive inspection services in accordance with American Water Works Association (AWWA) standards (D101, D110, and M42) and all applicable health and safety protocols. The H2M team includes 12 Association for Materials Protection and Performance (AMPP)-certified professionals, New York State licensed Professional Engineers, and OSHA 30-trained staff. Our Project Manager, Anthony M. Trombino, brings extensive water storage tank and coatings experience to his role. He will preside over our dynamic project team, employing the following project approach:

- Detailed visual and photographic documentation of tank interiors and exteriors.
- Measurement of sediment depth and identification of biofilm buildup.
- Assessment of coatings, structural elements, and appurtenances.
- Timely reporting
- Coordination with City staff to accommodate scheduling needs and weather conditions.

We anticipate completing on-site inspections over two consecutive days, with draft reports delivered within 10 days of inspection and final reports submitted by December 29, 2025. As a multi-disciplinary firm, all work for this project will be performed in-house by our team and conducted through H2M's Suffern office located at 2 Executive Boulevard, Suite 401, Suffern, NY 10901.

We are confident that our qualifications, experience, and commitment to quality make H2M the best value partner for this project. Should you have any questions, please feel free to contact me at (845) 357-7238 ext. 1445 or e-mail me at jtodaro@h2m.com. Thank you for your consideration.

Very truly yours,

H2M architects + engineers

A handwritten signature in black ink, appearing to read 'Joe Todaro', is written over the printed name.

Joseph J. Todaro, P.E., LEED AP BD+C
Vice President, Deputy Market Director of Water/Wastewater



H2M was organized in 1933 and founded on the principles of professional excellence, hard work, and integrity.

Practical Approach. Creative Results.

H2M is a multi-disciplined professional consulting and design firm with a proud legacy of client service and a proven ability to tackle complex architectural, engineering, and environmental challenges. Since 1933, we have played a vital role in shaping local communities — designing and improving essential infrastructure such as water treatment plants, emergency response facilities, schools, roadways, public buildings, and more.

With decades of experience, we have built a reputation for delivering high-quality, client-focused solutions that balance innovation with practicality. Our approach is rooted in collaboration, technical excellence, and a deep understanding of the communities we serve. Whether navigating regulatory complexities, addressing evolving environmental concerns, or designing spaces that enhance everyday life, H2M remains committed to providing sound judgment, creative problem-solving, and exceptional service at every stage of a project.

H2M takes pride in the depth and diversity of our comprehensive in-house service capabilities. With a team of over 580 professionals — including inspectors, engineers, architects, surveyors, scientists, planners, landscape architects, and technical support specialists — we provide a fully integrated, multidisciplinary approach to our clients.

H2M Staff by Discipline			
 139 Architecture & Interior Design	 76 Water	 63 MEP	 57 Environmental
 30 Construction Inspection	 30 Wastewater	 29 Civil	 12 Structural
 10 Planning	 8 Surveying	 4 Landscape Architecture	 3 GIS

OPERATING PHILOSOPHY	
MISSION	Our People We commit to developing our people and rewarding hard work with growth opportunities in an inclusive professional environment.
	Our Clients We commit to being trusted advisors for our clients and delivering problem solving value and quality on every project.
	Our Communities We commit to creating thriving and healthy communities by giving of ourselves and developing sustainable solutions that benefit everyone.
VISION	We exist to improve the quality of life for everyone in our reach by empowering our diverse talent to sustainably solve the challenges of the built environment.
VALUES	We Stand as One H2M Inclusive. Supportive. Collaborative. No matter where you are.
	We Challenge One Another We show up curious and push boundaries.
	We Do the Right Thing Our character is built on doing what is right and ethical.
	We Work Safely We care for the lives of our people and their families.
	We Own it We hold ourselves accountable for team success and personal achievement.
	We Embrace Diversity We acknowledge and honor the fundamental value and dignity of all individuals.



Architecture

- Architectural design
- Comprehensive grant programs
- LEED design processes
- Interior design
- Removal of barriers to the handicapped
- Master plans and revisions
- Needs assessments
- Planning studies
- Building conditions surveys
- Restoration of historic structures
- Restaurant and kitchen design
- Zoning ordinance review
- Educational facilities design
- Assisted living facilities design

Civil/Site & Structural Engineering

- Roadway reconstruction and resurfacing
- Site plan design
- Street lighting
- Flood control and drainage
- Irrigation systems
- Sidewalks and curbs
- Storm drainage systems
- Water mains
- Local roadway study and design
- Subdivision design
- Streetscape design and improvements
- Parks, playgrounds, athletic fields
- Parking fields
- Highway planning studies
- Intersection design and improvements
- Visual impact analyses
- Geographic Information Systems (GIS)
- Green infrastructure design
- Structural conditions assessments
- Structural building design
- Structural renovations/alterations
- Cause and origin investigations
- Retaining walls, bulkhead, and culvert design
- Storm hardening/resiliency
- Expert testimony

Construction Phase Services

- Construction management/administration
- Resident engineering
- Construction inspection (F/T or P/T)
- Daily/weekly/monthly project reporting
- Utility coordination
- Weekly job progress meetings/minutes
- Schedule review
- Change order processing
- Payment requisition processing
- Project startup
- Commissioning
- Prepare punch list
- Project closeout
- Record drawings

Environmental Engineering & Services

- Air and water pollution control
- Hazardous waste management
- Hazardous materials storage design
- Waste minimization
- Environmental Impact Statements (EISs)
- Wetland delineation
- Environmental Site Assessments (ESAs)
- Environmental compliance audits
- Environmental permitting
- Site investigations
- Brownfield assessments

- Solid waste management facility design
- Solid waste facility operational assessments
- Waste & materials quantification & characterization analysis
- NYSDEC Part 360 Regulatory Compliance & Permitting
- Remedial investigations/feasibility studies
- Risk assessments
- Above and underground tank management
- Soil and groundwater remediation
- Soil vapor intrusion studies
- Regulatory compliance programs
- Industrial hygiene
- Indoor air quality
- CM/LBP/mold inspections and abatement
- Computer modeling
- Asbestos investigation and removal
- Geographic Information Systems (GIS)

Land Surveying

- Boundary and title surveys
- Topographical surveys
- Horizontal and vertical control surveys
- Hydrographic surveys
- Route surveys
- Subdivision planning
- Sanitary and drainage study maps
- Legal descriptions
- Construction layout services
- As-built surveys
- Architectural surveys
- Structural surveys
- Under-construction inspection surveys
- Easement survey and description

Landscape Architecture

- Tree inventory and assessment
- Tree mitigation
- Landscape design and restoration
- Conceptual site design
- Landscape planning
- Illustrative renderings
- Landscape architectural detailing
- Streetscape and urban design
- Parks and playgrounds design
- Campus landscape design
- Private estate and residential design
- Planting design
- Wetlands mitigation
- Green infrastructure

MEP Services

- Electrical systems design
- Feasibility and implementation studies
- Power supply
- Exterior and interior building services
- Closed-circuit television security systems
- Emergency power generation
- Site/systems and load evaluations
- Energy studies
- Site lighting design
- Fire and security systems
- SCADA systems
- Utility company rebates and incentives
- HVAC systems design
- Heat and cooling load analysis
- Steam systems
- Hydronics
- Heat recovery systems
- Chillers and cooling towers
- Laboratory ventilation systems
- Site/systems evaluations

- Feasibility/implementation studies
- Energy conservation
- Cost/benefit analysis
- Commissioning/testing

Planning

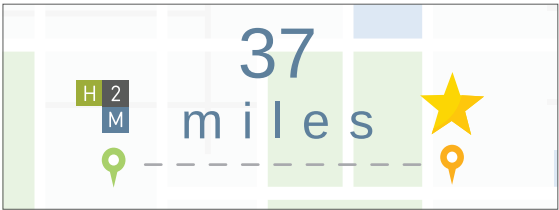
- Comprehensive master planning
- Parks, open space and recreation planning
- Environmental and natural resource planning
- SEQRA and EIS documentation and process support
- Community visioning
- Zoning ordinances and analysis
- Redevelopment studies and plans
- Geographic Information Systems (GIS)
- Urban design
- Strategic solid waste management planning
- Stormwater management program planning
- FEMA hazard mitigation & resilience planning
- Design guidelines
- Renderings
- Feasibility studies and conceptual plans
- Downtown revitalization
- Expert private testimony
- Municipal board representation

Wastewater Engineering

- Characterization/quantification of waste
- Treatment facility evaluation
- Scavenger waste facility design
- Outfalls and leaching systems design
- Chemical feed systems design
- Monitoring and control systems
- Nutrient removal treatment systems design
- Facility planning studies
- Wastewater treatment studies
- Wastewater treatment plant design
- Wastewater reuse design
- Standby power systems
- Sludge thickening, dewatering
- Sludge treatment, disposal
- Odor control
- UV and chemical disinfection systems
- Sewer system extension planning
- User cost analysis
- Sanitary sewer design
- Sewer rehabilitation studies and design
- Infiltration/Inflow evaluation
- Pump station evaluations and design
- Sewer flow modeling
- Security systems
- Geographic Information Systems (GIS)
- Discharge monitoring reports
- Plant performance monitoring
- Preparation of O&M manuals
- Facility start-up and operations
- Groundwater/effluent monitoring programs
- Operator training
- Industrial pretreatment programs
- Prepare/revise sewer use ordinance

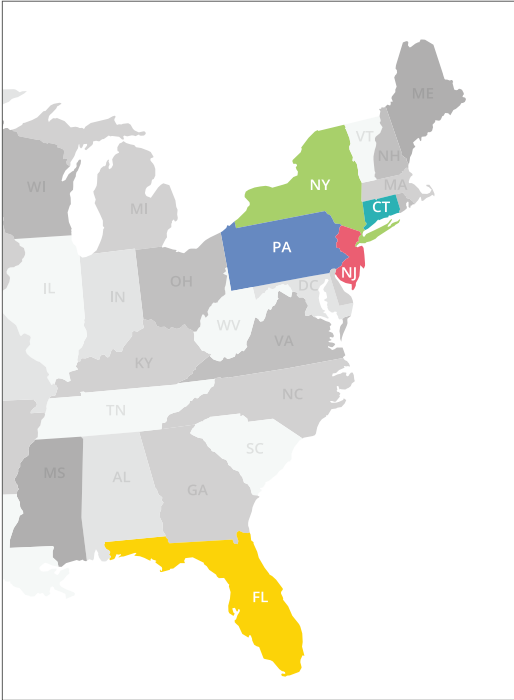
Water Engineering

- Supply well design
- Plant rehabilitation design
- Water treatment systems
- Water filtration systems design
- VOC removal treatment systems design
- Distribution system analysis and design
- Distribution hydraulic modeling
- Automated mapping/facilities mapping
- Storage tank rehabilitation/repainting
- Storage tank design
- Tank and coatings inspection
- Instrumentation and computer control designs
- Comprehensive groundwater modeling
- Geographic Information Systems (GIS)
- Aquatics and park design
- Public swimming pool design
- O&M programs
- Training programs
- Asset management



H2M Office Locations | New York Offices

Distance from our Suffern office to the City of Newburgh



- 538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
- 230 West 38th Street, 14th Floor
New York, NY 10018
- 737 Roanoke Avenue
Riverhead, NY 11701
- 2 Executive Boulevard, Suite 401
Suffern, NY 10901
- 1133 Westchester Avenue, Suite N-210
White Plains, NY 10605

- 433 River Street, Suite 8002
Troy, NY 12180
- 119 Cherry Hill Road, Suite 110
Parsippany, NJ 07054
- 4810 Belmar Boulevard
Wall Township, NJ 07753
- 360 Bloomfield Avenue, Suite 406
Windsor, CT 06095

- 951 Yamato Road, Suite 202
Boca Raton, FL 33431
- 100 S. Ashley Drive
Tampa, FL 33602
- 333 SE 2nd Avenue
Miami, FL 33131
- 301 Grant Street, Suite 270
Pittsburgh, PA 15219

"H2M" refers to H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. and/or its subsidiary H2M Associates, Inc., and/or its affiliate H2M Architects & Engineers, Inc., as appropriate to the context. Each company's professional resources are available to the others to the maximum extent permitted by applicable state laws. H2M will not practice, and should not be interpreted to be offering to practice, any professional service for which it and its cognizant employees are not properly licensed.

H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC (dba: H2M architects + engineers) is a NYS Design Professional Corporation. It maintains New York Certificates of Authorization to provide professional architecture, engineering, geology, land surveying, and landscape architecture services.

H2M Associates, Inc. is a New Jersey business corporation. It is a wholly owned subsidiary of the parent company. It maintains New Jersey Certificates of Authorization to provide professional engineering, land surveying, and landscape architecture services.

H2M Architects & Engineers, Inc. is a New Jersey business corporation. It is an affiliate of the parent company, being under the ownership and control of a group of appropriately licensed officers of the parent company. It maintains New Jersey Certificates of Authorization to provide architecture and professional engineering services. It is also appropriately structured to maintain certificates of authority to provide architecture and professional engineering services in Connecticut, Delaware, Florida, Louisiana, Massachusetts, Pennsylvania, and Virginia.



Core of Excellence

The Core of Excellence is an H2M exclusive initiative that sets us apart from the competition with a focus on excellence and quality as a core element of our services. It's a firm-wide commitment to deliver excellence through innovative and best-in-class service to our clients, colleagues, and ourselves. H2M's Core of Excellence is comprised of five key components:

 QA/QC We demonstrate our commitment to ensuring quality at the corporate level through our appointment of a full-time Director of Corporate QA/QC to lead the development, implementation, and oversight of H2M's Quality Management System (QMS). This commitment is further reinforced by established quality assurance team members who, independent of the project design team, assure that H2M's components of quality are incorporated. H2M's QMS is comprised of a combination of processes, tools and resources available to all H2M staff. These include Quality Control Checklists, established QA/QC communication channels, and templates all made accessible thorough H2M's comprehensive Project Management Framework.	 SCHEDULING We recognize the importance of timely project delivery and take great pride in our ability to quickly mobilize, assign staff, and complete projects on time. H2M developed a custom scheduling interface allowing for consistent data inputs from the entire firm on a bi-weekly basis. This is transitioning to a centralized scheduling database that allows real-time total team scheduling updates and awareness, allowing H2M to actively adapt our resources to meet the needs of even the most demanding project schedules. We can share detailed, easy to read graphic schedules with our clients, allowing them to always have their finger on the pulse of their project's timeline.	 SPECIFICATIONS Our focus and commitment to excellence and quality is further reflected in our Master CSI-based Specifications Library. A dedicated, full-time Specifications Manager oversees the continual development, standardization, and maintenance of our Master Specifications. H2M utilizes a cloud-based specification software platform that allows all users direct access to our Master Specifications Library to develop project-specific spec books. This process ensures that our project specifications include the latest updates in product data and reference standards.
 BIM/CAD Building Information Modeling (BIM) has revolutionized the A/E/C industry. By using intelligent 3-D digital models to generate our designs, H2M can achieve a higher level of quality, consistency, and efficiency in our production process, minimizing the potential for change orders during construction. We employ a full-time, dedicated, and independent team comprised of design professionals and BIM-CAD specialists whose primary responsibilities are to create, deploy, and maintain company-wide standards, templates, procedures, and workflows. Our adoption of BIM has been the single most important change in how we design and manage our projects.	 SAFETY Safety is essential at H2M. We employ a dedicated corporate health and safety manager within the Core of Excellence. H2M has established mandatory safety training and is actively implementing the Plan-Do-Check-Act methodology. By incorporating safety into our overall quality management systems, we ensure that all of our staff can get home safely each day and that we proactively respond to our clients' health and safety requirements.	 CLIENT BENEFITS ★ Well-coordinated construction documents that reduce project change orders and minimize cost overruns ★ Consistent quality and proven performance ★ Optimized resource allocation to meet project demands ★ Increased compliance with the latest industry and regulatory standards ★ Enhanced project visualization via 3D modeling ★ Improved collaboration among all project stakeholders

Water Storage Tank Inspection & Cleaning Expertise

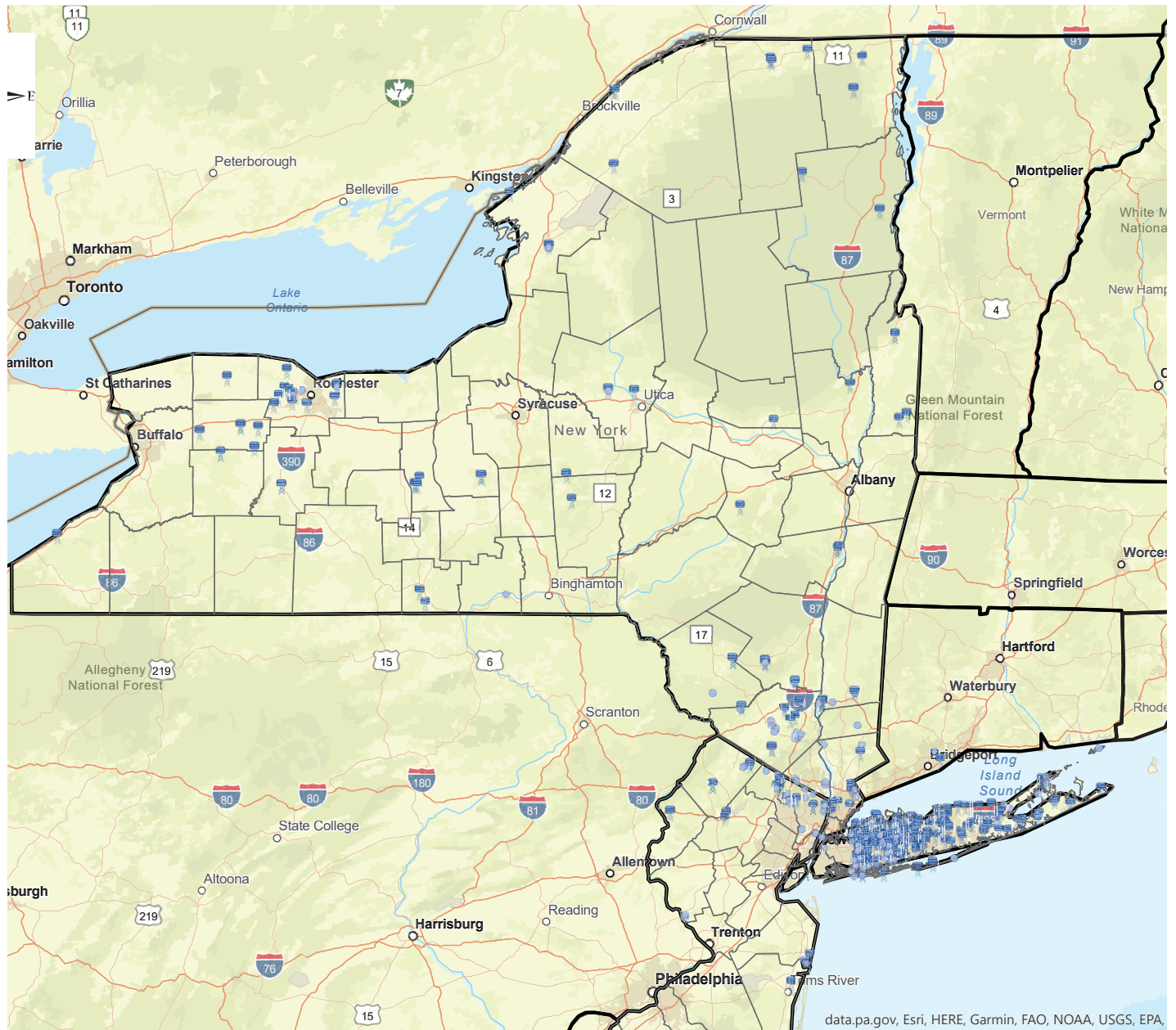
H2M's expertise in public water supply engineering dates back to the founding of the firm in 1933. Our long-standing clients include municipalities, health departments, counties, towns, villages, independent water districts and water companies, and private developers. H2M, unlike many other consulting firms, has a large staff dedicated to the specialized field of public water supply. We have been responsible for the design of complete water systems, including storage facilities, sources of supply, treatment facilities, pumping stations, and distribution systems, as well as monitoring and maintenance of water quality. Some of our areas of expertise in water supply, storage, and distribution include:

- Storage tank rehabilitation/repainting design
- New storage tank design/replacement
- Existing tanks coatings and field assessments
- Cellular installation coordination and oversight
- Construction inspection, administration, and management
- Tank inspection
- Tank painting inspection
- Supply well design
- Distribution system design
- Water distribution system analysis
- Instrumentation and computer control designs
- Operation and maintenance (O&M) programs
- Operator training programs
- Automated mapping/facilities mapping

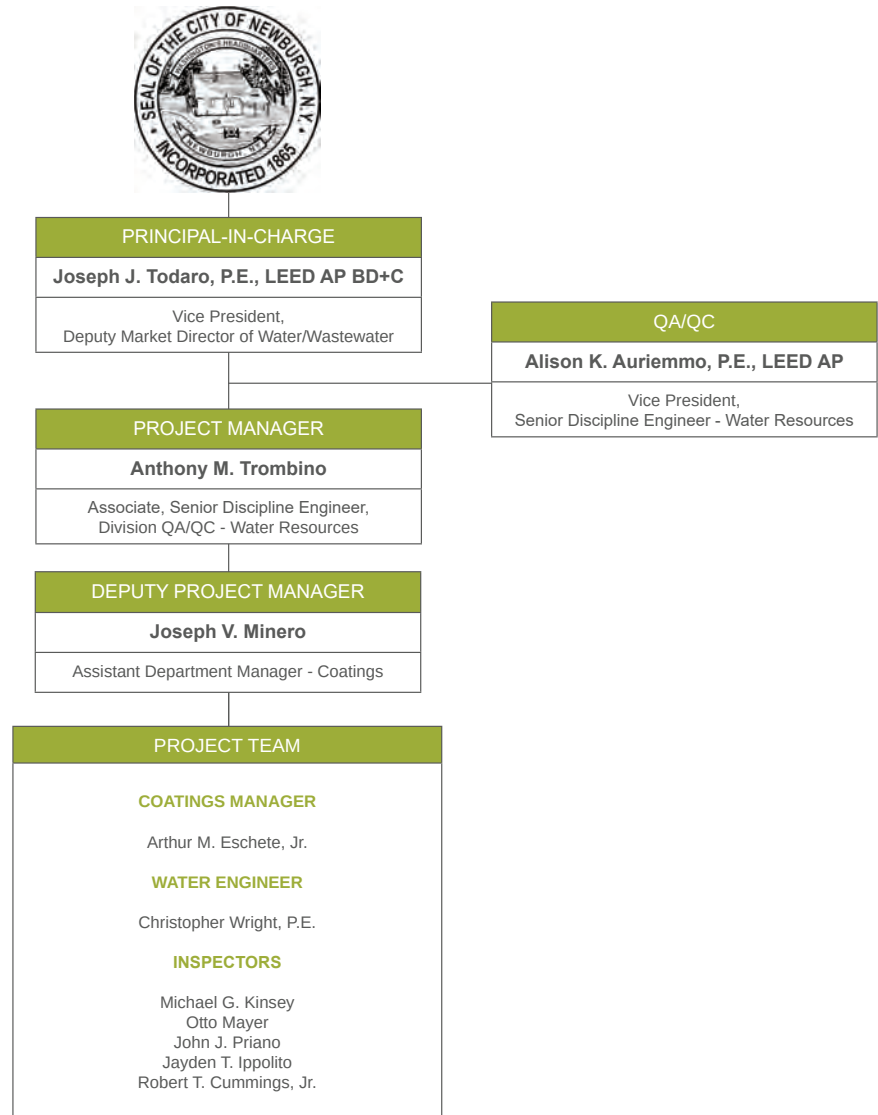
Please see the following page for a visual representation of H2M's tank experience throughout New York State.



H2M Tank Experience



The successful completion of a project requires a diverse pool of experienced personnel capable of performing tasks within their area of expertise. H2M's management and project managers are also aware that the success of any project is dependent upon the close cooperation required between the H2M staff and the project personnel of the City of Newburgh. The proposed organization of personnel and resources is intended to bring together a team of professionals that can focus on project objectives as well as respond to unanticipated circumstances or issues. We propose a group of professionals for this work that have extensive and comparable project experience and utilizable knowledge in the technical areas that the City requires from its consultant for water storage tank inspection services. H2M's project team has performed dozens of water storage tank inspections for over 30 water suppliers in New York State and is fully capable of meeting all project objectives and addressing unanticipated circumstances and issues as they arise.



Resumes for the above referenced personnel are provided following this page.





Joseph J. Todaro P.E., LEED AP BD+C

Vice President, Deputy Market Director of Water/Wastewater



Mr. Todaro has 35 years of water supply engineering experience including water systems analysis and the design of water supply, water treatment, water storage, and pumping facilities. He also has significant experience in the design of pools and spray parks. In his role at H2M, Mr. Todaro is responsible for the growth of the water/wastewater market, as well as client management for various water districts and suppliers throughout the New York metropolitan area.

Selected project experience

- Brookhaven National Laboratory New Elevated Storage Tank Siting Report; Upton, NY: Managed professional engineering services for the preparation of a report to evaluate locations for a new 500,000 gallon elevated storage tank to replace the existing 300,000 gallon elevated storage tank. Managed the production of plans and specifications for the construction and painting of the new water storage tank, as well as the demolition of the existing tank.
- Village of Garden City Old Country Road Tank Replacement; Garden City, NY: Led the design, bidding, construction oversight, and administration services for the construction of a new 1.0 million gallon elevated storage tank at the Old Country Road tank site. The existing 86-year-old elevated tank was nearing the end of its expected useful life.
- Town of Babylon Oak Beach Water System; Babylon, NY: Led professional engineering services to assist the Town of Babylon in the creation of a new public water supply system for the Oak Beach community to provide safe potable water to the 54 homes of the three water systems plus six additional homes and the Oak Beach Community Center. The project involved the design of a water treatment plant; well pump modifications; new storage tank; new distribution system; and delivery system to achieve the project goals.
- Jericho Water District New Elevated Storage Tank; Jericho, NY: Responsible for the design, bidding, construction oversight, and administration services for the construction of a new 1.5 million gallon elevated storage tank at the Wheatley Road site. An engineering study found that the existing 92 year old 1.0 MG elevated tank on the site should be replaced, due to age, with a new 1.5 MG tank for the District to maintain water pressures at adequate levels during the District's peak demand and to supply additional capacity for fire reserve. In addition to the new tank, new electric service was required to be installed to the tank, upgrading existing site electrical systems, new drainage and driveway access, a new water main tie-in to the existing distribution system, and demolition of various existing on-site structures.
- Manhasset-Lakeville Water District Parkway Plant Booster Station Rehabilitation; Manhasset, NY: Oversaw the design of a new ground storage tank and rehabilitation of the existing booster station at the District's Parkway Plant site. The new booster station contains an emergency chlorination system and three new split case booster pumps and the associated electrical wiring and mechanical/site piping.
- Manhasset-Lakeville Water District Campbell Station Upgrade; Manhasset, NY: Oversight of professional engineering services for the preparation of design documents for the system upgrade at Campbell Station. This upgrade was required due to the additional water demand of a proposed development located nearby. The system upgrade included placing the existing ground storage tank at Campbell Station online. In addition, new booster and transfer pumps were needed. New water main and proper valving was required at the site as well as within the new subdivision.
- Roslyn Water District Well No. 3 Rehabilitation; Roslyn, NY: Project Manager for engineering services to rehabilitate Well No. 3. Prepared plans and specifications, assisted during bidding, and oversaw construction administration and inspection services.
- Town of Newtown Fairfield Hills Campus Water Distribution System Replacement; Newtown, CT: Overseeing design services for the replacement of the existing potable, public water system on the Town of Newtown, Fairfield Hills Campus. The project involves the design and implementation of a water main replacement in the campus hub, water main relining, and rehabilitation of Well No. 8, including mechanical and electrical upgrades.
- Locust Valley Water District Well No. 8 Perchlorate Treatment; Locust Valley, NY: Oversaw the preparation of plans and specifications for the design and construction of an ion exchange system to remove perchlorate and PFOA at Well No. 8.

Education

M.S., Environmental Engineering; Polytechnic University

B.S., Civil Engineering; Polytechnic University

Water Distribution Network Modeling Seminar

Risk Assessment Methodology for Water

Licenses/ Certifications

Professional Engineer: NY, NJ, CT, FL, MA, RI

LEED Accredited Professional, USGBC

H2M Project Management Certification

Memberships

American Water Works Association (AWWA)

Board of Governors Trustee, AWWA

Long Island Water Conference (LIWC)

National Society of Professional Engineers (NSPE)

U.S. Green Building Council (USGBC)

Westchester Water Works Conference (WWWC)

Water Environment Federation (WEF)



Anthony M. Trombino

Associate, Senior Discipline Engineer,
Division QA/QC – Water Resources



Mr. Trombino is responsible for the internal quality assurance and quality control for all water storage tank and coatings projects conducted by H2M. As Senior Discipline Engineer, his responsibilities include preparation of specifications and design plans, liaison with clients to define design requirements, and project management and coordination with clients and contractors to oversee scope and execution of construction contracts. Mr. Trombino has prepared numerous engineering reports evaluating water storage facilities and wellhead treatment and has designed and overseen construction for water storage tank replacements, tank rehabilitation and repainting, and multiple wellhead treatment systems for VOC contaminated water supply wells.

Selected project experience

- New York State Office of General Services (OGS) Water Tank Design, Inspection, and Testing Term Contract; Statewide, NY: Project Manager for H2M's Water Tank Design, Inspection, and Testing Term Contract with the OGS for projects on behalf of the New York State Department of Corrections and Community Supervision (DOCCS). Assignments include evaluation of existing water storage tanks; performance and monitoring inspections during construction of new tanks and rehabilitation of existing tanks; and final warranty inspections for new and rehabilitated water storage tanks.
- Elevated water storage tank replacement design and construction administration services for the Inc. Village of Garden City, Manhasset-Lakeville Water District, Jericho Water District and New York State Office of General Services.
- Rehabilitation and repainting of elevated and ground steel and concrete tanks for many New York water suppliers. Services included lead abatement design, structural steel repairs and modifications to comply with federal, state and local regulations and application of specialty coatings suitable for contract with potable water.
- Glass Fused To Steel Tank design and construction administration services for the Westchester Joint Water Works, three New York State Office of General Services facilities, and several other Long Island water suppliers.
- Water supply chemical treatment system projects design and construction management for numerous water districts. Treatment systems include installation of calcium hypochlorite, lime and caustic injection systems, including chemical monitoring stations and obtaining Health Department approvals.
- Water supply well rehabilitation projects design and construction management for the South Huntington and Bethpage Water Districts and the Inc. Village of Garden City.
- Annual inspections of elevated and ground storage tanks for numerous water districts. Inspection services include observation of coatings and structural integrity, OSHA compliance, site conditions, and cellular antennae conflicts.
- Periodic maintenance to elevated steel water storage tanks, including pressure washing, touch-up painting and disinfection design and inspection services for several water districts including the Bethpage, Hicksville and the Inc. Village of Old Westbury Water Districts.
- Review, coordination and inspection of installations of cellular carriers on elevated storage tanks throughout Long Island. Scope includes review of plans and direction of field inspectors inspecting installation work of tanks.
- Volatile organics removal treatment system design and construction oversight for the South Huntington and Plainview water districts. Services included confirming treatment efficiencies, permit approvals and community meetings.
- Backflow prevention design and construction oversight for numerous water districts and private clients. Services included Health Department and associated water district approvals.
- Prepared and assisted in the preparation of water supply master plans, master plan updates, and engineering reports as part of new potable water supply well permit applications.

Education

B.S., Mechanical Engineering; State
University of New York at Farmingdale

A.A.S., Mechanical Engineering; State
University of New York at Farmingdale

A.A.S., Construction Technology; Suffolk
County Community College

Licenses/ Certifications

AMPP Fundamentals of Protective
Coatings (C1)

Memberships

American Water Works Association

American Water Works Association, New
York Section

Long Island Water Conference

Association for Materials Protection and
Performance



Joseph V. Minero

Assistant Department Manager - Coatings



Mr. Minero is responsible for the coordination, management, and supervision of cellular antenna and communications work on water storage tanks. He coordinates with the tank owner and communications carrier, reviews construction drawings to ensure compliance with lease agreements between cell carriers and Water Suppliers and provides construction coordination during field installations. Other responsibilities include assisting in creating sanitary reports for the biannual and annual inspections on water storage tanks and facilities. He also aids in updating Water District emergency response plans, vulnerability assessments, and creating cybersecurity checklists and plans for Water Suppliers. He also aids engineers on a variety of construction related activities during construction.

Selected project experience

- New York State Office of General Services (OGS) Water Tank Design, Inspection, and Testing Term Contract; Statewide, NY: Supporting H2M's Water Tank Design, Inspection, and Testing Term Contract with the OGS for projects on behalf of the New York State Department of Corrections and Community Supervision (DOCCS). Assignments include evaluation of existing water storage tanks; performance and monitoring inspections during construction of new tanks and rehabilitation of existing tanks; and final warranty inspections for new and rehabilitated water storage tanks.
- Review of construction drawings and coordination of cellular equipment installations on elevated water storage tanks for various Water Suppliers such as, Bayville, Bethpage, Carle Place, Dix Hills, Farmingdale, Franklin Square, Garden City Park, Greenlawn, Hampton Bays, Hicksville, Locust Valley, Manhasset-Lakeville, Oyster Bay, Ocean Beach, Riverhead, Rockville Centre, South Farmingdale, South Huntington and Westbury.
- Managing and assisting in the bi-annual and annual tank inspections of water storage tanks and facilities for Bayville, Bethpage, Carle Place, Dix Hills, Farmingdale, Franklin Square, Garden City, Garden City Park, Greenlawn, Hicksville, Manhasset-Lakeville, Massapequa, Oyster Bay, Plainview, Port Washington, South Farmingdale and South Huntington Water Districts.
- Assisted in updating, revising and creating Emergency Response Plans, Vulnerability Assessments and Cyber Security Policies for Water Suppliers such as, Bayville, Bethpage, Dix Hills, Farmingdale, Franklin Square, Garden City, Garden City Park, Greenlawn, Hampton Bays, Hicksville, Jericho, Oyster Bay, Ocean Beach, Plainview, Riverhead, Roslyn, South Huntington, Saint James, Smithtown, Westchester Joint Water Works, West Hempstead, NY State Parks and New York Water Authority.
- Facilitated, observed, and participated in full scale exercises with Suffolk County Water Authority and the Army National Guard 24th Civil Support Team and Suffolk County Water Authority and the 106th Air National Guard.
- Completed vulnerability and risk assessment of approximately 235 Suffolk County Water Authority critical sites and infrastructure.
- Completed an elevated water storage tank and standpipe critical infrastructure assessment of approximately 62 Suffolk County Water Authority potable water storage tanks.

Education

M.S., Homeland Security Management;
Long Island University

B.A., Psychology; Stony Brook University

Licenses/ Certifications

AMPPP Coatings Inspector Level 1

AMPP Fundamentals of
Protective Coatings

AWWA Utility Risk and Resilience Certified

Advanced Certificate in Cyber Security
Policy from Long Island University



Alison K. Auriemmo P.E., LEED AP

Vice President, Senior Discipline Engineer - Water Resources



Ms. Auriemmo is responsible for the internal quality assurance and quality control for all water projects conducted by H2M. Ms. Auriemmo is also responsible for design and construction administration tasks associated with the construction of water supply and treatment facilities. She is involved in the preparation of specifications and design plans, project bidding, shop drawing and payment request review, and project coordination with clients and contractors. Ms. Auriemmo has also prepared and assisted in the preparation of engineering reports which evaluate new well locations, existing distribution systems, and proposed VOC wellhead treatment systems.

Selected project experience

- Water System Rehabilitations: Plainview Water District Plant No. 5; Borough of Ringwood; City of Yonkers Water Treatment Plant, Low Service Pump Station and Hillview Pump Station.
- Air Stripping Treatment Systems: Inc. Village of Garden City Well Nos. 8 and 12; Plainview Water District Well No. 5-3
- Iron Removal and Air Stripping Treatment System: South Farmingdale Water District Plant No. 1; South Farmingdale Water District Plant No. 3.
- Granular Activated Carbon Treatment Systems: Garden City Park Water District Well No. 11; South Farmingdale Water District Well No. 5-1; Garden City Park Water District Well No. 6.
- Steel Ground Storage Tank Rehabilitation: West Hempstead Water District Birch Street Plant.
- Water Distribution System Evaluation and Hydraulic Model: Garden City Park Water District.
- Well Pump Replacements: West Hempstead Water District Well No. 7-1 and the City of Long Beach Well No. 17.
- Tablet Chlorinator Installation: All plants for the Locust Valley Water District.
- Emergency Chlorination Testing: Beaver Dam Winter Sports Facility Distribution System.
- New Well Construction: West Hempstead Water District Well No. 7-2.
- New Well Site Study: Garden City Park Water District.
- Engineering Reports: Locust Valley Water District perchlorate removal at Well No. 8, Plainview Water District MTBE removal at Plant No. 1, Plainview Water District MTBE removal at Plant No. 5, West Hempstead Water District MTBE removal at Birch Street.
- Hurricane Sandy Response: City of Long Beach Water Department, provided quality sampling assistance to return potable water service to the community.

Education

B.S., Biological and Environmental Engineering; Cornell University

Licenses/ Certifications

Professional Engineer: NY

LEED Accredited Professional, USGBC

Memberships

American Water Works Association

Arthur M. Eschete, Jr.

Assistant Vice President,
Department Manager - Coatings Services



Mr. Eschete has more than 40 years of experience in the construction, corrosion control, coatings, and preservation industries. He is responsible for all aspects of coating inspection, specification and design development, surface preparation, tank condition and quality control assessment, coatings failure analysis, cellular antenna installation, and client communication as these processes take place. Over the course of his career thus far, Mr. Eschete has assessed more than 1,000 elevated water storage tanks, petroleum deep-sea superstructures, petroleum storage tanks, asphalt plant facilities, water/wastewater treatment facilities, and marine vessels. As a seasoned AMPP-certified Coatings Inspector and Protective Coatings Specialist, Mr. Eschete leads the training of H2M's coatings observers in the field and office, spanning such topics as rigging best practices, equipment use and maintenance, and regulatory and industry standards, safety standards, and best practices.

Selected project experience

- New York State Office of General Services (OGS) Water Tank Design, Inspection, and Testing Term Contract; Statewide, NY: Project leadership for H2M's Water Tank Design, Inspection, and Testing Term Contract with the OGS for projects on behalf of the New York State Department of Corrections and Community Supervision (DOCCS). Assignments include evaluation of existing water storage tanks; performance and monitoring inspections during construction of new tanks and rehabilitation of existing tanks; and final warranty inspections for new and rehabilitated water storage tanks.
- Riverhead Water District Tank Rehabilitation and Painting; Riverhead, NY: Inspection Department Manager responsible for the rehabilitation of a 1.8 MG ground storage tank.
- Hampton Bays Water District Rehabilitation of Bellows Pond Road Elevated Storage Tank; Hampton Bays, NY: Inspection Department Manager responsible for the rehabilitation of a 1.0 MG tank on Bellows Pond Road.
- Suffolk County Water Authority Middleville Road Standpipe Rehabilitation; Northport, NY: Inspection Department Manager responsible for the assessment and renovation 2.2 MG tank renovation located on Middleville Road.
- South Farmingdale Water District Rehabilitation of Lourae Avenue Elevated Storage Tank, Plant No. 1; Farmingdale, NY: Inspection Department manager responsible for the rehabilitation of a 1.0 MG ground storage tank on Lourae Avenue.
- Jericho Water District Elevated Water Storage Tank; Jericho, NY: Inspection Department Manager responsible for the construction of a new 1.5 MG water storage tank on Wheatley Road, 0.5 MG larger than the tank it replaced to account for increased population and water district needs.
- Village of Garden City Elevated Water Storage Tank; Garden City, NY: Inspection Department Manager responsible for the construction of a new, reliable, and cost-efficient 1.0 MG water storage tank on Old Country Road that directly replaced an antiquated riveted steel tank built in 1933.
- Hamlet of Greenlawn Rehabilitation of a 1.0 MG Elevated Water Storage Tank; Greenlawn, NY: Coatings Inspector responsible for overseeing the rehabilitation of a 1.0 MG water storage tank on Wicks Road.
- Manhasset-Lakeville Water District Rehabilitation of a 1.2 MG Elevated Water Storage Tank; Great Neck, NY: Coatings Inspector responsible for the evaluation of a rehabilitated 1.2 MG water storage tank, its structural components, coating systems, and compliance items twice annually.
- South Farmingdale Water District Rehabilitation of 1.0 MG Ground Storage Tank; Farmingdale, NY: Coatings Inspector responsible for overseeing the rehabilitation of a 1.0 MG ground storage tank.
- Garden City Park Water District Rehabilitation of a 1.3 MG Water Storage Tank; Garden City Park, NY: Coatings Inspector responsible for overseeing the rehabilitation of a 1.3 MG water storage tank.
- Village of Freeport Rehabilitation of Northwest 1.0 MG Water Storage Tank; Freeport, NY: Coatings Inspector responsible for overseeing the rehabilitation of a 1.0 MG water storage tank.
- Hamlet of Greenlawn Rehabilitation of the 3.0 MG Cuba Hill Water Storage Tank, Plant No. 9; Greenlawn, NY: Coatings Inspector responsible for overseeing the rehabilitation of the 3.0 MG Cuba Hill water storage tank.

Licenses/ Certifications

AMPP Level 1, 2, 3 and Peer Review,
Certified Coatings Inspector

AMPP Protective Coatings Specialist

AMPP C-2 Specifying and Managing
Protective Coatings Projects-Advanced

AMPP C-1 Fundamentals of Protective
Coatings for Industrial Structures-Basic

Effective Supervisory Management,
Leadership Management
International Incorporated

Confined Space

Hazard Communication

Lead Awareness

OSHA 10-Hour Construction Safety & Health

Respiratory Protection

Memberships

Vice Chair, Association for Materials
Protection and Performance (AMPP),
Southeast Louisiana Chapter

Long Island Water Conference

AMPP

AMPP, Steel Structures Painting Council

AMPP Metropolitan New York Board,
Section Secretary



Christopher Wright P.E.

Discipline Engineer - Water Resources



Mr. Wright is a discipline engineer with more than 15 years of experience in water resources engineering. His responsibilities include design and construction administration of potable water treatment systems and distribution system improvement projects. He is extremely adept in investigation, design, and rehabilitation work involving steel structures and coating systems. In addition, Mr. Wright handles the preparation of specifications and design plans for public and private bidding of work.

Selected project experience

- Sullivan County Redundant Potable Water Storage Tank; Liberty, NY: Providing engineering design services for a redundant potable water storage tank at the Sullivan County Human Services Complex in Liberty, NY. The tank will connect to the existing public water supply system which will also supply water for the sprinkler systems in two County buildings on the campus.
- Glass-Fused to steel and concrete ground storage tank design for multiple New York and New Jersey water suppliers, including the Village of Elmsford, Westchester Joint Water Works, Wall Township and Monmouth County, NJ, and New York American Water
- Westchester Joint Water Works Rye Lake UV Treatment Facility Evaluation: Developed a basis of design report to evaluate the construction of the UV treatment facility at Rye Lake and for compliance with Surface Water Treatment Rule (SWTR) and the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR). Prepared regulatory submission for New York State Historic Preservation Office (SHPO).
- Liberty Utilities Hoey Degraw, and New Vernon Water System Improvements: Project manager and civil engineer for the replacement of existing chemical treatment buildings. The design included a new chemical treatment building, associated site grading and drainage, new outdoor atmospheric water storage tanks, packaged booster pumping system, hydropneumatic tanks, chlorine storage, and injection system and all associated piping and valving. Prepared civil site plans, building permits, and construction administration services.
- Prior to H2M, Mr. Wright worked at a consulting engineering firm working mainly with Municipalities. Project experience includes quantity and cost estimating, bidding assistance, plans, specifications, DOT grant submissions, and site plan review.
 - Prepared water quality, lead and copper sampling plans for West Milford MUA.
 - Responsible for project management duties at Bergen County Utilities Authority including sludge thickener tank inspections, structural analysis of primary settling tanks, and inspection of pipe galleries to determine locations and modes of failure.
 - Responsible for the review of site plans, retaining wall designs, and as-builts to assure conformance with construction plans.
 - Responsible for the water main design, street scape design, and roadway improvements.
- Mr. Wright also worked at a consulting engineering firm where his main responsibilities were design and project management including overseeing job performance in the field and office environment.
 - Performed inspections and prepared technical reports and calculations with API 510 (Pressure Vessels), API 570 (Pipelines), API 653/STI SP001 (Above ground/Underground Storage Tanks), NYSEDEC, and NJDEP.
 - Responsible for the preparation of Cathodic Protection designs (including development of design drawings, design calculations, specification, and material lists) associated with marine structure (piers, waterfront bulkhead, docks, pipe piles), buried pipelines, storage tanks, and pressure vessels.
 - Project management of Cathodic Protection installation and design, above ground and underground storage tank inspection, pressure vessel inspection, and pipeline inspection.
 - Developed coating specifications, coating recommendations, testing requirements, and QA/QC requirements.
 - Responsible for performing coating inspection work and developing technical documents/reports for coating inspection work to be performed in the field.

Education

B.S., Civil Engineering; Pennsylvania State University

Licenses/ Certifications

Professional Engineer: NJ, NY, CT, PA

NJDEP Corrosion Specialist

AMPP CP1: Cathodic Protection Tester

AMPP CIP 1: Coating Inspector with Bridge Specialty

OSHA 24-Hour HAZWOPER

OSHA 10-Hour Construction Safety & Health

Memberships

American Water Works Association



Michael G. Kinsey

Field Supervisor - Coatings



Mr. Kinsey has more than 30 years of experience in the coatings industry. His responsibilities include annual/biannual inspections on water storage tanks and facilities, and coatings inspection for construction/rehabilitation projects. His duties include conducting industry-accepted inspection techniques referenced by AMPP standards for professional coatings inspection. These duties include utilization of all inspection testing equipment, both destructive and nondestructive, ambient condition testing, and inspection of cellular installations on water district tanks and properties.

He is responsible for all coatings inspections, construction inspection, and conformance with job specifications in all aspects. This includes surface preparation, ambient conditions, coating data, and communication with the coatings contractors to insure project quality and client expectations. He is also thoroughly familiar with current regulations related to structures including containment, air monitoring and decontamination activities.

Licenses/ Certifications

AMPP Coatings Inspector Level 2

AMPP Coatings Application Specialist

AMPP C-3 C-5 Lead Paint Removal

40 Hour Hazmat Trained

N.J. Lead Supervisor License #R00750

Hazardous Waste Operations and
Emergency Response, OSHA 30-hour

OSHA 10-hour Construction Safety & Health

MTA Track Worker Safety

Metro North Railroad Track Safety

C.P.R. First Aid Red Cross

R.A.D. Worker Indian Point

Selected project experience

- West Hempstead Water District - New 1,000,000 Gallon Composite Elevated Storage Tank
- Newbridge Road Tank Overcoat
- New York State Office of General Services - Cape Vincent Water Tank Rehabilitation
- Westchester Joint Water Works - Winged Foot Storage Tank Rehab
- Con Edison:
 - Rehabilitation of substations throughout the Five Boroughs
 - Staten Island Arthur Kill generating plant: Rehabilitation of turbine oiler
 - Indian Point plant: Rehabilitation during refueling outage. Vital badge, RAD worker certification
 - Abrasive blasting and coating rehabilitation of bedspring assembly on reactor #1&2
 - East River plant at 14th Street: Retrofit plant for new steam generators
 - Waterside plant: Multiple rehabilitation projects and maintenance painting contracts
 - Employed by Con Edison preferred contractor Utilities Associates, which maintained most Con Edison plants including "Big Alice" at Ravenswood
- George Washington Bridge - General foreman on lead abatement project - Mr. Kinsey was in charge of the everyday operations of this project. Daily responsibilities included making sure two blast crews were in full operation and adhering to all contract specs. Also in charge of a 15 man paint crew, making sure proper work was being performed and all painting criteria were met. Daily meetings with the PANYNJ to ensure workmanship and general public safety while on-site. Specific job tasks included:
 - SP10 blasting operation of all substrates of lower level, including lower floor beams
 - Full recoating of all structures .3 coat system
 - Scheduling of all operations, including blasting, painting, containment and environmental
 - In charge of all Quality Control Reports
- Manhattan Bridge - Supervisor for full lead abatement - The Manhattan bridge project was one of the most complex jobs Mr. Kinsey was in charge of. Numerous situations occurred on a daily basis. Three blast crews, three paint crews, three containment crews and many support crews were involved with this project. This was a multi-trade job, so scheduling was handled on a weekly basis. Mr. Kinsey also had river traffic to coordinate. Numerous agencies were involved, including New York Department of

Next →

Michael G. Kinsey

Field Supervisor - Coatings

Transportation, Coast Guard, Triborough Bridge and Tunnel Authority. Specific job tasks included:

- SP10 blasting operation of upper and lower roadways, and both Manhattan and Brooklyn towers
- Full recoat of all substrates, three coat system
- Verrazano Narrows Bridge: As general foreman for lead abatement, oversaw all daily operations, including blasting, painting, all Quality Control reports, and field inspections. Weekly meetings with the Triborough Bridge and Tunnel Authority included weekly scheduling, progress of the job, and reporting to the inspectors. Specific tasks included:
 - SP10 blasting operations of towers and lower level substrates
 - Full recoating of all structures, three coat system
 - Scheduling of all blasting and painting operation
- Restoration of the Hells Gate Bridge - SP3 clean, 3 coat system
- Manhattan Bridge - Supervisor for full lead abatement.
- Indian Point - Lead abatement of Reactor 1 and 2 - preparation and paint reactor #1 and #2.
- Throgs Neck and Whitestone Bridges - Foreman for various lead abatement projects - crash walls SP10 blast 3 coat system
- Verrazano Narrows Bridge - General foreman for lead abatement.
- Outer Bridge and Goethals Bridges – Foreman - Rigging installed for inspections services
- Numerous projects for New York MTA and Metro North Railroad - Mamaroneck to Port Chester, full SP10 blast on catenary towers. 2-coat system re-applied.





Otto Mayer

Senior Coatings Inspector



Mr. Mayer has 20 years of experience in the coatings industry with responsibilities varying from annual and bi-annual inspections on water storage tanks and facilities to coatings inspection for construction or rehabilitation projects. His duties include conducting industry-accepted inspection techniques referenced by AMPP standards for professional coatings inspection. These techniques include utilization of all inspection testing equipment, both destructive and nondestructive, ambient condition testing, and inspection of cellular installations on water district tanks and properties.

At H2M, Mr. Mayer is responsible for all coatings inspections, construction inspections, and conformance with job specifications in all aspects. This includes surface preparation, ambient conditions, coating data, and communication with the coating's contractors to ensure project quality and client expectations. He is also thoroughly familiar with current regulations related to structures including containment, air monitoring and decontamination activities.

Education

A.S., Business Administration; Ivy Tech Community College

Licenses/ Certifications

AMPP Coatings Inspector Level 2
OSHA 30-Hour Construction Safety & Health
TWIC Card, TSA

Selected project experience

- Water Authority of Western Nassau County Rehabilitation of Tank 20; Elmont, NY: Provide full time coating inspection services during rehabilitation of 1.5MG elevated water storage tank. Inspections include evaluation of lead abatement conformance, hot work, tank containment and coatings inspection.
- Hartman Walsh Industrial Services; St. Louis, MO; Served as industrial coater, supervisor, and quality control for a variety of projects including water transmission pipelines, dams, bridges, conventional power, manufacturing, and petrochemical industries. Nation-wide clients included Dow Chemical, Bayer, Con Edison, Duke Energy Generating Stations, Tennessee Valley Authority Hydroelectric, and Y12 National Security Complex.
- Renaissance Restoration and Remodeling, LLC; Indianapolis, IN; As owner, directed all phases of residential and commercial contracts and managed and coordinated sub-contractors.
- Supervisor, Various Companies: oversaw commercial plaster, stucco, E.I.F.S., tile, drywall, painting, and soundproofing for a variety of projects in Connecticut and Massachusetts.



John J. Priano

Coatings Inspector



Mr. Priano is a coatings inspector with exceptional experience in structural painting, blasting, and industrial coating processes. He schedules, leads, and manages painting project teams. Mr. Priano has expertise in coating inspection, testing, quality control, and quality assurance for construction projects.

Selected project experience

- Township of Wayne Indian Hills Water Storage Tank Rehabilitation; Wayne, NJ: Coatings inspection for rehabilitation of the existing 1.5 million gallon Indian Hills steel ground storage tank. The design included complete exterior painting removal, new coating system, and miscellaneous hot work upgrade items. The interior included spot blasting and spot painting, minor repairs, and miscellaneous hot work.
- Southeast Morris County Municipal Utilities Authority Baird Place Tank Improvements; Hanover, NJ: Responsible for coating and construction inspection services for the complete rehabilitation of this water storage tank.
- Applied Research Associates, Inc. Ohmsett Test Facility Naval Weapons Basin; Leonardo, NJ: Provided coating and construction inspection services during rehabilitation of 2.6 MG saltwater test tank. Inspection included evaluation of surface preparation, coatings application, hot work, concrete repair and containment to insure compliance with H2M specifications. Instrumental in coordinating with the client and contractor during construction, to insure the greatest results possible.
- Veolia Indian Hill Tank Rehabilitation; Toms River, NJ: Under contract with Veolia, formerly known as SUEZ, provided construction inspection services for the rehabilitation of an elevated water storage tank.
- Champion Painting; Tappan, NY: Directed large and small crews on domestic and international painting projects, including elevated tanks, bridges, and stadiums. Managed quality control and performed on-site AMPP supervision for industrial coating activities. Hired, oriented, scheduled, and allocated workers for each project. Communicated effectively with general contractors, clients, managers, engineers, and government QA inspectors. Prepared and submitted QA documents and reports.
- Spensieri Painting; Syracuse, NY: Led crews during painting projects of water towers and in-ground water tanks in New York and Virginia. Implemented and managed work schedules. Worked in confined spaces and elevated heights of 200-plus feet.
- Americ Associates, Probe Investigations, and Limieux Associates; Syracuse, NY: Inspected and reported for three separate investigation companies, Investigated cases and took video recordings and notes. Submitted daily updates to the New York State Insurance fund. Prepared detailed reports on each case. Appeared and testified in court as needed.

Education

A.A.S, Criminal Justice; Onondaga Community College

Licenses/ Certifications

AMPP Certified Coatings Inspector Level 1

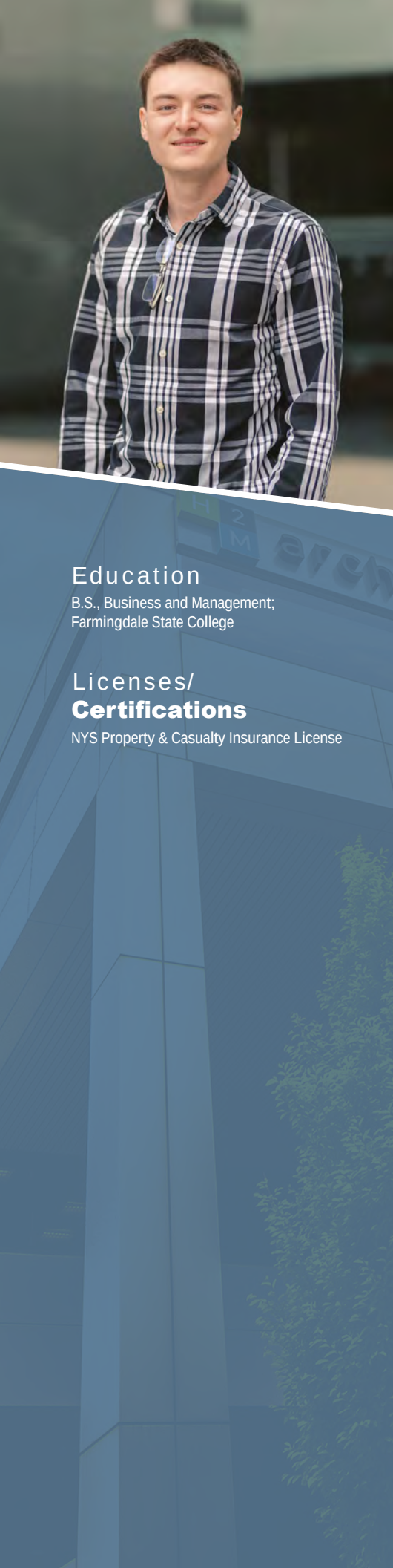
AMPP Certified CAS Coating Application Specialist

OSHA Confined Space Certification

OSHA Aerial Lift Certification

OSHA Swing Stage Scaffolding Certification

AMPP Sealcoating Training



Jayden T. Ippolito

Coatings Inspector



As a coatings inspector, Mr. Ippolito is responsible for the inspection of construction and coatings application phases as well as, contractor management and field supervision. He reviews and interprets plans and specifications to ensure compliance with contract documents and drawings; and assists in performing bi-annual and annual inspections on water storage tanks and facilities. Mr. Ippolito also provides assistance for fellow inspectors on variety of projects.

Selected project experience

- Hicksville Water District Dish Wireless New Install at Newbridge Road; Hicksville, NY: Inspected a dish installation of a for the purpose of protecting the Hicksville Water District and Newbridge Road from damage.
- Southeast Morris County Municipal Utilities Authority Tank Structural Inspection Services; Morristown, NJ: Conducted a structural assessment of various aboveground potable water storage tanks. Work took place while the tanks were in service.
- South Farmingdale Water District Inspection of Water Storage Facilities; South Farmingdale, NY: Conducted an inspection of the District's water storage tanks to assess the security of the storage tanks as it relates to public health as well as report the condition of the coating systems.
- Township of Parsippany-Troy Hills Water Department Mountain Way Water Storage Tank Rehabilitation; Parsippany, NJ: Coatings Inspector for the rehabilitation of the one-million-gallon capacity Mountain Way tank. The tank requires interior and exterior painting as well as miscellaneous metal repairs.

Education

B.S., Business and Management;
Farmingdale State College

Licenses/ Certifications

NYS Property & Casualty Insurance License



Robert T. Cummings, Jr.

Coatings Inspector



As a coatings inspector, Mr. Cummings is responsible for the inspection of construction and coatings application phases as well as, contractor management and field supervision. He reviews and interprets plans and specifications to ensure compliance with contract documents and drawings; and assists in performing bi-annual and annual inspections on water storage tanks and facilities. Mr. Cummings also provides assistance for fellow inspectors on variety of projects.

Selected project experience

- Inspections of cellular equipment installations on elevated water storage tanks for various Water District properties such as, Garden City Park, Greenlawn, Riverhead, Rockville Centre, Westbury, Port Washington, Roslyn. Hicksville, Massapequa and Plainview Water Districts.
- Responsible for blast inspections and inspection of paint touchups for Carle Place, Dix Hills, Massapequa, Roslyn, Bethpage and Borough of Ringwood.
- Bi-annual inspections of water storage tanks and facilities in Bayville, Bethpage, Carle Place, Dix Hills, Farmingdale, Franklin Square, Freeport, Garden City, Garden City Park, Greenlawn, Hempstead, Hicksville, Manhasset-Lakeville, Massapequa, Old Westbury, Oyster Bay, Plainview, Port Washington, Rockville Centre, South Farmingdale and South Huntington Water Districts.

Prior to H2M, Mr. Cummings assembled and installed rebar steel bars that support concrete in buildings and bridges.

Licenses/ Certifications

- AMPP Coatings Inspector Level 1
- NYCDOB Supported Scaffold
- EMT-Basic
- CPR
- Certified Opioid Responder
- OSHA 30-hour Construction Safety & Health



Work Plan & Approach

Project Understanding

H2M understands the need for professional engineering services for inspection of five of the City of Newburgh's water storage tanks. The firm will provide Certified Water Tank Inspectors in the form of Association for Materials Protection and Performance (AMPP) (National Association of Corrosion Engineers [NACE] and Society for Protective Coatings [SSPC]) certification holders to conduct all tank inspections. H2M tank inspectors will evaluate the existing condition of the interior and exterior coatings and structural condition of all accessible portions of the tank, interior and exterior. Tank inspections will be conducted in accordance with American Water Works Association (AWWA) D101, AWWA D110 inspection, and AWWA Manual M42 Steel Water Tanks latest edition. H2M understands that the tanks will not be drained for these proposed inspections. We will coordinate with the City during the scheduled inspection phases to drain the tanks down as much as feasible to not interrupt required service needs. Having experience providing similar services to numerous water districts and authorities in the region and throughout New York, we clearly understand the needs of the City and will provide detailed reports for each individual tank prepared by our New York State licensed Professional Engineer in an all-inclusive package.

Our Approach

The reports will include detailed photos and explanations of each individual sector of the tank as outlined in the RFP. H2M understands the timing requirements needed for this project; these inspections will be coordinated with the City, as required. H2M is flexible in this timing designation, if for some reason the City needs to push any of the phases, we have the qualified staff year-round to accommodate any of the City's needs.



493 Little Britain Road

“Tank inspections will be conducted in accordance with American Water Works Association (AWWA) D101, AWWA D110 inspection, and AWWA Manual M42 Steel Water Tanks latest edition.”



H2M will also submit a draft copy of the tank inspection reports and then conduct a workshop to review findings via a virtual conference meeting. Furthermore, we will incorporate the City's comments as discussed in the workshop, then issue the final reports no later than December 29, 2025.

We meet all the required qualifications listed in the City's RFP, including New York State licensed professional engineers on staff, with 12 AMPP certified professionals. All H2M coatings inspection staff members have OSHA 30 training cards. The firm will provide at least one confined space trained staff member for all inspections. All H2M coating inspection staff have completed and certified through Honeywell Safety's 16-Hour in person Fall Prevention and Protection and Fall Protection Rescue (Basic Rescue) training.

H2M possesses an ROV dedicated specifically to potable water storage inspections and intends to employ this equipment to aid in the interior inspections of the City's tanks. The ROV will be properly disinfected prior to entry into each of the tanks being inspected. Over the last five years, we have conducted over 675 tank inspections similar in scope as that required by the RFP.

As mentioned above, H2M is fully aware of the needs of the City and will provide all required labor, tools, equipment, materials, safety devices, and any accessories necessary to access and inspect each of the five tanks. Any damage caused to the grounds by H2M will be repaired at no additional cost to the City. We will provide all inspection reports to the City within one month from the date of the last inspection. All work detailed in this proposal will be performed entirely in-house with H2M's vast, knowledgeable water storage tank staff members.

In addition to conducting the inspections as outlined within the proposal, as well as the RFP, the firm will notify the City immediately should any observations be made during the inspections that pose an immediate concern as it relates to safety and/or sanitary deficiencies.

Tank Inspections & Report

Our on-site inspectors will observe, report, and photograph the following items, including but not limited to:

- Site (site access, fencing and gates, security features, etc.).
- Tank exterior (existing protective coatings condition, adhesion, corrosion, ladder[s], hatch[es], manway[s], handrails, vent[s], concrete foundation, chime, vegetation growth, piping, etc.).
- Tank interior (existing protective coatings condition, corrosion, piping, ladder[s], hatch[es], roof supports, sediment, sediment depth, biofilm build-up, etc.).

The tank report will include the following items, including but not limited to:

- Description of the item/accessory, including color photographs and item condition.
- Description and color photographs of any deficiencies noted.



45 Brady Avenue



141 Ellis Avenue

“Over the last five years we have conducted over 675 tank inspections similar in scope as that required by the RFP.”



- Measurement and corresponding photos of sediment depth on the tank floor (if noted).
- Detailed recommendations of future maintenance, repairs, etc., including a brief cost opinion associated with the recommendations.

Quality Assurance/Quality Control (QA/QC)

Upon completion of each of the reports, they will be reviewed by our Coatings Manager, Arthur M. Eschete, Jr., an AMPP Level III Certified Coatings Inspector. The reports will be revised based on the comments from his review. Once a final draft of the reports are available, a final review will be performed by our QA/QC Manager, Alison K. Auriemmo, P.E., LEED AP.



283 Carpenter Avenue

Project Schedule

The H2M team expects to conduct the on-site tank inspections over the course of two consecutive days. Scheduling of the on-site tank inspections will be scheduled in conjunction with the City's availability and overall weather forecast. We expect that the on-site inspections will be conducted within three weeks of execution of this contract. Initial draft reports will be generated within 10 days of completing the on-site tank inspections, with Mr. Eschete and Ms. Auriemmo's reviews being conducted within 10 days of the draft reports being generated. H2M fully expects to deliver final draft reports to the City for their review and comments on or before December 12, 2025. Assuming the City can review and provide comments back to our office by December 22, 2025, we will prepare final reports and provide them to the City by December 29, 2025. It is expected that all versions of the report will be provided in electronic PDF format.

**Joseph J. Todaro, P.E., LEED AP BD+C, Principal-in-Charge**

Mr. Todaro has 35 years of water supply engineering experience, including water systems analysis and the design of water storage, supply, water treatment, and pumping facilities. In his role at H2M, he is responsible for the growth of the water/wastewater market, as well as client management for various water districts and suppliers throughout the New York metropolitan area. As the Principal-in-Charge for this project, Mr. Todaro has the authority to commit the resources needed to make sure it is completed on time and in budget. He is a licensed Professional Engineer in the State of New York.

**Anthony M. Trombino, Project Manager**

Mr. Trombino is responsible for the internal quality assurance (QA) and quality control (QC) of all water storage tank and coatings projects conducted by H2M. As a Senior Discipline Engineer, his responsibilities include preparation of specifications and design plans, liaison with clients to define design requirements, and project management and coordination with clients and contractors to oversee scope and execution of construction contracts. Mr. Trombino has prepared numerous engineering reports evaluating water storage facilities and wellhead treatment and has designed and overseen construction for water storage tank replacements, tank rehabilitation and repainting, and multiple wellhead treatment systems for volatile organic compound (VOC) contaminated water supply wells. As the Project Manager, Mr. Trombino will preside over the staff tasked with carrying out the water tank inspections for the City and will serve as the client liaison. He has completed Association for Materials Protection and Performance (AMPP) Fundamentals of Protective Coatings (C1).

**Joseph V. Minero, Deputy Project Manager**

Mr. Minero is responsible for the coordination, management, and supervision of cellular antenna and communications work on water storage tanks. He coordinates with the tank owner and communications carrier, reviews construction drawings to ensure compliance with lease agreements between cell carriers and water suppliers and provides construction coordination during field installations. Other responsibilities include assisting in creating sanitary reports for the bi-annual and annual inspections on water storage tanks and facilities. He also aids in updating water district emergency response plans, vulnerability assessments, and creating cybersecurity checklists and plans for water suppliers. Mr. Minero also aids engineers on a variety of construction related activities during construction. He is a AMPPP Coatings Inspector Level 1.

**Arthur M. Eschete, Jr., Coatings Manager**

Mr. Eschete has more than 40 years of experience in the construction, corrosion control, coatings, and preservation industries. He is responsible for all aspects of coating inspection, specification and design development, surface preparation, tank condition and QC assessment, coatings failure analysis, cellular antenna installation, and client communication as these processes take place. Over the course of his career thus far, Mr. Eschete has assessed more than 1,000 elevated water storage tanks, petroleum deep-sea superstructures, petroleum storage tanks, asphalt plant facilities, water/wastewater treatment facilities, and marine vessels. As a seasoned AMPP-certified Coatings Inspector and Protective Coatings Specialist, Mr. Eschete leads the training of H2M's coatings inspectors in the field and office, spanning such topics as rigging best practices, equipment use and maintenance, and regulatory and industry standards, safety standards, and best practices.



► Workforce Allocation & Availability

Workforce Allocation

Please see the table below for H2M's workforce allocation for this project.

TASK	EMPLOYEE CLASSIFICATION	ESTIMATED HOURS
Tank Inspection	Coatings Inspector	16
Tank Inspection (ROV Operator)	Coatings Inspector	16
Tank Report	Coatings Inspector	30
Tank Report (Manager Review)	Coatings Manager	15
Tank Report (QA/QC Review)	QA/QC Manager	8

Availability

In accordance with the City's RFP, it is our understanding that this contract is expected to commence on, or about October 20, 2025. Based on this anticipated commencement date, H2M will have tank inspection personnel immediately available to conduct the field inspection portions of this work, weather dependent.



► In-House & Subcontracted Services

Full-Service Team

All services required for the water storage tank inspections identified in the RFP will be conducted by H2M. We are a full-service, multi-disciplinary firm that has the staffing and resources necessary to complete this project in-house.

Relevant Project Experience

The H2M team understands how valuable water storage tanks are to water providers. It is imperative for inspectors to have a clear understanding of corrosion, structural integrity, and modern high-performance coatings. The project sampling below is a carefully curated selection of our portfolio that demonstrates our ability to inspect the City's five tanks identified in the RFP in accordance with Orange County Department of Health (OCDOH) standards.

► **New York State Office of General Services (NYSOGS) Five-Year Tank Inspections; Various Locations, NY**

Client Reference: Nicole Cheplowitz, P.E., Team Leader, NYSOGS, 36th Floor, Corning Tower, Empire State Plaza, Albany, NY 12242, (518) 473-4999

Completion Year: Ongoing

Key Personnel Involved: Anthony M. Trombino; Otto Mayer; Jayden T. Ippolito



For over 15 years, H2M has held a water storage tank design, inspection, and testing term contract with the NYSOGS for projects on behalf of the New York State Department of Corrections and Community Supervision (DOCCS). In conjunction with this term contract, we have been tasked with the five-year tank inspection of more than 30 tanks, at over 20 facilities throughout New York State. These inspections provide NYSOGS' management with the necessary information to plan, budget, and institute their tank maintenance and rehabilitation program. The inspections provide detailed information regarding existing interior and exterior coating conditions, as well as compliance with OSHA, Recommended Standards for Water Works, and recommended American Water Works Association (AWWA) standards.

During these tank inspections, H2M Association for Materials Protection and Performance (AMPP)-certified coatings

inspectors conduct detailed visual inspections of all tank components, including structural components and coating systems, reviewing and documenting coatings delamination, and non-compliance for any accessories related to environmental compliance and health and safety. As part of these inspections, we employ an underwater Remotely Operated Vehicle (ROV) to visually inspect the tank's interior, including a visual observation of the interior coatings and any corrosion that may be present. Additionally, the ROV allows observance of any sediment that may be on the floor of the tank, all while the tank remains in service, allowing the facility to operate with no interruption to the water supply system.

► **Various Water Suppliers Bi-Annual Tank Inspections; Nassau County, NY**

Client Reference: Michael Boufis, Superintendent, Bethpage Water District, 25 Adams Avenue, Bethpage, NY 11714, (516) 931-0093

Completion Year: Ongoing

Key Personnel Involved: Michael G. Kinsey; John J. Priano



H2M has performed semi-annual tank inspections for over 20 Nassau County water suppliers for the past 20 years. These inspections include over 70 elevated and ground storage style tanks, including concrete, welded steel, and bolted steel style tanks. These inspections are required to allow the water supplier to meet the requirements for OSHA and Ten State Standards and ensure there are no health and safety issues that the public would be exposed to.

During the semi-annual tank inspections, our AMPP-certified coating inspectors conducted detailed visual inspections of all tank components, including structural components and coatings systems, reviewing and documenting coatings delamination, and non-compliance for any accessories related to environmental compliance and health and safety.

The tank inspections report, which is typically completed within three weeks of the inspections, included a checklist covering

the items the Nassau County Department of Health (NCDOH) requires to be inspected, photo documentation of the tanks, a summary of H2M's findings, and recommendations for items requiring further attention.

The semi-annual tank inspections and report allows the water supplier to monitor the condition of their water storage tanks and address minor issues as soon as possible to meet standards. The water supplier can also determine when significant tank work is needed and begin setting aside funds for future maintenance.

In addition to these NCDOH required semi-annual inspections, H2M has been tasked with performing emergency tank inspections for various Nassau County water suppliers due to suspected vandalism, graffiti, water quality concerns, and unauthorized cellular communications work.

- **Various Water Suppliers Annual Tank Inspections; Suffolk County, NY**
Client Reference: Robert Santoriello, Superintendent, Greenlawn Water District, 45 Railroad Street, Greenlawn, NY 11740, (631) 261-0874
Completion Year: Ongoing
Key Personnel Involved: Otto Mayer; Jayden T. Ippolito



H2M has performed annual tank inspections for approximately eight Suffolk County water suppliers for the past 20 years. These inspections include over 25 elevated and ground storage style tanks, including concrete, welded steel, and bolted steel style tanks. These inspections allow the water supplier to remain in compliance with OSHA and Ten State Standards and ensure there are no health and safety issues that the public could be exposed to.

During the annual tank inspections, H2M AMPP-certified coatings inspectors conducted detailed visual inspections

of all tank components, including structural components and coatings systems, reviewing and documenting coatings delamination, and non-compliance for any accessories related to environmental compliance and health and safety.

The tank inspections report, which is typically completed within three weeks of the inspections, included a checklist covering the items the Suffolk County Health Department (SCHD) requires to be inspected, photo documentation of the tanks, a summary of H2M's findings, and recommendations for items requiring further attention.

The annual tank inspections and report allows the water supplier to monitor the condition of their water storage tanks and address minor issues as soon as possible to meet standards. The water supplier can also determine when significant tank work is needed and begin setting aside funds for future maintenance.

In addition to these SCHD required annual inspections, H2M has been needed to perform emergency tank inspections for various SC water suppliers plagued by suspected vandalism, graffiti, water quality concerns, and unauthorized cellular communications work.

- **West Hempstead Water District (WHWD) Composite Elevated Storage Tank; West Hempstead, NY**
Client Reference: Jason Belle, Superintendent, 575 Birch Street, West Hempstead, NY 11552, (516) 314-6905
Completion Year: 2019
Key Personnel Involved: Alison K. Auriemmo, P.E., LEED AP; Anthony M. Trombino; Arthur M. Eschete, Jr.; John Priano; Joseph V. Minero; Michael G. Kinsey
Awards: 2019 American Council of Engineering Companies (ACEC) Awards Diamond Award; New York Section American Water Works Association (NYSAWWA) 2020 Project of the Year



As the existing WHWD Birch Street facility tank reached the end of its useful life, the Board of Commissioners and Superintendent knew that the new design had to be carefully developed, continuing to be a symbol of the West Hempstead community. In conjunction with the District, H2M evaluated multiple tank designs, determining a composite elevated tank would best fit the needs of the District and their residents and set the trend as the first one constructed on Long Island.

A composite tank combines concrete, steel, and welding, allowing a new alternative for engineers and tank construction. The composite tank utilizes concrete, in lieu of steel, as the tank pedestal which provides several benefits. First, the concrete is a more sustainable material for construction on Long Island, especially in terms of corrosion-resilience to exposure from salt-laden wind coming off of the Atlantic Ocean. Second, concrete reduces the amount of surface area of steel requiring rehabilitation and coatings throughout the life of the tank.

H2M had to specify and review certain protocols to ensure that the concrete would look uniform to provide an aesthetically pleasing landmark for the District. This included continuous reviews against mock-up walls and confirmation that the sand used in the concrete was uniform and sole-sourced. The contractor utilized jump forms to build the pedestal efficiently and quickly. The jump forms allowed the contractor to place concrete, allow curing, then utilize the same form by jumping it to the next concrete pedestal ring. This compressed the construction schedule, decreased labor costs, increased the aesthetic consistency of the concrete, and reduced the overall cost of the placement of the concrete pedestal.

H2M used their knowledge of coatings systems and evaluated interior and exterior coating systems available on the market. They examined which coatings would stand the test of time coupled with the long-term life expectancy of the concrete base. Ultimately, the final interior coating system would provide the longest and most cost-effective, as well as volatile organic compound (VOC) compliant, system available in the Country. The new tank, now capable of storing one million gallons will serve the community well into the next century, all while providing lower maintenance costs and paving the way for other purveyors to follow.

► **Westchester Joint Water Works Storage Tank Rehabilitation; Purchase, NY**

Client Reference: Frank Arcara, Chief Water Treatment Operator, 1625 Mamaroneck Avenue, Mamaroneck, NY 10543, (914) 698-3500

Completion Year: 2023

Key Personnel Involved: Anthony M. Trombino; Arthur M. Eschete, Jr.; John J. Priano; Joseph J. Todaro, P.E., LEED AP BD+C; Joseph V. Minero



H2M was first commissioned for this project to inspect the condition of two adjacent 1.0 MG water storage tanks on Purchase Street in Purchase, NY. From this inspection's findings, we concluded that both tanks needed re-coating to extend their useful service life.

In addition to re-coating the interior and exterior of both tanks, H2M also enhanced the tanks' mixing system, adding protective measures against lightning strikes, and installed new lighting around the tanks to improve their visibility at night to low-flying aircraft from the nearby airport.

For the replacement coatings, we had selected an abrasive blast surface preparation and an exterior coating system consisting of a zinc primer, epoxy stripe and intermediate, and a polyurethane finish. The interior coating system consisted of a zinc primer, epoxy stripe coat, and a high-solids epoxy finish coat that is compliant with the New York State Department of Health's (NYSDOH) emissions standards on the use of VOCs.

In addition, H2M removed the original water mixing baffles and installed active mixing systems to improve water circulation within both tanks.

Due to the importance of these two storage tanks to the operation of the water system, and limited site constraints of the rear tank, the tanks could not be rehabilitated at the same time. Therefore, it was recommended that each tank be rehabilitated independently of each other.

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NOVEMBER 2017

Revised 11/2018, 11/2019, 11/2020, 11/2021, 11/2022, 11/2023, 3/2024, 11/2024

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DISCLOSURE OF INFORMATION

This Generic Corporate Health and Safety Plan (HASP) was developed to establish the protocols for protecting H2M personnel and H2M-contracted personnel. This HASP is to be used as guidance on projects involving construction activity, Federal or State inactive hazardous waste sites, RCRA corrective actions, hazardous material emergency responses, petroleum spill response and/or any other H2M projects where there is a potential for exposure to hazardous substances or injury. This HASP was developed for H2M use and is not to be used outside of H2M without written approval by H2M's Corporate Health and Safety Officer.

This HASP complements additional specific health and safety plans and procedures that H2M has implemented including, but not limited to, New Employee Safety Orientation, Hazard Communication (HazCom) Plan, Bloodborne Pathogen Exposure Control Plan, Permit-Required Confined Space Plan, Respiratory Protection Plan, Roof and Ladder Safety Plan, Safe Driving Plan, Safety Incident Response Plan, Lock-Out/Tag-Out, Hazard Identification and Risk Assessment, and Fire and Emergency Evacuation Plans.

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1.0 INTRODUCTION

H2M maintains a corporate Health and Safety Program to ensure occupational safety and health for all employees engaged in hazardous waste operations or any other work with the potential for worker exposure to hazardous substances. This Corporate HASP establishes the protocols for protecting H2M personnel and H2M-contracted personnel, as designated, from incidents that may arise during the performance of field activities.

All H2M field personnel and H2M subcontractors are required to abide by the procedures set forth in this HASP. By following the procedures outlined in this HASP, the possibility that personnel working in the field or the surrounding community will be injured or exposed to project-site related hazards will be minimized. In accordance with the Occupational Safety and Health Administration (OSHA), this HASP shall be made available to any other contractor, subcontractor, OSHA personnel, and to personnel of other federal, state, or local agencies with regulatory authority over the project site, as necessary

1.1 Background

In March 1989, the OSHA standards for hazardous waste operations and emergency response (HAZWOPER) were published in the Federal Register and codified as 29 CFR 1910.120. With regard to the development of a written Health and Safety Program, the regulations state the following:

“Employers shall develop and implement a written safety and health program for their employees involved in hazardous waste operations. The program shall be designed to identify, evaluate and control safety and health hazards, and provide for emergency response for hazardous waste operations.”

The purpose of this document is to provide guidelines and the framework under which H2M's Health and Safety Program will operate. Since this is a guidance document and not an operations manual, the user must apply the provisions of this program on a project-by-project and/or case-by-case basis. ***Each project, no matter how small or large, that involves field***

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operations potentially exposing personnel to safety and health hazards, must incorporate various elements of this program into the project-specific or site-specific HASP.

As with any written program, the need for modifications and improvements will become apparent during its implementation. Each field exercise will generate a better understanding of the program needs and should serve as the basis for program improvement. Therefore, each person involved in field operations is responsible to provide feedback so as to refine the program to best meet the needs of its users. Feedback should be provided back to the division/department/office H2M Safety Committee representative. Comments will be compiled and evaluated to make future program improvements.

1.2 Purpose and Policy

H2M recognizes that loss control, both property and personnel, is an essential part of all company operations. This HASP is designed to provide rules and procedures that will allow personnel to perform their particular duties and activities safely and competently. This HASP is to be used by project managers as a management guide for project health and safety concerns and by project personnel to become more knowledgeable about their roles and responsibilities within each specific project or work assignment.

The objectives associated with the use and implementation of this manual are to:

- Provide a safe and healthful working environment;
- Minimize the risk of human and economic losses resulting from unnecessary and preventable accidents;
- Comply with all safety and health laws, rules and regulations;
- Effectively perform all tasks; and
- Satisfy project needs.

Success of the H2M Corporate Health and Safety Program requires cooperation between H2M management and each employee. H2M intends to provide the work place equipment, materials and training necessary for each employee to perform his/her duties safely. This includes proper training in the selection and use of personal protective equipment (PPE) as further discussed in Section 6.0. Each employee is expected to accept the responsibilities to properly use all

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materials provided, to follow work procedures and rules, and to aid management in identifying and correcting unsafe conditions.

H2M accepts its responsibility for the safety of its personnel and recognizes the many humanitarian and economic reasons for keeping accidents to an absolute minimum. The management of H2M is prepared to take any and all steps necessary to ensure the safety of all employees. This includes taking appropriate corrective actions with those who fail to use the proper procedures and equipment when working with hazardous materials.

1.3 Health and Safety Program Elements

H2M's corporate Health and Safety Program has been developed to address four fundamental elements for protecting the health and safety of its employees. These elements include:

1. A management system to establish and monitor procedures and policies.
2. A training program involving initial and refresher training to educate and enable employees to perform their duties with minimal risk to health and safety.
3. For select employees and, at a minimum,, employees with the potential for using respiratory protection, a medical surveillance program involving an initial physical and annual follow-up physicals to monitor employee health and to detect any adverse reactions or conditions associated with hazardous activities.
4. Project-specific Health and Safety Plans (HASPs) defining site hazards and establishing procedures to mitigate or minimize those hazards.

This manual addresses all four elements of H2M's corporate Health and Safety Program.

2.0 ORGANIZATION AND PLANNING

2.1 Senior Level Management

Responsibility for the development and administration of H2M's Health and Safety Program, as well as other factors affecting compliance, has been assigned to one individual. This individual is defined as the Corporate Health and Safety Officer (CHSO). Central authority is necessary to

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ensure consistent coordination and direction. This individual may in turn solicit the assistance of certain individuals from within the organization to follow through on various tasks within the Program.

The CHSO must have the support of senior management, as both financial and administrative assistance is required. In addition, regular review and evaluation of the Program itself is required to ensure its continued effectiveness.

The structure of responsibility within the Health and Safety Program is not unlike H2M's corporate and project responsibility structure. The CHSO, assuming overall administrative responsibility for the Program is directly responsible to H2M's Executive Board. All work performed, which requires adherence to the Health and Safety Program, is ultimately conducted under the direction of an H2M Project Director with support from H2M's Safety Team comprising the CHSO as well as the Office, Division or Department safety representative. Project Managers and Engineers/Scientists report to the Project Director and Project Manager, respectively, as does responsibility under the Health and Safety Program.

Specific responsibilities of senior level management include:

- Defining corporate Health and Safety Program objectives, allocating resources, determining chain of command and conducting periodic evaluation of the Program.
- Reviewing site-specific Health and Safety Plans (HASPs).
- Coordinating non-site related safety activities (e.g., annual physicals, refresher training courses).
- Supporting efforts of project managers.
- Providing appropriate disciplinary action when unsafe acts or practices occur.

2.1.1 Project Manager

The Project Manager, reporting to the Project Director, is responsible for all aspects of a given project, including health and safety provisions. The Project Manager has the authority to direct field operations and to assume total control over all site related activities. Specific responsibilities include:

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- Preparing site-specific Work Plans.
- Obtaining permission for site access and coordinating activities with the appropriate regulatory agencies.
- Briefing the field team(s) on their specific assignments.
- Working with the Site Health and Safety Officer, ensuring that health and safety requirements are met.
- Serving as liaison with the client and/or regulatory agencies.

2.1.2 Project Health and Safety Officer

Depending on the size of a particular project, an individual other than the Project Manager may assume the responsibilities of the Project Health and Safety Officer (PHSO). This may include the Office, Division or Department safety representative. Alternatively, the Project Manager assumes these responsibilities. Such responsibilities include:

- Identifying the types of hazardous materials that may be encountered on-site and the potential for worker exposures.
- Conducting a job hazard analysis.
- Establishing appropriate decontamination procedures for the specific type(s) of exposure.
- Preparing site-specific Health and Safety Plans (HASP).
- Obtaining any special equipment or materials necessary to mitigate a site-specific exposure.

2.2 On-Site Personnel

On-site personnel may include the Site Health and Safety Officer (SHSO), Field Team Leader and Field Team Members. In some instances, the Field Team Leader may also take on the role of SHSO. The following subsections describe the responsibilities of the on-site personnel as relate to health and safety.

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2.2.1 Site Health and Safety Officer

The Site Health and Safety Officer (SHSO) reports to the Project Health and Safety Officer (who may be the Office, Division or Department safety representative or the Project Manager) and has complete authority in directing and modifying site health and safety activities. The SHSO typically had the authority to stop work if in his/her opinion an operation or condition at a site threatens the work team or public health and safety. At this time, H2M empowers all employees with stop work authority should a condition exist that may adversely affect the health and safety of site personnel, the public or the environment.

In general, the responsibilities of the SHSO include:

- Conducting on-site tailgate safety briefings at the start of each work day.
- Selection and modification (upgrade or downgrade) of protective clothing and equipment based on guidance provided within a site-specific Health and Safety Plan (HASP).
- Periodic inspection of protective clothing and equipment to determine their condition and usability and to ensure that personnel are using the equipment properly.
- Enforcement of site control procedures.
- Monitoring on-site hazards and conditions.
- Monitoring work parties for signs of stress (e.g., cold exposure, heat stress, and fatigue).
- Notification and coordination with local emergency responders (i.e., police, fire, ambulance) in the event of an emergency.
- Ensuring that site-specific health and safety procedures are being followed.

2.2.2 Field Team Leader

Depending on the size and scope of a particular work assignment, an individual other than the Site Health and Safety Officer (SHSO) may assume the responsibilities of the Field Team Leader. Otherwise, the SHSO assumes these responsibilities. Such responsibilities include:

- Day to day management of all field investigation/operation activities;
 - Execution of the Work Plan;
 - Coordination with the SHSO in determining the appropriate level of personal protection;
- and,

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- Documentation of field activities.

2.2.3 Field Team Member

Depending on the particular field activities being conducted, field team members may include engineers, geologists, hydrogeologists, drillers, surveyors, environmental technicians or other specialty personnel. Members of the field team are responsible for understanding the objectives and specific protocols of both the site-specific Work Plan and HASP. Field team members are responsible for complying with these procedures and protocols and for bringing to the attention of the SHSO any hazardous conditions he or she encounters or otherwise becomes aware of. Field team members can also recommend stopping work should a condition exist that may adversely affect the health and safety of site personnel, the public or the environment.

2.3 Project Planning

Site-specific project plans, including Work Plans (WPs), Quality Assurance Project Plans (QAPPs), Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs) and Health and Safety Plans (HASPs) are developed to provide guidance on the overall project objectives and field work activities, ensure a high level of quality and to protect the health and safety of site workers.

A site-specific Health and Safety Plan (HASP) should be developed for all projects where site workers may be exposed to hazardous substances or subject to potential injury. The development of a HASP requires an evaluation of the potential hazards associated with the site and/or the proposed work activities (job hazard analysis), possible engineering controls and personal protective equipment. The degree of effort associated with developing a HASP will generally be proportional to the potential site hazards and the type of work activities being considered.

A site-specific HASP can be developed in one of two formats. On smaller projects where the proposed work activities are limited and potential hazards are minimal, a checklist HASP may be used. Otherwise a fully developed HASP should be prepared. Each HASP format should contain the same information, though the manner in which the information is presented and the time required to develop the HASP will vary.

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Once a site-specific HASP has been developed, each member of the project team will be provided a copy and be required to be thoroughly familiar with its contents and objectives. At least one copy of the HASP will be available on-site in the field. Subcontractors working at the site (e.g., drillers, surveyors, etc.) should also be provided with a copy of the HASP. H2M subcontractors may be given the option of using and abiding by H2M's HASP or preparing their own HASP that is at least as stringent as H2M's.

2.3.1 Checklist HASP

A checklist HASP consists of several pre-printed forms to be completed by the Project Health and Safety Officer or Project Manager. Information to be included in the checklist forms include a general description of the site and proposed work activities, a location map, route to hospital map and site plan, waste types and characteristics, types of anticipated or potential hazards, hazardous materials characteristics, permissible exposure limits, anticipated level of protection and personal protection equipment, monitoring instruments to be utilized decontamination procedures and emergency contacts. The checklist HASP forms are subject to periodic review and modification by H2M's Corporate Health and Safety Officer. Copies of the pre-printed checklist HASP forms are provided in Appendix A.

2.3.2 Fully Developed HASP

A fully developed HASP is prepared uniquely on a project specific basis. As opposed to the checklist form HASP, the fully developed HASP warrants detailed discussions of the proposed site operations (i.e., work activities), engineering controls, means and methods of personnel protection, as well as the roles and responsibilities of the various project personnel. Each site-specific HASP should be tailored to the site conditions, the types of contaminants present and proposed work activities.

The HASP should be prepared by the Project Health and Safety Officer and reviewed by the Project Manager for implementation. Both its form and content are subject to periodic review and approval by H2M's Corporate Health and Safety Officer.

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Elements of a fully developed HASP can be presented as two discrete sections, namely, Action and Prevention Plan, and Emergency Response and Contingency Plan. The first part of the HASP (Actions and Prevention) addresses the work activities to be conducted, the hazards associated with those work activities, and the means to minimize, monitor and otherwise control those hazards. A relationship between the project needs and health and safety needs is developed.

Action and Prevention: This portion of the HASP is essentially an extension of the project Work Plan since it specifies particular protocols to be followed for completing the work in a manner that protects worker health and safety. Further, it should establish the logic associated with the decision-making process relative to site-specific conditions. Again, the HASP must be tailored to the specifics associated with the particular site. At a minimum, the HASP should include the following:

- Description of the project objectives and proposed work activities.
- Designation of key individuals and description of their responsibilities.
- Define the known and potential hazards associated with the site and with the proposed work activities.
- Describe the actions to be taken to minimize hazards (e.g., engineering controls, mitigating measures).
- Describe the personal protective equipment selection and rationale.
- Describe site air monitoring program, including action levels for upgrading PPE and/or stopping work.
- Describe site control measures.
- Define personnel and equipment decontamination procedures.

Emergency Response and Contingencies: The second portion of a HASP addresses the planning and preparedness for unexpected but possible emergencies. This portion of the HASP is a necessary element of field safety in that it establishes protocols to follow in the event of an unexpected emergency. Should an emergency arise, the need to react quickly and decisively warrants pre-established procedures and protocols. An outline of the information that should be included within this portion of the HASP is as follows:

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- Pre-emergency planning.
- Personnel roles and responsibilities.
- Emergency recognition.
- Site security and control.
- Evacuation routes and procedures.
- Emergency medical treatment and first aid.
- Emergency alerting and response procedures.
- Route to hospital map.

3.0 HAZARDS

Specific site hazards will depend upon the nature of a particular site and the work activities being conducted. Hazards may be present at construction sites, spill sites, sites undergoing environmental investigation and/or remediation, or uncontrolled hazardous waste sites. Working at uncontrolled hazardous wastes sites often has the greatest potential for worker exposure to health and safety conditions, any one of which could result in an injury. In general, site hazards may include but not necessarily be limited to chemical exposure, fires or explosions, oxygen deficient atmospheres, ionizing radiation, biological hazards, general safety hazards (slip, trip and fall), electrical hazards, heat stress, cold exposure and/or noise. In preparing a project-specific HASP, consideration should be given to hazards that may not be immediately obvious or identifiable. In addition, hazards may vary according to the location within a site, the particular activity being conducted and may change as work activities progress.

3.1 Chemical Exposure

Field sites may contain a variety of chemical substances in solid, liquid or gaseous forms. In addition, chemicals and hazardous substances may also be brought to a site for use during investigation and remediation activities (e.g., gasoline, diesel fuel, acids and solvents). These substances can enter the body by inhalation, ingestion, skin absorption or injection (puncture wound). Chemical exposures are divided into two categories, acute and chronic. Symptoms resulting from acute exposures usually occur during or shortly after the exposure. The contaminant concentration necessary to result in an acute effect varies significantly depending on

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the particular chemical substance. Chronic exposures are generally repeated exposures to low contaminant concentrations over a long period of time. The contaminant concentration necessary to produce symptoms of chronic exposure will depend upon the specific chemical, the duration of an exposure and the number or frequency of the exposures.

The toxic effect of an acute or chronic exposure may be temporary and reversible or permanent. Some chemical exposures cause obvious symptoms such as burning, coughing, nausea, tearing eyes or rashes. Other chemical exposures may cause health damage without exhibiting obvious symptoms. This is a particular concern for chronic exposures to low contaminant concentrations. Some toxic chemicals may be colorless and/or odorless, may dull the sense of smell, or may not produce an immediate or obvious symptom. Accordingly, a worker's senses or feelings cannot be relied upon in all cases to warn of a potential toxic exposure.

The effects of an exposure will depend on the specific chemical substance, its concentration, the route of exposure, and duration of exposure. The effects may also be influenced by personal factors including smoking habits, alcohol consumption, use of medication(s), nutrition, age and sex.

Chemical exposures by inhalation of gases, vapors, mists and/or particulates are a general concern at most hazardous waste sites. The lungs are extremely vulnerable to chemical agents. Even substances that do not directly affect the lungs may pass through the lung tissue into the bloodstream and be transported to other vulnerable parts of the body. Therefore, respiratory protection (see Section 6) is extremely important whenever there is a potential of an inhalation exposure. In some instances, field instruments may be capable of detecting and monitoring gases and vapors (see Section 5).

Direct contact of the skin and eyes by a hazardous substance is another common route of exposure. Some chemicals can injure the skin directly while others pass through the skin into the bloodstream and are transported to vulnerable organs. While chemically resistant clothing and eye protection will minimize the potential for exposure (see Section 6), the most effective method of protection is to minimize direct contact with hazardous substances.

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Although chemical exposure by ingestion is the most unlikely route of exposure at a hazardous waste site, workers must be aware of the potential. Precautionary measures such as the banning of eating, drinking and smoking on-site, and basic hygiene (washing hands) will minimize the potential for ingestion exposures.

3.2 Fire and Explosion

A number of conditions at hazardous waste sites may pose a potential for fire and/or explosive hazards. Causes of fires or explosions may include:

- Chemical reactions.
- Ignition of explosive or flammable chemicals.
- Ignition of materials due to enriched oxygen atmospheres.
- Agitation of shock sensitive or friction sensitive compounds.
- A sudden release of materials under pressure.

Although explosions or fires may be initiated spontaneously, they are more commonly caused by mixing incompatible chemicals or by introducing an ignition source (e.g., spark, open flame, etc.) into an explosive atmosphere. To protect against fire and explosive hazards, field instruments should be used to monitor sites and work areas for explosive atmospheres (see Section 5). Potential sources of ignition should be kept out of any area where there is a potential for explosive atmospheres. Explosion proof equipment and intrinsically safe instruments should be utilized. Lower and Upper Explosive Limits (LEL/UEL) for typical flammable gasses and vapors are provided in Appendix B.

3.3 Oxygen Deficiency

The normal oxygen content in the air is roughly 21 percent (at sea level). Oxygen concentrations of less than 16 percent can result in nausea and vomiting, brain damage, heart damage, unconsciousness and death. Initial symptoms of oxygen deficiency include impaired attention, judgement and concentration, and increased breathing and heart rate.

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Oxygen deficiency can be caused by the displacement of oxygen by another gas (toxic or non-toxic) or the consumption of oxygen by a chemical reaction. Confined spaces and low lying areas are most susceptible to oxygen deficiency. Field instruments should be used to monitor oxygen levels before entering a work area. Oxygen concentrations of less than **19.5%** as measured by a field monitoring instrument are considered to be oxygen deficient.

3.4 Ionizing Radiation

Radioactive materials may emit alpha, beta and/or gamma radiation. Alpha radiation has limited penetrating ability and is usually stopped by clothing and the outer layers of the skin. While alpha radiation poses little threat outside the body, it can be hazardous if materials that emit alpha radiation are inhaled or ingested. Beta radiation can cause harmful burns to the skin and damage the subsurface blood system, and can also be harmful if materials that emit beta radiation are inhaled or ingested.

Gamma radiation will easily pass through clothing and human tissue and can cause serious permanent damage to the body. Although chemical resistant clothing affords no protection against gamma radiation itself, the use of protective clothing and air purifying respirators can help keep radiation emitting materials from entering the body via inhalation, ingestion or skin absorption.

Ionizing radiation hazards might include radioactive materials from industry, laboratories and/or hospital wastes. Landfills and disposal sites used by hospitals, universities and research facilities have the greatest likelihood containing radioactive materials. Field instruments should be used to carefully screen a site or particular work area for evidence of radiation (see Section 5).

The ALARA principle (As Low As Reasonably Achievable) is followed for minimizing any potential radiation exposure utilizing Time – Distance – Shielding. The effect of ionizing radiation can be minimized by controlling/limiting the duration of the exposure, the distance from the exposure and utilizing radiation shielding, where appropriate, specific to the type of ionizing radiation.

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The longer the exposure, the greater the absorbed dose, and the greater the potential for injury. Background radiation levels vary between 0.01 and 0.05 millirem per hour (mR/hr). Action levels for radiation exposure at hazardous waste sites are typically set at 1.0 mR/hr.

3.5 Biological Hazards

Landfills and disposal sites used by hospitals may have wastes containing disease causing organisms that could potentially infect site workers. As with chemical hazards, biological agents may be present in liquids and solids or become airborne in mists or dusts.

Other biological hazards that may be encountered at hazardous waste sites include insects, animals and poisonous plants. Protective clothing, respiratory protection and proper hygiene can minimize the potential for exposures to biological hazards.

3.6 General Safety Hazards

Field sites may contain a variety of general safety (slip, trip and fall) hazards. These may include slippery surfaces, holes/ditches, sharp objects, steep grades or unstable surfaces. In addition, the work activities being conducted at a site may introduce additional safety hazards (drill rigs, heavy construction equipment, etc.). Safety boots and hard hats can protect workers from some but not all potential safety hazards. Site workers must always be aware of their surroundings and the activities being conducted. Personnel must also be aware that certain personal protective equipment can impair a worker's agility, vision and/or hearing, and may result in an increased risk of accident.

3.7 Electrical Hazards

Overhead and buried electric power lines pose a serious danger of shock or electrocution. Before any drilling or other intrusive investigation or remedial activity is conducted, an inspection for overhead utilities and a utility mark-out for below grade utilities must be conducted. Electrical equipment used during site operations should be equipped with ground-fault interrupters and water-tight corrosion-resistant electric cables.

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Lightning is another electrical hazard when conducting outdoor operations. Weather conditions should be monitored and all operations suspended whenever an electrical storm approaches a site.

3.8 Heat Stress

Heat stress is a potential hazard, particularly in the warmer summer months and especially when site workers are wearing protective clothing. Depending upon the ambient conditions, heat stress can occur very rapidly, within as little as 15-minuttes. Symptoms of heat stress can vary and depend on severity:

- Heat exhaustion: is characterized by extreme weakness, fatigue, dizziness, nausea and headache. The skin is clammy and moist; perspiration is profuse; and body temperature is normal or may be slightly above normal. Treatment for heat exhaustion should include resting in a cool environment and replacement of lost body water and electrolytes.
- Heat stroke: is a more serious and potentially fatal condition characterized by very hot and dry skin; no perspiration and a strong and rapid pulse. Nausea, dizziness and confusion are followed rapidly by unconsciousness and convulsions. Unless the body is cooled, brain damage or death can occur. Body heat should be reduced by moving the effected worker to a cool environment, and artificially cooling the body with cool water or cool-packs. Heat stroke should be considered a medical emergency, and medical attention should be obtained immediately.

3.9 Cold Exposure

Cold injury (frostbite and hypothermia) and impaired abilities are potential hazards when working at low temperatures and when outdoor wind chill factors contribute to the cold.

Hypothermia: is the lowering of the body's internal or core temperature. Symptoms of hypothermia include shivering, followed by numbness, drowsiness, weakness and progressive loss of coordination.

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Frostbite: or localized cooling of the body is the most common injury resulting from exposure to cold. Affected areas are usually the feet, hands, nose and ears. Numbness is the first sign of frostbite. The affected areas remain soft to the touch but become reddened and the waxy-white; pain is felt initially but then subsides. Deep frostbite occurs when the skin and underlying tissues freeze and ice crystals form; the surface of the skin becomes hard to the touch and turns mottled white or gray.

Wind chill is a significant factor in frostbite and hypothermia. Unprotected skin may freeze within one minute when exposed to wind chill temperatures at and below minus 25 degrees Fahrenheit (°F). At wind chill temperatures above -25 °F, there is little hazard of rapid freezing, but a greater hazard of eventual hypothermia over time. The relationship between actual temperature, wind velocity and wind chill temperatures is shown in Table 3.1 below.

Table 3.1. Wind Chill Factors

Wind Speed (mph)	Actual Temperature							
	40°F	30°F	20°F	10°F	0°F	-10°F	-20°F	-30°F
	Equivalent Wind Chill Temperature							
Calm	40°F	30°F	20°F	10°F	0°F	-10°F	-20°F	-30°F
5	37°F	27°F	16°F	6°F	-5°F	-15°F	-26°F	-36°F
10	28°F	16°F	4°F	-9°F	-24°F	-33°F	-46°F	-58°F
15	22°F	9°F	-5°F	-18°F	-32°F	-45°F	-58°F	-72°F
20	18°F	4°F	-10°F	-25°F	-39°F	-53°F	-67°F	-82°F
25	16°F	0°F	-15°F	-29°F	-44°F	-59°F	-74°F	-88°F
30	13°F	-2°F	-18°F	-33°F	-48°F	-63°F	-79°F	-94°F
35	11°F	-4°F	-20°F	-35°F	-51°F	-67°F	-82°F	-98°F

To minimize the potential for hypothermia and frostbite, site workers should wear appropriate clothing, have a place of warm shelter available, and carefully schedule work and rest periods. The SHSO should monitor workers' physical conditions for signs of cold stress.

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3.10 Noise

Construction sites or investigation and/or remediation activities at field sites often involve the use of large equipment (e.g., drill rigs, jack-hammers, backhoes, bulldozers, etc.) that emit excessive levels of noise. Noise can become a hazard when it interferes with normal communication between workers. Excessive noise can also cause physical damage to the ear that could result in temporary or permanent hearing loss.

The effect of noise on the hearing system depends on the amount and type of noise as well as the duration of the exposure. The three general classes of noise include continuous noise, intermittent noise and impact noise. Loudness and frequency will affect one's perception of noise. Higher frequency noise has a greater potential for causing hearing loss. The intensity or loudness of noise is measured in decibels (dB). Quiet conversation measures about 40 to 50 dB; heavy equipment 85 to 90 dB; a jackhammer produces 100 to 120 dB.

The American Conference of Governmental Industrial Hygienists (ACGIH) has developed guidelines to prevent occupational hearing loss. Whenever continuous or intermittent noise exposures equal or exceed 85 dB per 8-hour day, recorded on a sound level meter on the A-weighted scale (dBA), employers must implement a hearing conservation program. If engineering controls cannot reduce the sound levels to acceptable limits, workers should use hearing protection such as ear plugs or ear muffs.

Workers may be exposed to higher noise levels if the time of the exposure is shortened. ACGIH time limits for shorter intervals are listed in Table 3.2.

Table 3.2. Threshold Limit Values for Noise

Exposure (hours per day)	Sound Level (dBA)
16	80
8	85
4	90
2	95

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1	100
0.5	105
0.25	110
0.125	115

4.0 SITE CHARACTERIZATION

The first step in preparing a site-specific or project-specific Health and Safety Plan (HASP) will involve an initial site characterization. Initial site characterization provides the information necessary to identify potential site hazards. This information is then used to select the appropriate level of personal protection necessary to accomplish the project objectives. The more accurate and detailed the site characterization information, the better the protective measures can be tailored to the actual site hazards. Site characterization typically involves three phases, namely, a records research, an initial site inspection and a hazard assessment.

4.1 Records Research

During the initial phase of a site characterization, typically done during environmental investigations, available reports, documents, maps, plans and surveys are reviewed. These may be provided by a site owner or operator, and/or obtained from Federal, State and local environmental regulatory agencies. Particular attention should be given to identifying any potential or suspected site conditions that might pose inhalation hazards that are immediately dangerous to life or health (IDLH). This phase may also include interviews with existing or former site owner/operators.

Information to be obtained during the records research should include:

- Site plan or survey identifying property boundaries, buildings and structures.
- A site history describing the type(s) of operations conducted and when they were conducted.
- A list of chemicals and/or waste products that was used and/or generated.
- Locations where waste disposal has been documented or suspected.

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- Locations of above grade and below grade chemical and/or waste storage tanks, and portable container (e.g., drum) storage areas.
- Geologic and hydrogeologic data, including predominant soil types, depth to groundwater and groundwater flow direction.

4.2 Initial Site Inspection

The second phase of a site characterization during an environmental-related project is an initial site reconnaissance, with the objective of confirming and adding upon information obtained during the records search. Information obtained from the records search should be used to establish the appropriate level of personal protection to be used during the initial site inspection. If no background information or data is available, or the available data is suspect, the initial inspection of suspected contaminated sites should be conducted in Level B personal protection (see Section 6).

Real-time, direct-reading air monitoring instruments such as photoionization detectors (PIDs), flame ionization detectors (FIDs), oxygen meters (OMs), combustible gas indicators (CGIs) and radiation dosimeters should be used to screen ambient air for evidence of potential inhalation hazards. Depending upon the size and configuration of a particular site, the initial inspection may start with a perimeter reconnaissance. In either case, air monitoring should be initiated and proceed from an upwind location.

During the initial site inspection, the following conditions should be examined and noted:

- Types of chemical waste storage facilities present at the site (e.g., tanks, drums, gas cylinders, waste pits, ponds or lagoons).
- Condition of waste containers (undamaged, rusted/corroded, bulging, leaking) and any container markings or labeling.
- Physical state/condition of waste materials (gas, liquid or solid).
- Potential wind barriers (buildings, tanks, topography, etc.).
- Potential contaminant migration pathways (air, groundwater, surface water).

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- Indicators of potential site contamination (stained/discolored soils, dead or distressed vegetation, disturbed soils).
- Safety hazards (unstable buildings or structures, restricted entry and exits).

4.3 Hazard Assessment

Using the information gathered during the records search and initial site inspection, a hazard assessment is conducted. The assessment determines the hazard or level of hazard associated with the chemicals at the site. In conducting the hazard assessment, the following information should be considered:

- The specific types of chemical substances present at a site;
- Where the chemicals substances are located (tanks, drums, lagoons);
- What environmental media has been contaminated by the chemicals (soil, surface water, groundwater, air);
- What concentration of the chemical substance may be present in the various environmental media; and,
- The investigative and/or remedial activities to be conducted.

Hazard assessments are conducted using information from standard reference sources on chemical characteristics and permissible exposure limits. In addition to Safety Data Sheets (SDSs) issued by chemical manufacturers, the following sources of information on chemicals properties should be used to assess chemical specific hazards, toxicity and permissible exposure limits:

- Merck Index, 15th Edition
Merck and Co., Inc., Rahway, New Jersey
- Sax's Dangerous Properties of Industrial Materials, 12th Edition
Richard J. Lewis, Sr., Van Nostrand Reinhold, New York
- Fire Protection Guide to Hazardous Materials, 13th Edition
National Fire Protection Association (NFPA), Quincy Massachusetts
- Threshold Limit Values and Biological Exposure Indices, Annual

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American Conference of Governmental Industrial Hygienists (ACGIH), Cincinnati, Ohio

- NIOSH Pocket Guide to Chemical Hazards
U.S. Government Printing Office, Washington DC

5.0 AIR MONITORING

Airborne contaminants, whether gases, vapors, mists or particulates, can pose a significant threat to worker health and safety. Accordingly, air monitoring to identify and quantify these air contaminants is an essential component of any environmental site investigation or remediation project. Air monitoring is conducted to:

- Select appropriate personal protective equipment (PPE);
- Delineate areas where PPE is required;
- Assess potential health effects of exposure; and,
- Determine the need for specific medical monitoring.

Air monitoring must be conducted during initial site reconnaissance activities, when working in areas where potentially hazardous concentrations of air contaminants have been previously documented, when beginning work in a new area of a site, and when a different type of contaminant is encountered. Depending on the specific air contaminants and concentrations, air monitoring may be performed continuously or periodically over the course of a day.

Air monitoring may be conducted using real-time, direct reading instruments by the use of colorimetric detector tubes or by sample collection and laboratory analysis. Each method has its advantages and limitations.

5.1 Air Monitoring Instruments

Direct-reading instruments may be used to rapidly detect flammable or explosive atmospheres, oxygen deficient atmospheres, certain gases and vapors (e.g., volatile organic compounds, carbon monoxide, carbon dioxide, hydrogen sulfide) and ionizing radiation. All direct reading instruments have inherent limitations in their ability to detect hazards:

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- They usually detect and/or measure specific classes of chemicals (e.g., volatile organic compounds, combustibles).
- They are typically not designed to detect air contaminants at concentrations less than one part per million (ppm).
- May give false readings due to interference from non-targeted contaminants.

Some general rules to remember when using air monitoring instruments to screen for hazards:

- Absence of evidence is not evidence of absence. The lack of an instrument reading or needle deflection does not necessarily mean that the contaminant or hazard is not present. The instrument being used may not be capable of detecting the type or concentration of contaminants.
- Never assume that only one hazard is present. Do not focus only on what is perceived to be the primary site hazard. As an example, when evaluating confined spaces for the presence of known or suspected toxic gases, also check for oxygen deficient atmospheres.
- Use one instrument to confirm another. Depending upon the specific contaminants of concern and their concentrations, a PID, FID and CGI may all be capable of detection and quantification.

To be used effectively, direct-reading air monitoring instruments must be operated by qualified personnel trained in their operation and familiar with their capabilities and limitations. A brief description of the more common air monitoring instruments, their capabilities and limitation is provided below:

5.1.1 Photoionization Detectors

Photoionization detectors (PIDs) are used as general survey instruments to detect low concentrations of organic gases and vapors, but are also capable of detecting some inorganic materials. Depending upon the specific chemical of concern, a PID operates with UV lamps with capacities of 9.5, 10.2, 10.7 or 11.7 electron volts (ev).

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Limitations: PIDs will not detect organic compounds with ionization potentials greater than the instrument's UV lamp. PID responses are relative to the instrument's calibration gas, typically benzene or isobutylene. PIDs do not detect methane and high humidity levels affect their response. PID's with UV lamps with higher eV ratings are typically more shock sensitive and must be handled with care.

5.1.2 Flame Ionization Detectors

Flame ionization detectors (FIDs) are used as general survey instruments to detect low concentrations of organic gases and vapors. FIDs use methane as a calibration gas, and are similar to PIDs in that the meter reading is based upon the ionization of contaminants in the air. However, FIDs create ions by burning the chemical contaminants in a hydrogen-fed flame. As a result, FIDs are capable of detecting a broader range of organic vapors and gases, including methane, and are not affected by humidity levels.

Limitations: FIDs do not detect inorganic gases and vapors. As with PIDs, FID responses are relative to the instrument's calibration gas (methane). Because FIDs use a hydrogen fed flame to operate, the instruments do not operate well in oxygen deficient atmospheres. FIDs should not be used when the ambient temperature is below 40°F.

5.1.3 Combustible Gas Indicators

Combustible gas indicators (CGIs) are used to test atmospheres that may contain a sufficient level of combustible gases or vapors to produce and explosion or support combustion. Most CGIs respond in terms of the lower explosive limit (LEL), which is the lowest concentration by volume in air that will explode or flash in the presence of an ignition source (spark, flame).

Limitations: As with PIDs and FIDs, all CGI readings are relative to a calibration gas (usually methane, pentane or hexane). Some gases and vapors release more heat that the calibration gas. When these hot burning gases are present, the %LEL reading will be higher than the actual concentration present. Similarly, when cool burning gases (those that release less heat that the calibration gas) are present, the reading will be less than the actual %LEL. Manufacturer supplied response curves or conversion factors must be used to correct for gases other than the

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instrument calibration gas. Because CGIs do not provide accurate readings in oxygen deficient atmospheres, oxygen levels should be measured with an oxygen meter before using the CGI.

5.1.4 Toxic Gas Sensors (Multi-Gas Meters)

Using compound specific electrochemical sensors, toxic gas sensors measure the concentration of specific toxic gases, such as carbon monoxide (CO) and hydrogen sulfide (H₂S). A combination meter or multi-gas meter has multiple sensors to detect more than one particular gas or hazard (e.g., CO, CO₂, O₂).

Limitations: Electrochemical sensors use either an acidic or alkaline electrolyte solution, and as such can be affected by materials that neutralized the solution. Interfering gases with the same molecular size of chemical reactivity can produce false-positive readings. Other interfering gases may inhibit meter response and produce false-negative readings. Instrument manufacturers typically provide a list of common interfering gases for each chemical-specific sensor.

5.1.5 Radiation Survey Meters

Radiation survey meters can be divided into four basic types. Geiger-Mueller or GM counters are easy to operate, fairly reliable instruments used to measure gamma and beta radiation. Ion detectors or ionization chamber detectors measure gamma rays and beta particles. Scintillation detectors are extremely sensitive instruments used for detecting very low levels of gamma radiation. Radiation dosimeters are small detectors, which measure the total radiation dose received over a period of time. GM counters and scintillation detectors are the more common instruments used in conducting radiation surveys.

Limitations: Some radiation detectors require periodic calibration by the instrument manufacturer. Data interpretation should be performed by experienced personnel.

5.2 Colorimetric Detector Tubes

A detector tube is a sealed glass tube containing an inert material impregnated with or mixed with one or more reagents, which change color when exposed to a specific air contaminant or class of

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contaminants. The length of color change along the tube or the intensity of the change is proportional to the contaminant concentration.

Detector tubes operate by passing a fixed volume of air through the glass tube and across the reagent media. Air is pushed through the tube by means of a bellows, bulb or piston. Most all detector tubes are clearly marked with an arrow indicating the direction of airflow. The amount of air passed through the detector tube is a function of the type of detector tube and the manufacturer.

Detector tubes are capable of detecting a wide variety of organic and inorganic compounds. Limitations include potential interference from non-targeted compounds, accuracy deviations of as much as plus or minus 35 percent, and enhanced or inhibited readings caused by water vapor or high humidity levels.

5.3 Laboratory Analysis

In instances where direct-reading instruments and detector tubes are unable to detect a particular contaminant of concern, or the required detection limit is less than the instrument or detector tube capability, sample collection followed by laboratory analysis will become necessary. Analytical laboratories are capable of detecting a wide variety of organic and inorganic compounds. Depending upon the particular contaminant of concern, laboratory detection limits can be as low as 0.1 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$).

Air sampling methods typically involve collecting a volume of air (Tedlar® bags, vacuum canisters) for direct analysis or capturing the contaminant by passing a known volume of air through a collection device. Depending upon the contaminant of concern, the collection device (trap) may be a silica gel tube, glass fiber filter, mixed cellulose ester filter, charcoal tube or wet impinger.

Limitations: The obvious limitation to collecting and analyzing air samples at a laboratory is the time lag between sample collection and reporting results.

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6.0 PERSONAL PROTECTIVE EQUIPMENT

The selection and use of personal protective equipment (PPE) is critical to the health and safety of workers especially at hazardous waste sites. PPE is used to decrease potential exposures to chemical hazards and shield against physical hazards. It should be understood that no single combination of PPE is capable of protecting against all hazards. Accordingly, PPE should be used in conjunction with other protective measures such as safe work practices and engineering controls to minimize potential exposures and safety hazards. All H2M employees and H2M subcontractors/subconsultants are trained in the selection, use and care of PPE. This includes maintaining all PPE in a sanitary/clean condition. The H2M Project Manager is responsible for confirming that H2M personnel working on site have received the necessary task and PPE training prior to working on the site. All PPE must be of the proper size and fit for the employee.

Site-specific Health and Safety Plans (HASPs) may be prepared for some projects that further detail planned field work, site activities, duration, risks and mitigating measures. In these cases, a hazard assessment is performed with risk ranking and identification of required PPE. For any project, with basic PPE or a more complex field project with a site-specific HASP, a change in work scope may necessitate a re-evaluation of the hazard assessment and PPE selection. This can be initiated by the employee or the H2M Project Manager. Changes in work scope or required PPE may also necessitate retraining.

6.1 EPA Levels of Personal Protection

There are various levels of protection designed to protect workers against potential exposures. By EPA definition, the levels of protection range from Level A, which affords the most protection, to Level D, the least protective. Table 6.1 provides a list of the personal protective equipment (PPE) available for use by H2M personnel.

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Table 6.1. Personal Protective Equipment

Body Part Protected	Clothing Type or Accessory
Head	Hard Hat
Ears	Ear Muffs Ear Plugs
Eyes and Face	Safety Goggles Safety Glasses Face Shields
Respiratory	Full Face Respirators Powered Air-Purifying Respirators Self-Contained Breathing Apparatus
Body	Tyvek® Coveralls, Uncoated Tyvek® Coveralls, Polyethylene Coated
Hands	Nitrile Unlined Gloves Cotton Glove Liners Leather Outer Gloves
Feet	Leather Boots w/Steel Toe/Shank Chemical Resistant Over-boots

6.1.1 Level A Protection

Level A PPE is the highest level of personal protection and includes a one-piece, gas/vapor tight, fully encapsulating chemical resistant suit. Respiratory protection includes a full-face, positive pressure respirator consisting of a self contained breathing apparatus (SCBA) or airline with an escape SCBA having no less than a five-minute air cylinder. In Level A PPE, the respiratory protection is worn within the fully encapsulating chemical resistant suit. Optional equipment may include: hard hat, ear protection, safety boots, inner chemical resistant gloves, disposable outer gloves and over boots, long cotton underwear (cold weather), and an internal cooling unit (hot weather).

The following criteria may warrant the use of Level A PPE:

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- Hazardous materials are known to be present at concentrations that require the use of the highest level of protections (i.e., when inhalation or skin contact with a hazardous material may result in an exposure that is immediately dangerous to life or health (IDLH)).
- Working atmosphere containing less than 19.5% oxygen.
- Site activities are such that there is a high potential for splash, immersion or exposure to chemicals known to pose a skin contact hazard.
- Work activities are being conducted in confined or poorly ventilated areas and the type of contaminant and/or its concentration cannot be determined (i.e., monitored).
- Direct reading air monitoring instruments indicate high levels of unidentified gases or vapors.

6.1.2 Level B Protection

Level B personal protection requires the same respiratory protection as Level A, but less skin protection. Level B respiratory protection includes a full-face, positive pressure respirator consisting of a SCBA or airline with an escape SCBA having no less than a five-minute air cylinder. Unlike Level A, the respiratory protection is typically worn outside the chemical resistant clothing (CRC) and the CRC does not have to be vapor tight. Optional Level B PPE may include: a hard hat (with or without face shield), ear protection, safety boots, chemical resistant gloves, disposable chemical resistant outer gloves and boots covers and long cotton underwear (cold weather).

The following criteria may warrant the use of Level B PPE:

- The type of contaminants and their concentration require a high level of respiratory protection but less skin protection than Level A.
- Working atmosphere containing less than 19.5% oxygen.
- Unknown contaminants are present but are not suspected to pose skin contact hazards.

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6.1.3 Level C Protection

Level C protection is defined by the use of air-purifying respirators (APRs). Although Level C APRs can be either full-face or half-face, the EPA does not recognize the use of half-face respirators. When respiratory protection at a hazardous waste site is warranted, H2M allows only full-faced respirators to be used. Level C protection is required when the identity and concentration of contaminants are known, and the criteria for using APRs can be met. Optional Level C equipment may include: hearing protection, safety boots, disposable boot covers, chemical resistant clothing, inner and outer chemical resistant gloves, reflective vest and hard hat.

The following criteria may warrant the use of Level C PPE:

- Contaminants do not pose a skin exposure hazard.
Contaminants in the air are known and their concentrations will not exceed an IDLH.
- Contaminants have adequate warning properties (odor, taste or irritant effects are recognizable and persistent at concentrations below the recommended exposure limit).
Odor thresholds for the more common contaminants encountered at hazardous waste sites are provided in Appendix C.
- There is an APR cartridge or canister available for the contaminants. Typical cartridge breakthrough times for organic vapors are provided in Appendix D.
- Oxygen concentrations are not less than 19.5%.
- Site activities are such that they will not cause or result in increased contaminant concentrations.

6.1.4 Level D Protection

Level D PPE consists of typical field work clothing, which may include coveralls, safety boots, safety glasses or goggles, reflective vest and hard hat. Level D protection does not include any type of respiratory protection. Level D PPE is appropriate under the following conditions:

- The maximum concentration of the contaminants known to be present will not exceed permissible exposure limits.

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- Site activities will not involve the potential for unexpected inhalation or contact with hazardous levels of any chemicals.

6.2 Selection of PPE Levels

Selecting the appropriate level of PPE should be based on site specific data and information. As previously stated, all PPE must be of the proper size and fit for the employee. The employee must be trained in the proper selection, use and care of all PPE. PPE must also be maintained in a sanitary/clean condition. All defective PPE must be discarded.

At a minimum, H2M basic PPE for all H2M staff and H2M subconsultants/subcontractors at construction sites consists of the following:

Safety Glasses: with side-shields meeting the latest ANSI Z87.1 standard.

Safety-Toed Work Boots: minimum 6-inches high meeting ASTM F2412 and ASTM F2413 with impact and compression ratings of 75, and EH rating.

Hard Hat: Class G, NASI z89.1 (latest edition) compliant.

High-Visibility Vest: ANSI Class 3 yellow or orange.

In addition, general work clothes shall comprise coveralls, or long pants and long sleeves. Personnel on site during construction activity will also have hearing protection available including either ear muffs or ear plugs. Hearing protection with a minimum Noise reduction Rating (NRR) of 25 must be worn by H2M personnel and H2M subcontractors if standing within 15 feet of construction equipment. Since noise attenuation can be effective with distance, H2M personnel shall only be near operating heavy equipment and vehicles when necessary.

For projects sites requiring an evaluation of respiratory protection, known contaminant concentrations should be compared to Permissible Exposure Limits (PELs), Threshold Limit Values (TLVs), Recommended Exposure Limits (RELs) and Immediately Dangerous to Life and Health (IDLH) values. In addition to respiratory protection, other hazards such as lower and upper explosion limits (LELs and UELs), potential for splash, immersion and other dermal exposures, and the site activities to be conducted must be considered.

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Selecting the appropriate respiratory protection will be based on the following criteria:

- Site-specific contaminant(s) and concentration(s).
- Action levels (PELs, TLVs, RELs, IDLH).
- Ability for air monitoring instruments to detect the contaminant(s).
- Odor threshold(s).
- Availability of respirator cartridge(s).
- Respirator cartridge Maximum Use Limit (MUL).
- Respirator cartridge breakthrough time.

When dealing with known contaminants, the maximum action level should be set using the PEL, TLV, REL or IDLH, whichever is more stringent. If more than one contaminant is present, the action level should be set based on the more toxic of the contaminants (i.e., the lowest PEL, REL, TLV or IDLH). Given the fact that air monitoring instruments often underestimate actual contaminant concentrations, an added safety factor should always be considered when setting site-specific action levels. General action levels for oxygen deficient and oxygen rich atmospheres, explosive atmospheres, radiation and hazardous substances are provided in Table 6.2.

Table 6.2. Hazard Action Levels

Hazard	Action Level
Oxygen Deficient Atmospheres	$\leq 19.5\%$
Oxygen Rich Atmospheres	$\geq 23.5\%$
Explosive Atmospheres	20 to 25% LEL
Radiation	$> 1.0 \text{ mR/hr}$
Hazardous Substances	50% of TLV, PEL, REL

Once an action level is established, the type of respiratory protection can be determined by the protection factor afforded by the specific type of respirator. The protection factor (PF) for a pressure-demand, full-face SCBA is $\geq 10,000$, for a full-face respirator 50, and for a half face

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respirator 10. The respirator's protection factor can be used to determine the maximum use limit (MUL) for a given use. $MUL = PF \times PEL \times SF$

Where: MUL = Maximum Use Limit

PF = Respirator's Protection Factor

PEL = Action Level (could also be TLV, REL or IDLH)

SF = Added Safety Factor

When working at hazardous sites with unknown contaminants, total vapor concentrations, as measured by a PID and FID, are used to establish the appropriate respiratory protection. The EPA recommends Level A PPE for total vapor concentrations of 500 to 1,000 ppm, Level B PPE for concentrations of 5 to 500 ppm and level C PPE for concentrations ranging from background to 5 ppm.

6.3 Safety Equipment

In addition to PPE, H2M maintains a supply of miscellaneous safety equipment for use by personnel. Table 6.3 lists the various safety equipment available to H2M personnel. Additional safety equipment is rented or purchased based on project-specific needs.

Table 6.3. Safety Equipment

Equipment	Use/Limitations
Fire Extinguishers	Rated 2-A: 10-B, C
First Aid Kits	Treat minor cuts and burns
Portable Eye Wash Stations	Flush eyes
Safety Harnesses	Prevents falls

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7.0 SITE CONTROL

The extent of site control is dependent on the type of field site. Access to a construction site is typically managed and controlled by the client or lead contractor. H2M personnel shall abide by all entry and site access requirements. Site control is intended to protect site workers as well as protect the public from site related hazards. At environmental field sites, site control is also intended to reduce the potential for worker exposure and minimize the potential spread of contamination to unaffected areas of the site and to off-site areas. Site control should begin during the planning stages of the program, when the site-specific Work Plan and HASP are being prepared.

A site plan should be developed and incorporated into the Work Plan and HASP. The site plan should clearly delineate the site boundaries (property lines), structures (buildings, tanks, etc.), drainage and disposal systems (storm drains, drywells, septic systems, lagoons, etc.), topographic features (streams, ditches, culverts, etc.) and overhead and below grade utilities (electric, phone, gas, water), and identify specific areas where investigative and/or remedial activities will be conducted. The site plan will be used as the basis for establishing site-specific work zones.

7.1 Work Zones

Work zones are established within a site to primarily limit work activities to specific areas of the site and to limit access to areas with potential hazards, which could be biological, chemical or physical. At environmental sites with contamination, work zones minimize the unintentional spread of hazardous substances from contaminated areas of the site to clean areas by personnel and/or equipment, restrict unauthorized entry into contaminated areas, and serve to protect off-site receptors from potential exposures. Environmental sites are typically divided into three work zones, namely an Exclusion Zone, Contaminant Reduction Zone and Support Zone. Depending on the size of the site, nature of contamination and proposed work activities there may be multiple Exclusion, Contaminant Reduction and Support Zones.

7.1.1 Exclusion Zone

The Exclusion Zone is an area of the site where contamination has been previously documented or suspected to exist and will likely be subject to investigation and/or remediation activities. In

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general, the size of an Exclusion Zone will be dictated by the known or suspected area extent of contamination. However, when establishing an Exclusion Zone, the following criteria should be considered:

- Initial site characterization data.
- Physical features of the site.
- Prevailing wind direction.
- Ability to monitor for airborne contaminants (gases, vapors, mists, particulates).
- Potential for fire or explosions.
- Potential for chemical exposures.
- Decontamination requirements.
- Space required to facilitate equipment (drill rigs, excavation equipment, etc.).

The outer edges or perimeter of the Exclusion Zone is defined as the Hot Line. The Hot Line separates the Exclusion Zone from the Contaminant Reduction Zone. Often, the Hot Line consists of pre-existing natural or man-made barriers (e.g., fence line, road, drainage ditch, etc.). In any case, the Hot Line should be enclosed using physical barriers such as temporary fencing, chains or rope or clearly marked using hazard tape signs or placards.

One or more access control points should be established at the periphery of the Exclusion Zone to control the flow of personnel and equipment in and out of the zone and to help ensure that proper procedures for entering and exiting are adhered to. All personnel entering the Exclusion Zone must wear the appropriate level of PPE in accordance with the site-specific HASP.

As indicated previously, depending on specific site conditions, there may be multiple Exclusion Zones. The area defined as an Exclusion Zone may be modified to expand or contract the designated area as site conditions change or as more information is developed.

7.1.2 Contaminant Reduction Zone

A Contaminant Reduction Zone is a transition area, separating the Exclusion Zone from clean areas of the site. This zone is designed to reduce the probability that clean areas of the site will become contaminated or otherwise affected by hazards within the Exclusion Zone.

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Positioned within the Contaminant Reduction Zone are the decontamination stations (see Section 8). EPA recommends a minimum of two decontamination stations, one for personnel use and the second for decontaminating equipment (vehicles, drill rigs, etc.). Decontamination activities are conducted within a Contamination Reduction Corridor, which extends from the Hot Line at the periphery Exclusion Zone to the Contaminant Control Line separating the outer periphery of the Contaminant Reduction Zone from the Support Zone. The Contaminant Control Line separates potential low level contamination from the clean Support Zone. The Contaminant Reduction Zone should be designed to facilitate the following:

- Decontamination of personnel and equipment.
- Sample packaging and preparation for transport.
- Equipment re-supplies: air tank changes, PPE, sampling equipment, sample glassware and tools.
- Worker rest area: toilet facility, shaded sitting area and drinking water.
- Emergency response: first aid equipment, fire extinguisher, spill control supplies, eye wash station.

Personnel working within the Contaminant Reduction Zone must wear a level of PPE appropriate to the activities being conducted within the zone as stipulated in the HASP. Depending on site specific conditions, the level of PPE required in the Contaminant Reduction Zone may be as stringent or less stringent than in the Exclusion Zone.

7.1.3 Support Zone

The Support Zone is s a clean area free of contamination located outside the Contaminant Reduction Zone used to locate or conduct a variety of functions that support the activities in the Exclusion and Contaminant Reduction Zones. This might include an office trailer, storage shed, mobile laboratory, staging area for materials and equipment and personnel parking area. Because the Support Zone is free of contamination, special PPE is not required. Personnel are may wear normal work clothes in this area. Personnel and equipment not absolutely necessary to the activities conducted in the Exclusion Zone or Contaminant Reduction Zone should remain in the Support Zone.

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In locating the Support Zone at a particular site, the following factors should be considered:

- Accessibility to and from roadways
- Accessibility to utilities (water, electric)
- Visibility (line of sight to activities in Exclusion and Contaminant Reduction Zones)
- Distance (as far from Exclusion Zone as practical)
- Wind direction (locate upwind of Exclusion Zone if possible)

7.2 Site Security

Site security is important at all sites to prevent potential exposure of unauthorized personnel, prevent vandalism and theft, and to avoid unnecessary interference with site operations. In many cases, a site may have a fence with locking gate or other type of physical barrier. If this is not the case, temporary fencing, barrier tape, rope or other type barrier should be employed. Warning signs directing people to keep out should be prominently displayed.

Ideally, a site should have a single access control point for workers to enter and exit. A second access control point can be provided for vehicles and equipment. At larger sites where numerous activities might take place simultaneously, a system for tracking personnel in the site should be considered (e.g., sign in sheet). All visitors to the site should be approved for entry by the Site Safety Officer. Visitors should be briefed on the specific hazards posed by the site, be provided with the requisite PPE and be accompanied by a trained site worker. Only visitors with the proper training certifications should be allowed beyond the Support Zone.

It may be advisable to notify the local police department so that they might check on the site during non-working hours. In some cases, it might be appropriate to hire a private security firm to provide guard service during non-working hours.

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7.3 Buddy System at Contaminated Sites

All activities at uncontrolled hazardous waste sites should be conducted by a team of no fewer than two people, so that each worker can be observed by at least one other person. The buddy system allows working partners to observe each other for signs of chemical exposure, temperature stress or fatigue. Workers can also check the integrity of each other's PPE.

7.4 Site Communications

Site communications includes communication between workers within a site and between site workers and off-site personnel. Internal communications between site personnel is used to alert team members to emergencies, advise workers on changes in site conditions or activities, update safety information and to maintain general site control. Personnel working within relatively small areas can usually communicate verbally amongst each other. However, noise from equipment combined with PPE often impedes verbal communication. A simple form of non-verbal hand signals should be established when verbal communication is not practical. An example of some simple non-verbal hand signals include:

- Thumbs up: Everything is okay or I understand.
- Thumbs down: Not okay or I don't understand.
- One hand at throat: I'm running out of air.
- Two hands at throat: I'm having trouble breathing.
- Both hands atop head: I need assistance.
- Pointing to top of wrist: Watch time or nearly out of time.
- Hand slice across throat: Shut down equipment, stop activity.

At larger sites where the distances between individual work areas within the Exclusion Zone, between multiple Exclusion Zones or between the Exclusion Zone(s) and the Support Zone are significant, intrinsically safe hand held radios or walkie-talkies should be used.

External communication is necessary to make routine reports to management and/or the client, maintain contact with off-site support personnel and to notify local responders (i.e., police, fire

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and emergency medical personnel) in the event of an emergency. External communication should be handled using cellular phones.

8.0 DECONTAMINATION

Decontamination is the process of removing or reducing the concentration of contaminants that have accumulated on personnel and/or equipment as a result of work activities at contaminated sites. Decontamination is intended to protect workers from hazardous substances that may have contaminated protective clothing, respiratory equipment, tools, vehicles and other equipment used within the Exclusion Zone and/or Contaminant Reduction Zone.

Minimum decontamination procedures for Levels A and B PPE will include the following:

1. Equipment drop.
2. Decontaminate outer garments.
3. Remove outer garments.
4. Remove SCBA.

Minimum decontamination procedures for Level C PPE will include the following:

1. Equipment drop.
2. Decontaminate outer garments.
3. Remove outer garments.
4. Remove respirator mask.

Minimum decontamination procedures for Level D PPE will include the following:

1. Equipment drop.
2. Wash hands and face.

Equipment will be decontaminated on 6-mil polyethylene sheeting using the following procedure:

1. Wash with Alconox®/Liquinox® soap in tap water
2. Rinse with tap water
3. Rinse with distilled or DI water

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4. Wipe with hexane
5. Rinse with demonstrated analyte-free water
6. Wipe with isopropyl alcohol
7. Rinse with demonstrated analyte-free water
8. Rinse with 10% nitric acid solution
9. Rinse with demonstrated analyte-free water
10. Air dry and wrap in dedicated aluminum foil

Typical decontamination layouts from the Exclusion Zone through to the Support Zone are provided in Appendix E.

APPENDIX A

Health and Safety Plan Forms



HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAM

H2M GROUP
PROJECT No. _____

LOCATION MAP:



HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAM

H2M GROUP
PROJECT No. _____

SITE PLAN:

HEALTH AND SAFETY PLAN FORM H2M HEALTH AND SAFETY PROGRAM	H2M GROUP PROJECT No. _____		
SITE HISTORY: Summarize below. In addition to history, include previous regulatory actions, known exposures or injuries, complaints from public, etc.			
WASTE TYPES: ☐ LIQUID ☐ SOLID ☐ SLUDGE ☐ GAS ☐ UNKNOWN ☐ OTHER Specify _____			
WASTE CHARACTERISTICS: Check all that apply ☐ CORROSIVE ☐ FLAMMABLE ☐ RADIOACTIVE ☐ TOXIC ☐ VOLATILE ☐ REACTIVE ☐ INERT ☐ UNKNOWN ☐ OTHER Specify _____			
WASTE ZONES: Describe the exclusion, contamination reduction, and support zones in terms familiar to on-site personnel.			
PRINCIPAL DISPOSAL METHODS AND PRACTICES: Summarize below.			
HAZARDS OF CONCERN <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ HEAT STRESS (attach guidelines) ☐ COLD STRESS (attach guidelines) ☐ EXPLOSIVE/FLAMMABLE ☐ RADIOLOGICAL ☐ ORGANIC CHEMICALS </td> <td style="width: 50%; vertical-align: top;"> ☐ NOISE ☐ OXYGEN DEFICIENT ☐ BIOLOGICAL ☐ INORGANIC CHEMICALS ☐ OTHER Specify _____ </td> </tr> </table>		☐ HEAT STRESS (attach guidelines) ☐ COLD STRESS (attach guidelines) ☐ EXPLOSIVE/FLAMMABLE ☐ RADIOLOGICAL ☐ ORGANIC CHEMICALS	☐ NOISE ☐ OXYGEN DEFICIENT ☐ BIOLOGICAL ☐ INORGANIC CHEMICALS ☐ OTHER Specify _____
☐ HEAT STRESS (attach guidelines) ☐ COLD STRESS (attach guidelines) ☐ EXPLOSIVE/FLAMMABLE ☐ RADIOLOGICAL ☐ ORGANIC CHEMICALS	☐ NOISE ☐ OXYGEN DEFICIENT ☐ BIOLOGICAL ☐ INORGANIC CHEMICALS ☐ OTHER Specify _____		
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HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAM

H2M GROUP
PROJECT No. _____

HAZARDOUS MATERIAL SUMMARY: Circle waste types and estimate amounts

CHEMICALS
Amount/Units
Acids

Pickling Liquors

Caustics

Pesticides

Dyes/Inks

Cyanides

Phenols

Halogens

Dioxins

Other - Specify

SOLVENTS
Amount/Units

Halogenated

Hydrocarbons

Alcohols

Ketones

Esters

Other - Specify

SOLIDS
Amount/Units
Flyash

Milling/Mine
Tailings

Asbestos

Ferrous Smelter

Non-Ferrous
Smelter

Metals

Other - Specify

OILS
Amount/Units

Oily Wastes

Gasoline

Diesel Oil

Lubricants

PCBs

Polynuclear
Aromatics

Other - Specify

SLUDGES
Amount/Units
Paints

Pigments

Metals Sludges

POTW Sludge

Aluminum

Distillation
Bottoms

Other - Specify

OTHER
Amount/Units

Laboratory

Pharmaceutical

Hospital

Radiological

Municipal

Construction

Munitions

Other - Specify

OVERALL HAZARD EVALUATION: () High () Medium () Low () Unknown
JUSTIFICATION:

FIRE/EXPLOSION POTENTIAL: () High () Medium () Low () Unknown

BACKGROUND REVIEW: () COMPLETE () INCOMPLETE

HEALTH AND SAFETY PLAN FORM H2M HEALTH AND SAFETY PROGRAM		H2M GROUP PROJECT No. _____				
TASK DESCRIPTION/SPECIFIC TECHNIQUE/SITE LOCATION (Attach additional sheets as necessary)		TYPE		PRIMARY	CONTINGENCY	SCHEDULE
1		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
2		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
3		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
4		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
5		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
6		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
7		Intrusive	A B C D	Modified	A B C D	
		Non-Intrusive			Modified	
Page 10 of _____						

HEALTH AND SAFETY PLAN FORM H2M HEALTH AND SAFETY PROGRAM		H2M GROUP PROJECT No. _____	
PERSONNEL AND RESPONSIBILITIES (Attach additional sheets as necessary)		RESPONSIBILITIES	ON-SITE
PROJECT DIRECTOR			
PROJECT MANAGER			
SITE HEALTH AND SAFETY OFFICER			
TASK MANAGERS:			
1. 2. 3. 4. 5. 6. 7.			
FIELD PERSONNEL:			
1. 2. 3. 4. 5. 6. 7. 8.			
Personnel listed above have completed the training, medical and respiratory program requirements of the H2M Group Health and Safety Program and OSHA standard 29 CFR 1910.120.			
		Page 11 of _____	

HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAM

H2M GROUP
PROJECT NO. _____

PROTECTIVE EQUIPMENT (Specify by task; Indicate type and/or material, as necessary. Group tasks if possible. Attach additional sheets as necessary)

BLOCK A

TASK 1 2 3 4 5 6 7

LEVEL A B C D Modified

() Primary () Contingency

Respiratory: () Needed () Not Needed

() SCBA, Airline: _____

() APR: _____

() Cartridge: _____

() Escape Pack: _____

() Other: _____

Head and Eye: () Needed () Not Needed

() Safety Glasses: _____

() Face Shield: _____

() Goggles: _____

() Hard Hat: _____

() Other: _____

Foot Protection: () Needed () Not Needed

() Boots: _____

() Overboots: _____

Prot. Clothing: () Needed () Not Needed

() Encapsulating Suit: _____

() Splash Suit: _____

() Apron: _____

() Tyvek Coveralls: _____

() Saranex Coveralls: _____

() Cloth Coveralls: _____

() Other: _____

Hand Protection: () Needed () Not Needed

() Undergloves: _____

() Gloves: _____

() Outer gloves: _____

Other: (Specify below)

() _____

() _____

HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAMH2M GROUP
PROJECT No. _____

PROTECTIVE EQUIPMENT (Specify by task; Indicate type and/or material, as necessary. Group tasks if possible. Attach additional sheets as necessary)

BLOCK B

TASK 1 2 3 4 5 6 7

LEVEL A B C D Modified

() Primary () Contingency

Respiratory: () Needed () Not Needed

() SCBA, Airline: _____

() APR: _____

() Cartridge: _____

() Escape Pack: _____

() Other: _____

Head and Eye: () Needed () Not Needed

() Safety Glasses: _____

() Face Shield: _____

() Goggles: _____

() Hard Hat: _____

() Other: _____

Foot Protection: () Needed () Not Needed

() Boots: _____

() Overboots: _____

Prot. Clothing: () Needed () Not Needed

() Encapsulating Suit: _____

() Splash Suit: _____

() Apron: _____

() Tyvek Coveralls: _____

() Saranex Coveralls: _____

() Cloth Coveralls: _____

() Other: _____

Hand Protection: () Needed () Not Needed

() Undergloves: _____

() Gloves: _____

() Outer gloves: _____

Other: (Specify below)

() _____

() _____

HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAMH2M GROUP
PROJECT No. _____

PROTECTIVE EQUIPMENT (Specify by task; Indicate type and/or material, as necessary. Group tasks if possible. Attach additional sheets as necessary)

BLOCK C

TASK 1 2 3 4 5 6 7

LEVEL A B C D Modified

() Primary () Contingency

Respiratory: () Needed () Not Needed

() SCBA, Airline: _____

() APR: _____

() Cartridge: _____

() Escape Pack: _____

() Other: _____

Head and Eye: () Needed () Not Needed

() Safety Glasses: _____

() Face Shield: _____

() Goggles: _____

() Hard Hat: _____

() Other: _____

Foot Protection: () Needed () Not Needed

() Boots: _____

() Overboots: _____

Prot. Clothing: () Needed () Not Needed

() Encapsulating Suit: _____

() Splash Suit: _____

() Apron: _____

() Tyvek Coveralls: _____

() Saranex Coveralls: _____

() Cloth Coveralls: _____

() Other: _____

Hand Protection: () Needed () Not Needed

() Undergloves: _____

() Gloves: _____

() Outer gloves: _____

Other: (Specify below)

() _____

() _____

HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAM

H2M GROUP
PROJECT No. _____

PROTECTIVE EQUIPMENT (Specify by task; Indicate type and/or material, as necessary. Group tasks if possible. Attach additional sheets as necessary)

BLOCK D

TASK 1 2 3 4 5 6 7

LEVEL A B C D Modified

() Primary () Contingency

Respiratory: () Needed () Not Needed

() SCBA, Airline: _____

() APR: _____

() Cartridge: _____

() Escape Pack: _____

() Other: _____

Head and Eye: () Needed () Not Needed

() Safety Glasses: _____

() Face Shield: _____

() Goggles: _____

() Hard Hat: _____

() Other: _____

Foot Protection: () Needed () Not Needed

() Boots: _____

() Overboots: _____

Prot. Clothing: () Needed () Not Needed

() Encapsulating Suit: _____

() Splash Suit: _____

() Apron: _____

() Tyvek Coveralls: _____

() Saranex Coveralls: _____

() Cloth Coveralls: _____

() Other: _____

Hand Protection: () Needed () Not Needed

() Undergloves: _____

() Gloves: _____

() Outer gloves: _____

Other: (Specify below)

() _____

() _____

HEALTH AND SAFETY PLAN FORM H2M HEALTH AND SAFETY PROGRAM		H2M GROUP PROJECT No. _____	
MONITORING EQUIPMENT: (Specify by task; Indicate type, as necessary. Attach additional sheets as necessary)			
INSTRUMENT	TASK	Action Guidelines	Comments(Incl Sched of use)
Combustible Gas Indicator	1-2-3-4	0-10% LEL No explosion Hazard 10-25% LEL Potential expl. hazard > 25% LEL Expl. hazard;evacuate 21.0% O ₂ Oxygen normal < 21.0 % O ₂ Oxygen deficient < 19.5 % O ₂ Interrupt task/evacuate	() Not Needed
Radiation Survey Meter	1-2-3-4	Specify:	() Not Needed
Photoionization Detector () _____ Type _____	1-2-3-4	Specify:	() Not Needed
Detector Tubes Tube Type _____	1-2-3-4	Specify:	() Not Needed
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HEALTH AND SAFETY PLAN FORM
H2M HEALTH AND SAFETY PROGRAM

H2M GROUP
PROJECT No. _____

DECONTAMINATION PROCEDURES

Attach Site Map Indicating Exclusion, Decontamination, and Support Zones

PERSONNEL DECONTAMINATION

Summarize below and/or attach diagram; discuss use of work zones.

SAMPLING EQUIP DECONTAMINATION

Summarize below and/or attach diagram; discuss use of work zones.

HEAVY EQUIPMENT

Summarize below and/or attach diagram; discuss use of work zones.

Containment & Disposal

() Not Needed

Containment & Disposal

() Not Needed

Containment & Disposal

() Not Needed

HEALTH AND SAFETY PLAN FORM H2M HEALTH AND SAFETY PROGRAM		H2M GROUP PROJECT No. _____
EMERGENCY CONTACTS Health and Safety Officer Project Manager Site Health and Safety Officer Other (Specify) State Environmental Agency State Spill Hotline Fire Department (Specify) Police Department State Police Health Department Poison Control Center Occupational Physician	PHONE No. _____	CONTINGENCY PLANS (Summarize Below)
MEDICAL EMERGENCY Hospital Name: _____ Hospital Address: _____ Name of Contact At Hospital: _____ Hospital Phone Number: _____ Ambulance/Paramedic Phone Number: _____ Directions to Hospital (Attach Map): _____		
HEALTH AND SAFETY PLAN APPROVALS Prepared by: _____ Date: _____ Project Manager: _____ Princ.-in-Charge: _____		
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APPENDIX B

Lower and Upper Explosive Limits for Flammable Gases and Vapors

**Lower and Upper Explosive Limits (LEL/UEL)
For Flammable Gases and Vapors ⁽¹⁾**

Gas/Vapor	LEL	UEL
Acetone	2.6	13.0
Acetylene	2.5	100.0
Acrylonitrile	3.0	17.0
Allene	1.5	11.5
Ammonia	15.0	28.0
Benzene	1.3	7.9
1,3-Butadiene	2.0	12.0
Butane	1.8	8.4
n-Butanol	1.7	12.0
1-Butene	1.6	10.0
Cis-2-Butene	1.7	9.7
Trans-2-Butene	1.7	9.7
Butyl Acetate	1.4	8.0
Carbon Monoxide	12.5	74.0
Carbonyl Sulfide	12.0	29.0
Chlorotrifluoroethylene	8.4	38.7
Cumene	0.9	6.5
Cyanogen	6.6	32.0
Cyclohexane	1.3	7.8
Cyclopropane	2.4	10.4
Deuterium	4.9	75.0
Diborane	0.8	88.0
Dichlorosilane	4.1	98.8
Diethylbenzene	0.8	-
1,1-Difluoro-1-Chloroethane	9.0	14.8
1,1-Difluoroethane	5.1	17.1
1,1-Difluoroethylene	5.5	21.3
Dimethylamine	2.8	14.4
Dimethyl Ether	3.4	27.0
2,2-Dimethylpropane	1.4	7.5
Ethane	3.0	12.4
Ethanol	3.3	19.0
Ethyl Acetate	2.2	11.0
Ethyl Benzene	1.0	6.7
Ethyl Chloride	3.8	15.4
Ethylene	2.7	36.0
Ethylene Oxide	3.6	100.0
Gasoline	1.2	7.1

Gas/Vapor	LEL	UEL
Heptane	1.1	6.7
Hexane	1.2	7.4
Hydrogen	4.0	75.0
Hydrogen Cyanide	5.6	40.0
Hydrogen Sulfide	4.0	44.0
Isobutane	1.8	8.4
Isobutylene	1.8	9.6
Isopropanol	2.2	-
Methane	5.0	15.0
Methanol	6.7	36.0
Methylacetylene	1.7	11.7
Methyl Bromide	10.0	15.0
3-Methyl-1-Butene	1.5	9.1
Methyl Cellosolve	2.5	20.0
Methyl Chloride	7.0	17.4
Methyl Ethyl Ketone	1.9	10.0
Methyl Mercaptan	3.9	21.8
Methyl Vinyl Ether	2.6	39.0
Monoethylamine	3.5	14.0
Monomethylamine	4.9	20.7
Nickel Carbonyl	2.0	-
Pentane	1.4	7.8
Picoline	1.4	-
Propane	2.1	9.5
Propylene	2.4	11.0
Propylene Oxide	2.8	37.0
Styrene	1.1	-
Tetrafluoroethylene	4.0	43.0
Tetrahydrofuran	2.0	-
Toluene	1.2	7.1
Trichloroethylene	12.0	40.0
Trimethylamine	2.0	12.0
Turpentine	0.7	-
Vinyl Acetate	2.6	-
Vinyl Bromide	9.0	14.0
Vinyl Chloride	4.0	22.0
Vinyl Fluoride	2.6	21.7
Xylene	1.1	6.6

Note: LEL and UEL concentrations in percent by volume

APPENDIX C

Contaminant Odor Thresholds

Chemical Name	Odor Threshold (ppm)
Acetaldehyde	0.031 - 2.3
Acetic acid	0.2 - 24
Acetic anhydride	0.14 - 81.2
Acetone	46.8 - 100
Acetonitrile	21.4 - 170
Acetophenone	0.002 - 0.60
Acetyl bromide	0.0005
Acetyl chloride	1.0
Acetylene	620
Acrolein	0.1 - 16.6
Acrylic acid	0.094 - 1.04
Acrylonitrile	17 - 100
Akrol	10
Allyl alcohol	0.75 - 7.2
Allylamine	6.3 - 28.7
Ally chloride	0.21 - 1.2
Allyl chloroformate	1.4
Allyl disulfide	0.0012
Allyl isocyanide	0.018
Allyl isothiocyamide	0.15 - 0.42
Ally mercaptan	0.00005 - 0.21
Allyl sulfide	0.000014 - 0.01
Ammonia	0.32 - 55
Ammonium hydroxide	50
iso-Amyl acetate	0.0028 - 0.11
n-Amyl acetate	0.0009 - 0.08
sec-Amyl acetate	0.0017 - 0.082
tert-Amyl acetate	0.0017
Amyl alcohol	0.0065 - 35
Amylene	0.0022 - 2.3
Amyl isovalerate	0.11
iso-Amyl mercaptan	0.0043 - 0.7
n-Amyl mercaptain	0.07
n-Amyl methyl ketone	0.0009
Anethole	0.0033
Aniline	0.05 - 70
Apiol	0.0063
Arsenic anhydride	1
Arsine	0.21 - 0.50

Chemical Name	Odor Threshold (ppm)
Benzaldehyde	0.003 - 0.69
Benzene	2.14 - 12
Benzyl alcohol	5.5
Benzyl chloride	0.01 - 0.31
Benzyl mercaptan	0.00019 - 0.037
Benzyl sulfide	0.0021 - 0.07
Biphenyl	0.00083
Bornyl acetate	0.0078
Boron trifluoride	1.0 - 1.5
Bromine	0.047 - 3.5
Bromoacetone	0.090
Bromoacetophenone	0.079
Bromoform	1.3 - 530
1,3-Butadiene	0.16 - 1.8
iso-Butane	1.2
n-Butane	5.5 - 2700
2-Butoxyethanol	0.10
n-Butyl acetate	0.037 - 20
iso-Butyl acetate	0.002 - 7
sec-Butyl acetate	4.0 - 7
tert-Butyl acetate	0.004
n-Butyl acrylate	0.035
n-Butyl alcohol	0.83 - 15
iso-Butyl alcohol	40
sec-Butyl alcohol	2.6 - 43
tert-Butyl alcohol	47 - 73
n-Butylamine	0.24 - 5
Butyl Cellosolve	0.48
Butyl Cellosolve acetate	0.20
n-Butyl chloride	13
1-Butene (butylene)	0.07 - 26
2-Butene	0.57 - 22
Butyl ether	0.24 - 0.47
Butylene oxide	0.71
n-Butyl formate	17
n-Butyl acetate	0.00054 - 0.00097
iso-Butyl mercaptan	0.00082 - 0.38
n-Butyl mercaptan	0.00009 - 0.06
tert-Butyl mercaptan	0.015 - 0.18

Chemical Name	Odor Threshold (ppm)
Butyl sulfide	0.015 - 0.18
p-tert-Butyltoluene	5
n-Butyraldehyde	0.0046 - 0.039
Butyric acid	0.00047 - 0.001
iso-Butyric acid	0.001
Calcium hypochlorite	3.5
Calcium phosphide	0.13 - 13.4
Camphor	0.018 - 200
Caprolactam	0.065
Carbitol acetate	0.157 - 0.263
Carbon dioxide	74,000
Carbon disulfide	0.0011 - 7.7
Carbon monoxide	100,000
Carbon tetrachloride	10 - 200
Carvacrol	0.0023
Chloral	0.047
Chlorine	0.01 - 5
Chlorine dioxide	0.1 - 9.4
Chloroacetaldehyde	<1.0
Chloroacetic acid	0.045
Chloroacetophenone	0.01 - 1.35
Chlorobenzene	0.21 - 60
Chlorobromomethane	400
Chloroform	50 - 307
Chloromethane	10 - 100
Chlorophenol	0.034
o-Chlorophenol	0.0036
p-Chlorophenol	1.2 - 30
Chloropicrin	0.78 - 1.1
Chloroprene	15
Chlorotoluene	0.32
Chlorosulfonic acid	1.0 - 5
Chlorovinyl arsine	1.6
Cinnamaldehyde	0.0026
Coumarin	0.0033 - 0.2
m-Cresol	0.00028 - 0.68
o-Cresol	0.28 - 0.68
p-Cresol	0.00047 - 0.001
Crotonaldehyde	0.035 - 7.35

Chemical Name	Odor Threshold (ppm)
Crotyl mercaptan	0.00016 - 0.0099
Crude oil	0.1 - 0.5
Cumene	0.047 - 1.2
Cyanogen chloride	1.0
Cyclohexane	0.41 - 300
Cyclohexanol	0.15 - 160
Cyclohexanone	0.12 - 0.88
Cyclohexene	0.18
Cyclopentadiene	1.9 - 250
Decaborane	0.05 - 0.35
Decanoic acid	0.0020
Decanal	0.0064 - 0.168
1-Decylene	0.12
Diacetone alcohol	0.28 - 1.7
Diacetyl	0.025
Diallyl ketone	9.0
Diborane	2.5 - 4.0
Di-N-butyl amine	0.27 - 0.48
Dichlorobenzene	0.005
o-Dichlorobenzene	0.30 - 50
p-Dichlorobenzene	0.18 - 30
Dichlorodiethyl sulfide	0.19
Dichloroethane	120
Dichloroethylene	0.085 - 500
Dichloroethyl ether	0.049 - 35
Dichloroisopropyl ether	0.32
Dichlormethane	25 - 320
2,4-Dichlorophenol	0.21 - 0.008
1,2-Dichloropropane	50
2,2-Dichloropropionic acid	428
Dicyclopentadiene	0.003 - 0.020
Dieldrin	0.041
Diesel fuel (#1)	0.25
Diesel fuel (#2)	0.08
Diesel fuel (#4)	0.01
Diethanolamine	0.011 - 0.27
Diethylamine	0.06 - 0.498
Diethylaminoethanol	0.011 - 0.04
Diethylene triamine	10

Chemical Name	Odor Threshold (ppm)
Diethyl ketone	2.0
Diethyl selenide	0.00014
Diethyl succinate	0.021
Diglycidyl ether	5.0
Diisobutyl carbinol	0.048 - 0.16
Diisobutyl ketone	0.11 - 0.31
Diisopropylamine	0.38 - 1.8
Dimethyl acetamide	21.4 - 46.8
Dimethylamine	0.021 - 6.0
Dimethylaminoethanol	0.045
Dimethylaniline	0.013
Dimethylformamide	2.2 - 100
1,1-Dimethylhydrazine	1.7 - 14
Dimethyl sulfide	0.001 - 0.020
2,6-Dinitrophenol	0.21
Dioxane	1.8 - 170
Dioxolane	64 - 128
Diphenyl	0.01 - 0.06
Diphenylcyanoarsine	0.3
Diphenyl ether	0.001 - 1.0
Diphenyl sulfide	0.0021 - 0.0047
Diphosgene	1.2
Dipropylamine	1.0
Dithioethylene glycol	0.031
Dodecanol	0.0064
Epichlorhydrin	0.93 - 16
Ethane	150 - 120,000
1,2-Ethanedithiol	0.0042
Ethanol	4.68 - 5100
Ethanolamine	2 - 3
2-Ethoxyethanol	0.55 - 2.7
2-Ethoxyethanol acetate	0.056 - 50
Ethyl acetate	0.056 - 50
Ethyl acrylate	0.00024 - 1.0
Ethylamine	0.021 - 0.95
Ethylamyl ketone	6.0
Ethyl benzene	0.25 - 200
Ethyl bromide	3.1
2-Ethylbutanol	0.77

Chemical Name	Odor Threshold (ppm)
Ethyl butyrate	0.0082 - 0.015
Ethyl chloride	4.2
Ethyl decanoate	0.00017
Ethyl dichloroarsine	0.14 - 1.4
Ethyl disulfide	0.0028
Ethylene	290 - 700
Ethylenediamine	1.0 - 11.2
Ethylene dibromide	10 - 25
Ethylene dichloride	6.2 - 100
Ethylene glycol	0.08
Ethylene imine	1.5
Ethylene oxide	0.84 - 700
Ethyl ether	0.33 - 8.9
Ethyl formate	31 - 330
Ethyl glycol	25
Ethyl hexanol	0.138
Ethyl hexanoate	0.0056
Ethyl hexyl acetate	0.21
Ethyl hexyl acrylate	0.18
Ethylidene norbornene	0.007 - 0.073
Ethyl isothiocyanate	1.6 - 10.7
Ethyl mercaptan	0.00051 - 0.075
Ethyl methacrylate	0.0067
n-Ethylmorpholine	0.25 - 25
Ethyl selenide	0.0012 - 0.014
Ethyl selenomercaptan	0.0003
Ethyl silicate	17 - 85
Ethyl sulfide	0.0006 - 0.068
Ethyl iso-valerate	0.12
Ethyl n-valerate	0.06
Ethyl undecanoate	0.00054
Eugenol	0.0046
Fluorine	0.035 - 3.0
Formaldehyde	0.1 - 1.0
Formic acid	21 - 49
Fuel oil (#1, kerosene)	0.082 - 1.0
Fuel oil (#2, diesel)	0.082
Fuel oil (#4)	0.5
Fuel oil (#6, bunker)	0.13

Chemical Name	Odor Threshold (ppm)
Furfural	0.078 - 5.0
Furfuryl alcohol	8.0
Gasoline	0.005 - 10
Glycol diacetate	0.312
Halothane	33.0
n-Heptal chloride	0.06
Heptachlor	0.02
Heptaldehyde	0.05
n-heptane	50 - 220
Heptanol	0.057 - 20
Hexachlorcyclopentadiene	0.03 - 0.33
Hexachlorethylene	0.15
Hexamethylenediamine	0.0009
n-Hexane	130
Hexanoic acid	0.0061
Hexanol	0.005 - 0.09
sec-Hexyl acetate	100
Hexylene glycol	50
Hydrazine	3 - 4
Hydrocinnamyl alcohol	0.00027
Hydrochloric acid gas	10
Hydrogen bromide	2
Hydrogen chloride	0.77 - 10
Hydrogen cyanide	0.00027 - 5
Hydrogen fluoride	0.042
Hydrogen selenide	0.3 - 3
Hydrogen sulfide	0.00001 - 0.8
Iodoform	0.005 - 0.5
Ionone	0.000012
Isoamyl acetate	0.002 - 7
Isoamyl alcohol	0.42 - 35
Isobutyl acetate	0.002 - 7
Isobutyl alcohol	1.8 - 40
Isobutyl acrylate	0.009 - 0.012
Isobutyl cellosolve	0.114 - 0.191
Isobutyl mercaptan	0.00054 - 0.00097
Isobutyraldehyde	0.047 - 0.336
Isobutyric acid	0.001
Isocyanochloride	0.98

Chemical Name	Odor Threshold (ppm)
Isodecanol	0.031 - 0.042
Isopentanoic acid	0.015 - 0.026
Isophorone	0.20 - 0.54
Isoprene	0.005
Isopropyl acetate	0.9
Isopropyl alcohol	7.5 - 200
Isopropylamine	0.71 - 10
Isopropyl ether	0.017 - 300
Isopropyl glycidyl ether	300
Isopropyl mercaptan	0.00025
Kerosene	0.082 - 1.0
Lactic acid	0.0000004
Lauric acid	0.0034
Light gasoline	800
Linoleyl acetate	0.0016
LPG	20,000 (propane)
Maleic anhydride	0.25 - 0.5
Menthol	1.5
2-Mercaptoethanol	0.64
Mesitylene	0.27 - 0.55
Mesityl oxide	0.051 - 12
2-Methoxyethanol	0.22 - 60
Methoxynaphthalene	0.00012
Methyl acetate	4.6 - 200
Methyl acetylene-propadiene mix	100
Methyl acrylate	0.0048 - 20
Methylacrylonitrile	2 - 14
Methyl alcohol	53.3 - 5900
Methylamine	0.021 - 10
Methyl amyl acetate	0.23 - 0.40
Methyl amyl alcohol	0.52 - 50
Methyl amyl ketone	0.35
N-Methylaniline	1.7
Methyl anthranilate	0.00066 - 0.06
Methyl bromide	<20
2-Methyl-2-butanol	0.23 - 2.3
2-Methyl n-butyl ketone	0.076
Methyl n-butyrate	0.0026

Chemical Name	Odor Threshold (ppm)
Methyl Cellosolve	0.22 - 60
Methyl Cellosolve acetate	0.64 - 50
Methyl chloride	10 - 100
Methyl chloroform	20 - 500
Methyl 2-cyanoacrylate	1 - 3
Methylcyclohexane	500 - 630
Methylcyclohexanol	500
Methyl dichloroarsine	0.11
Methylene chloride	25 - 320
Methyl ethanolamine	3.4
Methyl ethyl ketone (MEK)	4.68 - 25
Methylethyl pyridine	0.008 - 0.050
Methyl formate	1500 - 2000
Methyl glycol	60
5-Methyl-3-heptanone	6
Methyl hydrazine	1 - 3
Methyl isoamyl alcohol	0.20
Methyl isoamyl ketone	0.28
Methyl isobutyl ketone (MIBK)	0.28 - 8
Methyl isocyanate	2.0
Methyl isopropyl ketone	1.9
Methyl mercaptan	0.0021 - 1.1
Methyl methacrylate	0.05 - 0.34
2-Methylpentaldehyde	0.136
Methyl n-propyl ketone	11.0
2-Methyl-1-pentanol	0.024 - 0.082
2-Methylpropene	0.57
Methyl salicylate	0.096
a-Methyl styrene	0.156 - 200
Methyl sulfide	0.001 - 0.020
Methyl thiocyanate	0.25 - 3.2
Methyltrichlorosilane	1.0
Methyl vinyl ketone	0.2
Methyl vinyl pyridine	0.040
Mineral spirits	30
Morpholine	0.01 - 0.14
Naphtha (coal tar)	4.68 - 100
Naphthalene	0.003 - 0.3
2-Naphthol	1.3

Chemical Name	Odor Threshold (ppm)
Nickel carbonyl	0.30 - 1.3
p-Nitroaniline	0.3 - 1.0
Nitrobenzene	0.0047 - 6.0
o-Nitrochlorobenzene	0.002
Nitroethane	2.1 - 200
Nitrogen dioxide	0.39 - 5.0
Nitrogen tetroxide	5
Nitromethane	3.5 - 100
1-Nitropropane	11 - 300
2-Nitropropane	70 - 300
Nitrotoluene	0.045 - 1.74
Nonane	47
n-Octane	4 - 150
Octanoic acid	0.0014
1-Octanol	0.0021
2-Octanol	0.0026
Osmium tetroxide	0.0019
Oxygen difluoride	0.1 - 0.5
Ozone	0.005 - 0.5
Pelargonic acid	0.00086
Pentaborane	0.8 - 0.96
n-Pentane	2.2 - 1000
2,4-Pentanedione	0.020
Pentanone	8.0
Pentanol	0.0065 - 35
Pentene	2.2
iso-Pentyl acetate	0.0028 - 0.11
n-Pentyl acetate	0.00090 - 0.08
1-Pentyl mercaptan	0.00021
Perchloroethylene	4.68 - 50
Perchlormethyl mercaptan	<0.1
Perchloryl fluoride	10
Petroleum distillate	<500
Phenol	0.021 - 5
Phenyl ether	0.001 - 0.10
Phenyl ether-biphenyl mix	0.1 - 1.0
Phenyl isothiocyanate	0.43
Phenyl mercaptan	0.0094
Phosgene	0.125 - 1.0

Chemical Name	Odor Threshold (ppm)
Phosphine	0.02 - 3.0
Phosphorus pentasulfide	0.0047
Phosphorus trichloride	0.7
Phthalic anhydride	0.05 - 0.12
2-Picoline	0.023 - 0.046
Propane	1000 - 20,000
Propionaldehyde	0.04 - 1.0
Propionic acid	0.034 - 0.16
n-Propyl acetate	0.15 - 200
Propyl alcohol	0.08 - 200
Propylene	67.6 - 76
Propylene diamine	0.048 - 0.067
Propylene dichloride	0.25 - 130
Propylene oxide	35 - 200
Propyl mercaptan	0.00075 - 0.02
Propyl nitrate	44 - 90
Propyl sulfide	0.011 - 0.17
Pyridine	0.012 - 5
Quinoline	0.16 - 71
Quinone	0.084 - 0.5
Resorcinol	40
Safrole	0.0032
Stoddard solvent	1.0 - 30
Styrene	0.047 - 200
Styrene oxide	0.40
Sulfoxide	91
Sulfur dichloride	0.001
Sulfur dioxide	0.47 - 5
Sulfur chloride	0.001
Tannic acid	2.0 - 4.0
1,1,2,2-Tetrachloroethane	1.5 - 5
Tetrachloroethylene	4.68 - 50
Tetraethyl-o-silicate	5.0 - 7.2
Tetrahydrofuran	2.0 - 50
Tetramethylbenzene	0.0029
Thiocresol	0.0027 - 0.02
Thiophenol	0.014
Thymol	0.00086
Toluene	0.17 - 40

Chemical Name	Odor Threshold (ppm)
Toluene diisocyanate (TDI)	0.17 - 2.14
o-Toluidine	0.0048 - 20
Toxaphene	0.0052
1,2,4-Trichlorobenzene	1.4
1,1,1-Trichloroethane	20 -400
Trichloroethylene	21,4 - 400
Trichlorofluoromethane	5.0 - 209
Trichlorophenol	0.1 - 0.667
1,2,3-Trichloropropane	100
1,1,2-Trichloro-1,2,2-trifluoroethane	68 - 135
Triethylamine	0.28 - 0.48
Trimethylamine	0.00021 - 1.7
Trimethylbenzene	0.027 - 0.55
Trinitrobutylxylene	0.0000065 - 0.0008
Turpentine	200
n-Undecane	0.12
n-Valeraldehyde	0.028
Valeric acid	0.0006
iso-Valeric acid	0.0018
Vanillin	0.000000032
Vinyl acetate	0.12 - 0.55
Vinyl chloride	260 - 3000
Vinylidene chloride	190
Vinyl toluene	10 - 50
Xylene	0.05 - 200
m-Xylene	1.1 - 3.7
o-Xylene	1.8
p-Xylene	0.47 - 0.53
2,4-Xylidine	0.0048 - 0.056

Table compiled using the following sources:
Amoore, J.E. and Hautala, E. (1983).
Billing, C.E. and Jonas, L.C. (1981).
Arthur D. Little, Inc. (1965).
Ruth, J.H. (1986).
USEPA Course Manual (1987).

APPENDIX D

Typical Organic Vapor Cartridge Breakthrough Time

Organic Vapor Cartridge Efficiency ¹	
Chemical Contaminant ²	Breakthrough Time (min)
<i>Aromatics</i> ³	
Benzene	73
Toluene	94
Ethylbenzene	84
m-Xylene	99
Cumene	81
Mesitylene	86
<i>Alcohols</i>	
Methanol	00.2
Ethanol	28
Isopropanol	54
Allyl alcohol	66
n-Propanol	70
sec-Butanol	96
Butanol	115
2-Methoxyethanol	116
Isoamyl alcohol	97
4-Methyl-2-pentanol	75
2-Ethoxyethanol	77
Amyl alcohol	102
2-Ethyl-1-butanol	76
<i>Monochlorides</i> ³	
Methyl chloride	00.05
Vinyl chloride	3.8
Ethyl chloride	5.6
Allyl chloride	31
1-Chloropropane	25
1-Chlorobutane	72
Chlorocyclopentane	78
Chlorobenzene	107
1-Chlorohexane	77
o-Chlorotoluene	102
1-Chloroheptane	82
3-Chloromethyl heptane	63

Organic Vapor Cartridge Efficiency ¹	
Chemical Contaminant ²	Breakthrough Time (min)
<i>Dichlorides</i> ³	
Dichlormethane	10
trans-1,2-Dichloroethylene	33
1,1-Dichloroethane	23
cis-1,2-Dichloroethane	30
1,2-Dichloroethane	54
1,2-Dichloropropane	65
1,4-Dichlorobutane	108
o-Dichlorobenzene	109
<i>Trichlorides</i> ³	
Chloroform	33
Methyl chloroform	40
Trichloroethylene	55
1,1,2-Trichloroethane	72
1,2,3-Trichloropropane	111
<i>Tetra- and Pentachlorides</i> ³	
Carbon tetrachloride	77
Perchloroethylene	107
1,1,2,2-Tetrachloroethane	104
Pentachloroethane	93
<i>Acetates</i> ³	
Methyl acetate	33
Vinyl acetate	55
Ethyl acetate	67
Isopropyl acetate	65
Isopropenyl acetate	83
Propyl acetate	79
Allyl acetate	76
sec-Butyl acetate	83
Butyl acetate	77
Isopentyl acetate	71
2-Methoxyethyl acetate	93
1,3-Dimethyl butyl acetate	61
Amyl acetate	73
2-Ethoxyethyl acetate	80
Hexyl acetate	67

Organic Vapor Cartridge Efficiency ¹	
Chemical Contaminant ²	Breakthrough Time (min)
<i>Ketones⁴</i>	
Acetone	37
2-Butanone (MEK)	82
2-Pentanone	104
3-Pentanone	94
4-Methyl-2-pentanone (MIBK)	96
Mesityl oxide	122
Cyclopentanone	141
3-Heptanone	91
2-Heptanone	101
Cyclohexanone	126
5-Methyl-3-heptanone	86
3-methylcyclohexanone	101
Diisobutyl ketone	71
4-Methylcyclohexanone	111
<i>Alkanes⁴</i>	
Pentane	61
Hexane	52
Methylcyclopentane	62
Cyclohexane	69
2,2,4-Trimethylpentane	68
Heptane	78
Methylcyclohexane	69
Nonane	76
Decane	71
<i>Amines</i>	
Methyl amine	12
Ethyl amine	40
Isopropyl amine	66
Propyl amine	90
Diethyl amine	88
Butyl amine	110
Triethyl amine	81
Dipropyl amine	93
Diisopropyl amine	77
Cyclohexyl amine	112
Dibutyl amine	76

Organic Vapor Cartridge Efficiency ¹	
Chemical Contaminant ²	Breakthrough Time (min)
<i>Miscellaneous materials⁴</i>	
Acrylonitrile	49
Pyridine	119
1-Nitropropane	143
Methyl iodide	12
Dibromomethane	82
1,2-Dibromomethane	141
Acetic anhydride	124
Bromobenzene	142

¹Amer. Indus. Hyg. Assoc. J. 33:745, 1972.

²Test atmosphere 1000 ppm, 50% RH, 22°C, flow rate 53 l/min.

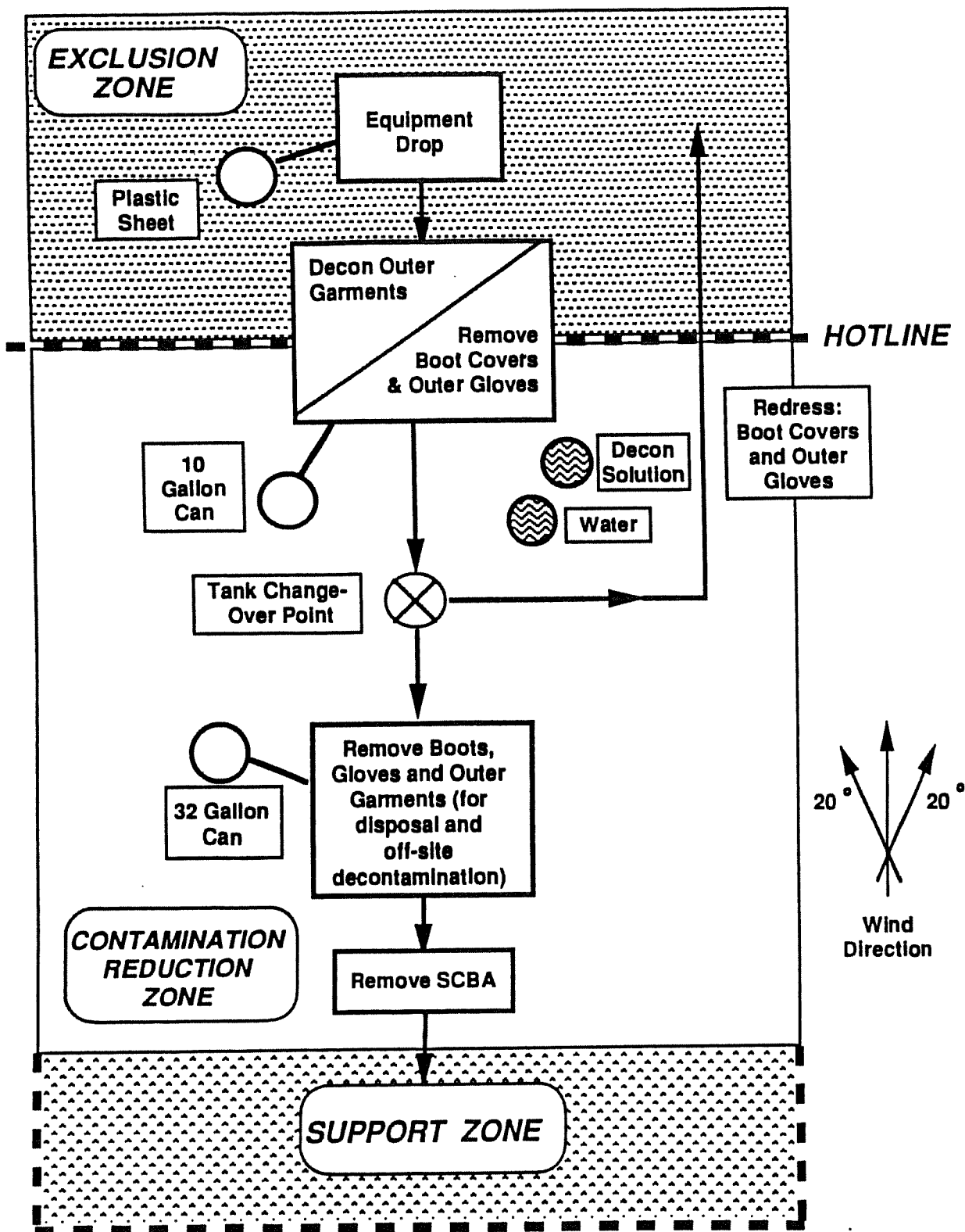
³Mine Safety Appliances cartridges.

⁴American Optical cartridges.

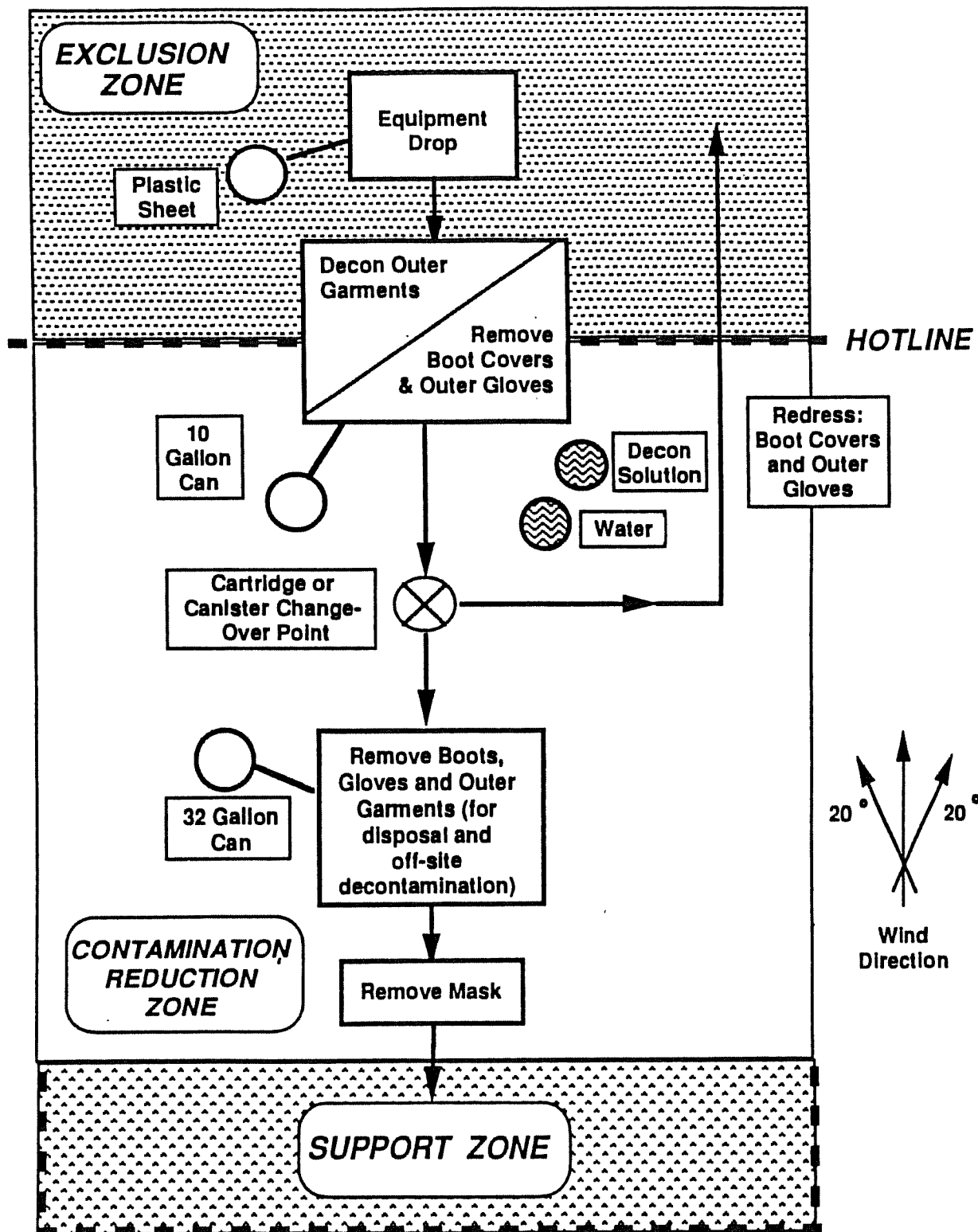
APPENDIX E

Minimum Decontamination Layouts for Different Levels of PPE

MINIMUM DECONTAMINATION LAYOUT FOR LEVELS A & B PROTECTION



MINIMUM DECONTAMINATION LAYOUT FOR LEVEL C PROTECTION



APPENDIX F

H2M HAZCOM Plan

HAZARD COMMUNICATION (HAZCOM) PLAN

§29 CFR 1910.1200

H2M architects + engineers*

Rev. November 14, 2024

Prepared for:

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APPENDIX D	RESPONSIBILITIES FOR SPECIFIC EMPLOYEE ROLES UNDER H2M'S HAZARD COMMUNICATION PLAN

1.0 COMPANY POLICY

This Hazard Communication Plan has been developed by H2M for use by its employees (regardless of which H2M company they work for) to control their exposure to harmful materials. The Hazard Communication Plan is for H2M employees and is not to be used by non-H2M employees without written approval by H2M's Corporate H&S Manager.

H2M architects + engineers (H2M) is committed to the prevention of exposures that result in injury and/or illness; and to comply with all applicable state health and safety rules. The purpose of this program is to inform interested persons, including employees, that H2M is complying with the OSHA Hazard Communication Standard at §1910.1200 by compiling a hazardous chemicals list, by maintaining safety data sheets (SDSs), by ensuring that containers are labeled, and by providing our employees with training and available information.

This program applies to all work operations within H2M's facilities where employees may be exposed to hazardous substances under normal working conditions or during an emergency situation.

All employees, or their designated representatives, can obtain further information on this written program, the hazard communication standard, applicable SDSs, and chemical information lists from:

- A. The SDS database (follow directions on the corporate intranet),
- B. The corporate health and safety (H&S) manager or your discipline/office safety committee representative

Under this program, our employees will be informed of the contents of the Hazard Communication Standard, the hazardous properties of chemicals with which they work, safe handling procedures and measures to take to protect themselves from these chemicals. Our employees will also be informed of the hazards associated with non-routine tasks, such as when entering new field work sites.

If after reading this program, you find that improvements can be made, comments or suggestions can be made by one of the following methods:

- Contacting the H&S manager or your discipline/office safety committee representative directly: The H&S manager's contact details can be found in Appendix A.
- Making an anonymous comment or suggestion (follow directions from the corporate intranet under the safety tab). Anonymous feedback will be checked and reviewed by both the H&S manager and the Human Resources Department.
- An opportunity will be provided at an annual safe + sound week event for feedback to be made in an open forum.

We encourage all suggestions because we are committed to the success of our written hazard communication program. We strive for clear understanding, safe behavior, and involvement in the program from every level of the company.

2.0 PROGRAM ADMINISTRATION

The H&S manager is the program coordinator. Please refer to Appendix A for the names of individuals with specific roles in the management of this plan and their contact details. The H&S manager will review and update the program as necessary. This written program is available on the company intranet for review by any interested employee.

The H&S Manager is responsible for providing training to all affected employees on topics including: the necessity of good labeling, chemical container inspection upon delivery and chemical storage.

Discipline/office safety representatives have the responsibility for performing routine inspections or designating other competent employees to inspect any storage areas used by H2M employees at any H2M

facility. These inspections should include any storage areas within an H2M office space as well as any offsite storage facilities rented or owned by H2M and used by H2M to store chemicals used by H2M employees. The inspection checklist provided in Appendix D.

Discipline/office safety representatives have the responsibility of ensuring that all labels that fall off or become unreadable are immediately replaced and that applicable SDSs have been provided for each hazardous material present.

Individual employees have the responsibility of informing their safety representative of any labels that have fallen off or become unreadable. However, only the discipline/office safety representatives should make the determination as to which label should be used for the correct replacement of missing or damaged labels.

3.0 HAZARD EVALUATION PROCEDURES

H2M's chemical inventory is comprised of the collection of (SDSs) corresponding to all hazardous chemicals known to be present in H2M's office spaces or storage areas. The H&S manager maintains an inventory of all SDSs for all chemicals stored at an H2M location or used or handled by H2M employees. Copies of the relevant SDSs can be reviewed from the SDS database accessible through the corporate intranet. Physical copies of chemical inventories can also be found at each storage location.

Due to the nature of H2M's work, as consulting architects, engineers and scientists, it is not feasible to keep an inventory of all hazardous chemicals that may be stored at all potential work sites and client locations that H2M employees may visit in the course of their duties. However, SDSs for chemicals handled by H2M employees either at an H2M facility or at an offsite location must be included in the chemical inventory.

Hazardous chemicals can cover a variety of physical forms including liquids, solids, gases, vapors, fumes, and mists. Therefore, training in hazardous chemical recognition and procedures for all H2M employees expected to perform field duties is a crucial step in the success of H2M's hazard communication plan. Anyone that may come into contact with any of the hazardous chemicals listed needs to know what those chemicals are and how to protect themselves. That is why it is so important that hazardous chemicals are identified, whether they are found in a container or generated in work operations.

4.0 CHEMICAL STORAGE AREAS

Storage of hazardous chemicals at H2M office locations is to be permitted only in specifically designated areas, as determined by the H&S manager. A list of all chemical storage areas is provided in Appendix B along with the identity of the office manager or safety representative responsible for its proper maintenance, also as determined by the H&S manager.

5.0 LABELING AND OTHER FORMS OF WARNING

Commercially supplied chemical container labels will have at least the product identifier, appropriate hazard warnings, and the name and address of the manufacturer, importer or other responsible party. The same product identifier is found on both the label and the SDS. The product identifier used by the supplier may be a common or trade name, or a chemical name.

The existing labels on incoming containers of hazardous chemicals are not to be removed or defaced. Discipline/office safety representatives have the responsibility of ensuring that all labels that fall off or become unreadable are immediately replaced

The discipline/office safety representative responsible for each specific H2M location is responsible for ensuring the proper labeling of all chemical containers stored or shipped from their location. These safety representatives also have the responsibility of determining whether the quantity of hazardous materials being stored at their specific facilities are in sufficient volumes to require reporting to a government agency. In this eventuality, the safety representative responsible for that specific location shall make the required reporting and inform the H&S manager. Please refer to Appendix A for the names of individuals with specific roles in the management of this plan and their contact details.

If an employee transfers a chemical from a labeled container to a portable container that is intended only for their immediate use, no labels are required on the portable container. However, each safety representative should discourage this practice where feasible because of the additional burden of determining proper disposal considerations for temporary containers and excess chemicals if not fully used. It is H2M's policy to maintain all hazardous chemicals and materials in their original containers as much as is feasible.

As H2M does not manufacture any chemicals, all containers that store hazardous materials or chemicals are labeled with the name and hazards associated with the chemical according to the Globally Harmonized System (GHS) of labeling requirements. H2M does not currently store any large quantities of hazardous chemicals.

6.0 SAFETY DATA SHEETS

SDSs are fact sheets for chemicals which pose a physical or health hazard in the workplace. SDSs provide our employees with specific information on the chemicals they use.

Employees planning to store a new chemical in an H2M location, including storage facilities, must first inform and receive permission from their safety representative and provide them with the applicable SDS. It is then the responsibility of the safety representative to ensure that a copy of the SDS is available from the corporate intranet and a printed copy is available from the designated book of SDSs to be kept in each storage area. New chemicals may not be stored in any of H2M's locations, including storage areas, unless the appropriate SDS has been provided to and approved by the discipline / office safety representative. It is then the responsibility of that safety representative to inform any office manager(s) with responsibilities to that office location and H&S manager.

The procedures to be followed for reviewing incoming SDSs for new or significant health and safety information are as follows:

- Whenever a chemical or hazardous material is considered for use or storage, the SDS must first be reviewed to ensure that H2M has suitable facilities and procedures to safely store the chemical and that directly affected employees are qualified to use this hazardous material.
- The safety representative must ensure that all chemicals are properly stored according to federal and local regulations and according to requirements as listed on the relevant SDS. The safety representative also ensures that all necessary signage is in place in chemical storage areas in order to properly communicate hazards to affected employees.
- The safety representative must ensure that only properly trained and equipped personnel use or handle hazardous materials.

If it is believed that additional information is required, the H&S manager will contact the chemical manufacturer or vendor.

The designated binders with SDSs, kept in each storage area, will be available for any employee or their representatives to view. Affected employees may also view all SDSs from the SDS database, accessible through the corporate intranet.

7.0 EMPLOYEE INFORMATION AND TRAINING

Everyone who works with or is potentially "exposed" to hazardous chemicals will receive initial training and any necessary retraining on the Hazard Communication Standard and the safe use of those hazardous chemicals by either the H&S manager, discipline/office safety representative or other competent person.

“Exposure” means that “an employee is subjected to a hazardous chemical in the course of employment through any route of entry (inhalation, ingestion, skin contact or absorption, etc.) and includes potential (e.g. accidental or possible) exposure.”

Whenever a new hazard is introduced or an old hazard changes, additional training is provided. The discipline/office safety representative has the responsibility of informing the H&S manager whenever a new hazard is introduced or an old hazard changes so that additional training can be provided to affected employees.

Information and training is a critical part of the hazard communication program. We train our employees to read and understand the information on labels and SDSs, determine how the information can be obtained and used in their own work areas, and understand the risks of exposure to the chemicals in their work areas as well as ways to protect themselves. Employees are trained in methods to assess the risks and identify the hazards involved in working with any chemical or entering a chemical storage area. Employees are trained in the severity of the hazard associated with each chemical. Employees are trained as to which chemicals are labelled with the keywords “warning” and “danger.” Those chemicals labelled with “danger” are generally more hazardous as those labelled “warning.”

Our goal is to ensure employee comprehension and understanding which includes being aware of when they are exposed to hazardous chemicals, knowing how to read and use labels and SDSs, and appropriately following the protective measures we have established.

We ask our employees to ask questions. As part of the assessment of the training program, the H&S manager asks for input from employees regarding the training they have received, and their suggestions for improving it. In this way, we hope to reduce any incidence of chemical source illnesses and injuries.

All employees designated by their discipline leaders as having potential for exposure to hazardous chemicals will receive training for hazard communication at the time of their initial assignment, whenever new hazards are introduced to a work environment or at least every two years. Training takes place either onsite or in webinar format. The training may be carried out by the H&S manager or by another competent person, as directed by the H&S manager.

The training plan emphasizes these elements:

- Summary of the standard and this written program, including what hazardous chemicals are present, the labeling system used, and access to SDS information and what it means.
- Identification of risks and hazards related to specific chemicals used or handled by H2M employees.
- Chemical and physical properties of hazardous materials (e.g. flash point, reactivity and methods that can be used to detect the presence or release of chemicals).
- Physical hazards, including signs and symptoms of exposure, associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.
- Procedures to protect against hazards (e.g. engineering controls; work practices or methods to assure proper use and handling of chemicals; personal protective equipment required, and its proper use, and maintenance; and procedures for reporting chemical emergencies).
- The importance of wearing protective clothing such as long sleeves, pants, gloves, boots and protective eyewear for specific work assignments. Splashes and spills are a main concern with most chemicals and protective clothing may be sufficient to eliminate these risks by preventing contact with the skin or body.

To the extent possible, before or during a job site visit, employees will be provided brief but specific training by a trained and experienced employee on the location and uses of all hazardous materials at the site as well as proper prevention methods and handling procedures.

When non-routine tasks arise, or work is to begin on a new job site that may involve types of hazards for which employees have not been specifically trained, the discipline/office safety representative has the responsibility to assist employees in identifying potential hazardous materials that may be present on the job site and how to protect themselves.

7.1 Employee Involvement

In order to promote employee involvement in the hazard communication program, H2M has established the following programs:

- Safe + Sound Week – An annual week of safety related events in which employees are invited to attend. All meetings will be available by teleconference for those employees that cannot physically attend. At any of the planned meetings, classes or events, employees will have the opportunity to voice an opinion, make a suggestion that will be open for discussion or ask any safety related question.
- The corporate safety intranet page has a suggestion box function that allows employees to anonymously report safety issues to which they would like to bring attention.
- All employees are welcome to voice an opinion, make a suggestion or ask any safety related question at any point. Employees interested in raising a safety-related issue may reach out to their department safety representative, the corporate H&S manager or safety committee chair at any point in person, by phone or by email.

Subcontractors of H2M and employees of other companies that share H2M office space are also encouraged to take part in all of the above employee involvement measures.

8.0 MULTI-EMPLOYER FACILITY

When contractors or any other employer's workers (i.e. painters, electricians or plumbers) will be working at an H2M workplace, the relevant discipline/office safety representative will provide the workers and their employer(s) with access to the SDSs for any chemical to which the employees may encounter while working at an H2M facility.

The relevant safety representative or office manager will be responsible for providing a site orientation meeting with any employees working at an H2M location in which hazardous chemicals are being stored and where there is potential for contact with those chemicals. The purpose of the site orientation meeting is to train all employees in specific risk or hazard identification processes. All aspects of this hazard communication plan shall apply to subcontractors of H2M and employees of other companies that share H2M office space.

Each contractor bringing chemicals on-site must provide H2M with the appropriate hazard information on these substances, including the SDSs, appropriate labeling and the precautionary measures necessary when working with these chemicals.

APPENDIX A

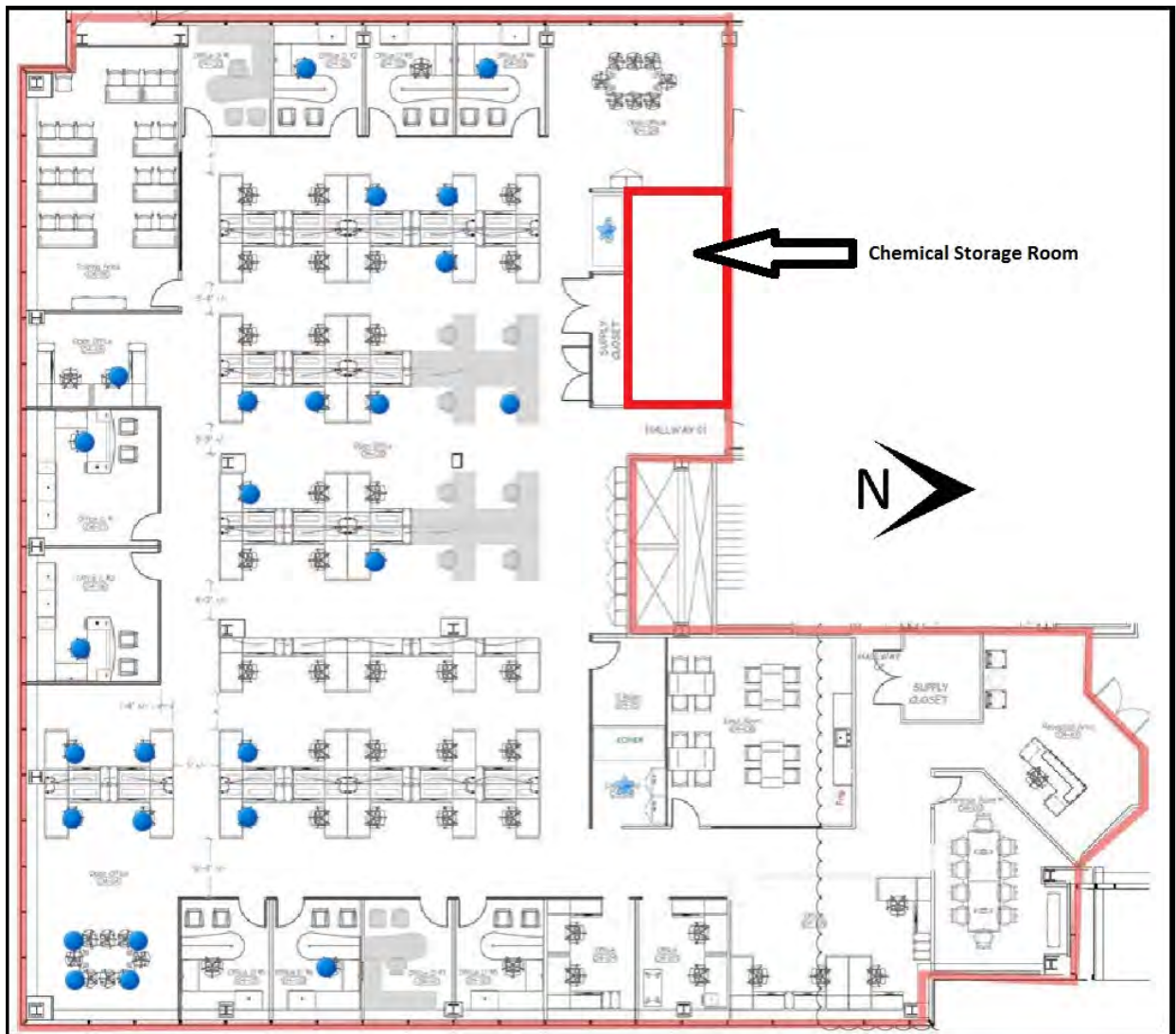
Division Representatives / Safety Leaders:

Please refer to the corporate intranet for an updated list of all Safety Representatives

APPENDIX B**Chemical Storage Areas at H2M Facilities**

Chemical Storage area at 290 Broad Hollow Road, Suite 400E, Melville, NY 11747

Safety committee representative responsible for the maintenance of the 290 Broad Hollow Road chemical storage area: Mr. Kevin Taylor



Chemical Storage area at 119 Cherry Hill Road, Suite 100, Parsippany, NJ

Safety committee representative responsible for the maintenance of the 119 Cherry Hill Road chemical storage area: Ms. Sui Leong



APPENDIX C**Inspection Checklist for Chemical Storage Areas**

This inspection checklist is primarily intended for use by office managers or safety representatives performing inspections of chemical storage areas, as required in this hazard communication plan.

This checklist is not intended to be exhaustive and applicable to any and all situations. This checklist was created on the understanding that it is highly unlikely that any large quantities of hazardous chemicals will be stored at any H2M facility or that special storage considerations will be required. If the discipline/office safety representative encounters conditions at an H2M facility that they believe may require amendments or additions to this checklist, they have a responsibility to report it to the H&S manager and to any relevant safety representative.

		Yes	No
1	The SDS book is present, accessible and undamaged?	✓	X
2	An SDS is present in the book for all chemicals physically present at the time of inspection?	✓	X
3	All containers are appropriately labeled?	✓	X
4	Food, beverages and unnecessary clutter are absent from chemical storage areas?	✓	X
5	Floors, aisles and exits are unobstructed?	✓	X
6	Outside hallways are uncluttered?	✓	X
7	All chemicals are stored appropriately (incompatibles separated)?	✓	X
8	All chemicals are present in quantities not required to be reported to a government agency?	✓	X
9	If chemicals are present in quantities that necessitate reporting to a government agency,	✓	X
	Is the necessary reporting properly documented?	✓	X
	Are the chemicals properly stored? For example, are any of the following required: locked access doors, additional ventilation, emergency secondary storage?	✓	X
10	Have fire extinguishers been provided? Are the fire extinguishers properly maintained?	✓	X
11	Are gas cylinders secured and stored appropriately?	✓	X
12	Have empty and full gas cylinders been separated?	✓	X
13	Are all electrical outlet covers in place and in good condition?	✓	X
14	Are all electrical cords in good condition?	✓	X
15	Are electrical cords out of foot traffic areas?	✓	X

APPENDIX D

Responsibilities for Specific Employee Roles under H2M's Hazard Communication Plan**RESPONSIBILITIES OF THE HEALTH AND SAFETY MANAGER**

- Program coordinator.
- Reviewing and updating the program as necessary.
- Updating the chemical inventory as necessary and as informed of new materials by safety representatives.
- Collecting, compiling, and addressing employee comments and suggestions.
- Collecting and compiling lists of materials stored that meet government agency reporting criteria. This information is to be assessment and reported to the H&S manager by the safety representatives.
- Providing training directly or appoint another competent person to provide training to all employees on such topics as the necessity of good labeling, chemical container inspection upon delivery and chemical storage.
- Training coordination and record keeping including training certificates issued by H2M.
- Contacting a chemical manufacturer or vendor if it is believed that additional chemical information is required.

RESPONSIBILITIES OF THE SAFETY REPRESENTATIVE

- Generally responsible for the organization of the chemical storage area to which they are assigned by the Safety Committee. Organizational duties include inspections of the chemical storage areas. These inspections should include any storage areas within an H2M office space as well as any offsite storage facilities rented or owned by H2M and used by H2M employees.
- Ensuring proper labeling of all chemical containers that are stored at or shipped from an H2M location.
- Reviewing SDSs of new chemicals and providing approvals for their storage in H2M chemical storage areas.
- Making the determination as to whether the quantities of hazardous materials being stored at H2M facilities are in sufficient quantities to require reporting to a government agency. In this eventuality, the safety representative shall make the required reporting and inform the H&S Manager.
- Discouraging employees from transferring a chemical from a labeled container to a portable container intended only for their immediate use. While no labeling would be required for the temporary container, the practice should be avoided where feasible.
- Informing the H&S manager whenever a new hazard is introduced or an old hazard changes that may necessitate additional employee training
- Providing / arranging for a suitable site orientation meeting with any employees (including subcontractors and employees of other companies) working at an H2M location in which hazardous chemicals are being stored.
- When non-routine tasks arise, or work is to begin on a new job site that may involve types of hazards for which employees have not been specifically trained, the safety representative has the responsibility to brief employees on the specific hazardous materials that will be present on the job site and how to protect themselves.
- Ensuring that all chemicals are properly stored according to federal and local regulations and according to requirements as listed on the relevant SDS.
- Ensuring that all necessary signage is in place in chemical storage areas in order to properly communicate hazards to affected employees.
- Ensuring that only properly trained and equipped personnel use or handle hazardous materials.
- Ensuring that outside contractors bringing chemicals onto an H2M facility provide the appropriate hazard information, including the SDSs, appropriate labeling and the precautionary measures, when necessary.

RESPONSIBILITIES OF THE OFFICE MANAGER

- Being informed and knowledgeable about any hazardous materials, including new materials, being stored at your specific H2M facility including any offsite storage facilities rented or owned by H2M and used by H2M employees.
- Providing other employer's workers (i.e. painters, electricians or plumbers) working at an H2M facility with access to the SDSs for any chemical to which employees may be exposed while working at that H2M facility including any offsite storage facilities rented or owned by H2M and used by H2M employees.
- Providing / arranging for a suitable site orientation meeting with any employees (including subcontractors and employees of other companies) working at an H2M location in which hazardous chemicals are being stored.
- In some cases, the office manager for a location may also be the discipline safety representative, in which case they also have the same responsibilities as above.

RESPONSIBILITIES FOR THE HUMAN RESOURCES DEPARTMENT

- Check and review anonymous safety-related feedback provided by employees through the online portal. Take necessary actions where appropriate.

RESPONSIBILITIES FOR ALL H2M EMPLOYEES

- Attending the required hazard communication training sessions.
- Reading and understanding this hazard communication plan.
- Informing the relevant safety representative of any labels that have fallen off or become unreadable. It must be noted that only the manager should make the determination of which label should be used for correct replacement of missing or damaged labels.
- Informing the relevant safety representative of any missing SDSs.



References

For 90+ years, H2M has inspected water storage tanks for a multitude of clients throughout New York State. The references below are a testament to the firm's successful project track record.

New York State Office of General Services (NYSOGS)

Nicole Cheplowitz, P.E., Team Leader
36th Floor, Corning Tower, Empire State Plaza, Albany, NY 12242
(518) 473-4999, nicole.cheplowitz@ogs.ny.gov

Westchester Joint Water Works

Frank Arcara, Chief Water Treatment Operator
1625 Mamaroneck Avenue, Mamaroneck, NY 10543
(914) 698-3500, farcara@wjww.com

Bethpage Water District

Michael Boufis, Superintendent
25 Adams Avenue, Bethpage, NY 11714
(516) 931-0093, mboufis@bethpagewater.com



H2M will invoice for professional services based on the actual percentage of work completed associated with each task on a monthly basis. Based on the scope of work presented in this RFP, we propose to complete the work in conjunction with the following lump sum breakdown.

► **Lump Sum Breakdown**

Task	Description	Fee Type	Cost
1	On-Site Tank Inspection	Lump Sum	\$8,750.00
2	Tank Inspection Report	Lump Sum	\$5,650.00
Total Fee			\$14,400.00

► **Hourly Rate Schedule 2025**

Should additional services be required by the City, H2M will invoice this effort on hourly rates of enumeration.

Classification	Hourly Rate
Principal-in-Charge	\$325.00/hr.
Senior Discipline Engineer (Vice President)	\$266.25/hr.
Senior Discipline Engineer (Associate)	\$239.50/hr.
Water Engineer	\$217.50/hr.
Coatings Inspector III	\$173.00/hr.
Coatings Inspector II	\$164.00/hr.
Coatings Inspector I	\$108.25/hr.
Department Manager - Coatings	\$260.75/hr.
Assistant Department Manager - Coatings	\$143.25/hr.

► **Expenses**

Expense	Cost
Mileage for personal or company-owned utility vehicle	.70 cents per mile or IRS min
Reproduction Documents:	
8 1/2" x 11" Black & White	\$0.08/page
8 1/2" x 11" Color	\$0.30/page
11" x 17" Black & White	\$0.15/page
11" x 17" Color	\$0.50/page
Other Direct Expenses (including subcontractors)	Cost plus 10%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No):												
INSURED H2M Architects + Engineers 538 Broad Hollow Road, 4th Floor East Melville, NY 11747	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Hartford Underwriters Insurance Company</td><td>NAIC # 30104</td></tr><tr><td>INSURER B: Sentinel Insurance Company, Ltd.</td><td>11000</td></tr><tr><td>INSURER C: Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER D: Property & Casualty Ins Co of Hartford</td><td>34690</td></tr><tr><td>INSURER E: MSIG Specialty Insurance USA Inc.</td><td>34886</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104	INSURER B: Sentinel Insurance Company, Ltd.	11000	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Property & Casualty Ins Co of Hartford	34690	INSURER E: MSIG Specialty Insurance USA Inc.	34886	INSURER F:	
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INSURER E: MSIG Specialty Insurance USA Inc.	34886												
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 754461931**REVISION NUMBER:** 24-25

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														
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D	☒ 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	20WBGAT3285	1/1/2025	1/1/2026	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
E	Professional Liability			MSTAEC00032	1/1/2025	1/1/2026	<table><tr><td>Per Claim Aggregate</td><td>2,000,000 2,000,000</td></tr></table>	Per Claim Aggregate	2,000,000 2,000,000												
Per Claim Aggregate	2,000,000 2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

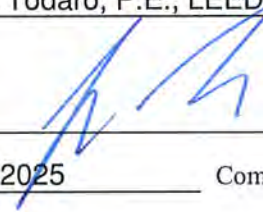
AUTHORIZED REPRESENTATIVE

APPENDIX A

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT
Certification Pursuant to Section 103-g of the New York State General Municipal Law

- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
- 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Joseph J. Todaro, P.E., LEED AP BD+C Title: Vice President

Signature: 

Date: August 28, 2025 Company Name: H2M architects + engineers

Subscribed and sworn to Joseph J. Todaro, P.E., LEED AP BD+C Vice President
Name of Affiant Title of Affiant

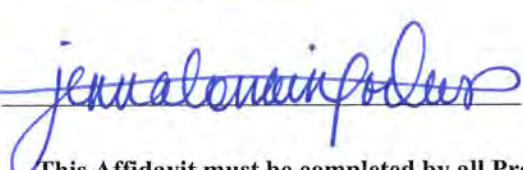

Signature of Affiant (in blue ink)

before me this 28th day of August, 2025

Affix Notary Seal or Stamp below

Notary Public of NEW YORK

My commission expires: 12/8/26

Notary Signature: 

JENNA LORRAIN PORTEUS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PO6316016
Qualified in Suffolk County
Commission Expires December 08, 2026

This Affidavit must be completed by all Proposers and submitted with Proposal.

APPENDIX B

NON-COLLUSION BIDDING AFFIDAVIT

Professional Services related to the City Water Storage Tank Inspections

RFP No. 12.25

City of Newburgh, New York

STATE OF: NEW YORK)

) SS:

County of: Suffolk)

I, Joseph J. Todaro, P.E., LEED AP BD+C of the Town, Village, City of Farmingdale
in the County of Nassau and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, an officer of the firm of H2M architects + engineers

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by H2M architects + engineers

Contractor Name

Subscribed and sworn to Joseph J. Todaro, P.E., LEED AP BD+C Vice President
Name of Affiant *Title of Affiant*

Signature of Affiant

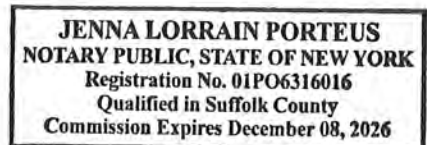
before me this 28th day of August, 20 25

Affix Notary Seal or Stamp below

Notary Public of NEW YORK

My commission expires: 12/8/24

Notary Signature: Jenna Lorrain Porteus



This Affidavit must be completed by all Proposers and submitted with Proposal.

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C	
	2 Business name/disregarded entity name, if different from above. H2M architects + engineers	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 538 Broad Hollow Road, 4th Floor East	Requester's name and address (optional)
6 City, state, and ZIP code Melville, NY 11747		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

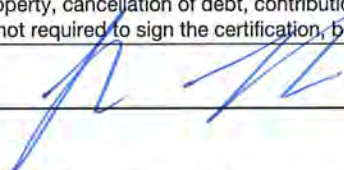
Social security number								
			-				-	
or								
Employer identification number								
1	1	-	2	2	3	5	6	0 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date August 28, 2025
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



architects + engineers



BUILDING COMMUNITIES SINCE 1933



*ENTERPRISE CAPABILITIES

H2M will invoice for professional services based on the actual percentage of work completed associated with each task on a monthly basis. Based on the scope of work presented in this RFP, we propose to complete the work in conjunction with the following lump sum breakdown.

► **Lump Sum Breakdown**

Task	Description	Fee Type	Cost
1	On-Site Tank Inspection	Lump Sum	\$8,750.00
2	Tank Inspection Report	Lump Sum	\$5,650.00
Total Fee			\$14,400.00

► **Hourly Rate Schedule 2025**

Should additional services be required by the City, H2M will invoice this effort on hourly rates of enumeration.

Classification	Hourly Rate
Principal-in-Charge	\$325.00/hr.
Senior Discipline Engineer (Vice President)	\$266.25/hr.
Senior Discipline Engineer (Associate)	\$239.50/hr.
Water Engineer	\$217.50/hr.
Coatings Inspector III	\$173.00/hr.
Coatings Inspector II	\$164.00/hr.
Coatings Inspector I	\$108.25/hr.
Department Manager - Coatings	\$260.75/hr.
Assistant Department Manager - Coatings	\$143.25/hr.

► **Expenses**

Expense	Cost
Mileage for personal or company-owned utility vehicle	.70 cents per mile or IRS min
Reproduction Documents:	
8 1/2" x 11" Black & White	\$0.08/page
8 1/2" x 11" Color	\$0.30/page
11" x 17" Black & White	\$0.15/page
11" x 17" Color	\$0.50/page
Other Direct Expenses (including subcontractors)	Cost plus 10%

RESOLUTION NO.: 209 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH ZIFF DAVIS LLC AND SPICEWORKS
FOR HELP DESK MANAGEMENT SOFTWARE AND RELATED SERVICES**

WHEREAS, Ziff Davis, LLC and its subsidiary Spiceworks offers a subscription-based platform supporting the management of the City of Newburgh information technology help desk services; and

WHEREAS, the cost for the services is \$480.00 for one year with such funding being derived from A.1680.0453 - Dues and Subscriptions; and

WHEREAS, the City Council finds that entering into an agreement with Ziff Davis, LLC and Spiceworks for the Spiceworks Cloud Help Desk Premium Plan is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Ziff Davis, LLC and Spiceworks for the Spiceworks Cloud Help Desk Premium Plan to support the City of Newburgh's IT Help Desk service.

Invoice

Spiceworks Ziff Davis

Invoice number 5L6IZLF5-0001
Date of issue August 6, 2025
Date due September 5, 2025

Spiceworks Ziff Davis
360 Park Ave S
New York, New York 10010
United States
subscriptions@spiceworks.com
EU OSS VAT EU372080031

Bill to
City of Newburgh
83 BROADWAY
NEWBURGH, New York 12550-5617
United States
cmohammed@cityofnewburgh-ny.gov

Ship to
City of Newburgh
123 GRAND ST
NEWBURGH, New York 12550-4678
United States

\$480.00 USD due September 5, 2025

[Pay online](#)

Description	Qty	Unit price	Amount
Spiceworks Cloud Help Desk Premium Plan Aug 6, 2025 – Aug 6, 2026	8	\$60.00	\$480.00
Sales Tax calculated by Avalara	1	\$0.00	\$0.00
Subtotal			\$480.00
Total			\$480.00
Amount due			\$480.00 USD

Accounting: 512-346-7743 or AR@spiceworks.com

Remittance Address (for check payments only):
Spiceworks, Inc.
P.O. Box 411612
Boston, MA 02241-1612

To pay by wire or ACH:
Bank Name: Bank of America
Address: P.O, Box 15284 Wilmington, DE 19850
Account name: Spiceworks, Inc.
Account: 466007913433
Routing number ACH/EFT: 011000138
Routing number DOM. WIRES: 026009593
SWIFT: BOFAUS3N (U.S DOMESTIC) BOFAUS6S (FOREIGN CURRENCY)

Effective May 2025

Note: The Ziff Davis Terms of Use have been updated. Please review the updated Terms of Use carefully before using the Ziff Davis Services. By using any of the Ziff Davis Services, you consent to the terms of the updated Terms of Use.

PLEASE READ THESE TERMS OF USE (“**TERMS**”) CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND, TOGETHER WITH ALL THE OTHER TERMS AND CONDITIONS REFERRED TO BELOW, FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND (ZIFF DAVIS, LLC) REGARDING YOUR USE OF THE ZIFF DAVIS, LLC WEBSITE(S) AND OTHER SERVICES.

THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

SECTION 17 CONTAINS AN IMPORTANT NOTE TO NEW JERSEY CONSUMERS.

IF FOR ANY REASON, YOU ARE UNABLE OR UNWILLING TO AGREE TO ALL OUR TERMS OF USE, PLEASE IMMEDIATELY STOP USING OR ATTEMPTING TO USE OUR WEBSITE AND OTHER SERVICES, BECAUSE IF YOU CONTINUE, YOU WILL BE AGREEING TO EVERYTHING IN OUR TERMS OF USE.

1. General

These Terms govern your use of the interactive websites, mobile and connected applications, software, and all other online interactive features and services, including, but not limited to, emails, newsletters, forums, communities, sweepstakes and contests (collectively, the “**Services**”) operated by Ziff Davis, LLC and its subsidiaries (collectively “**Ziff Davis**” “**we**” “**us**” or “**our**”). Additional terms and conditions of use applicable to specific areas of the Services may also be posted in such areas and, together with these Terms, govern your use of those areas and are referred to collectively as the “**Agreement.**”

These Terms cover the following Ziff Davis websites and mobile applications:

- **Ziff Davis**
- **AskMen, AskMen Canada, AskMen UK, AskMen Australia**
- **PCMag, PCMag UK, PCMag Australia**
- **Lifehacker**

- **Geek**
- **ExtremeTech**
- **TechBargains**
- **Mashable**
- **Offers.com**
- **Credit Cards Explained**
- **CouponCodes.com**
- **Black Friday**
- **The Black Friday**
- **Deals of America**
- **Best Gifts**
- **Mashable Shop**
- **RetailMeNot**
- **IGN, IGN Canada, IGN UK, IGN Australia**
- **Spiceworks**
- **Spiceworks Community**
- **Spiceworks Ziff Davis (SWZD)**
- **Aberdeen Strategy & Research**
- **B2B Ideas**
- **IT ResearchOnline**
- **ReadITQuik**
- **TechHubBox**
- **Technology-Signals**
- **Ziff Davis Performance Marketing**
- **CNET**
- **ZDNET**

Applications:

- RetailMeNot
- IGN Core
- IGN Playlist
- TechBargains

We reserve the right, in our discretion, to change or modify all or any part of the Agreement at any time, effective immediately upon notice published on this page. Your use of the Services constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Ziff Davis as permitted above. Please be sure to review the Agreement periodically to ensure familiarity with the most

current version. If at any time the terms and conditions of the Agreement are no longer acceptable to you, you should immediately cease all use of the Services. It is your responsibility to refer to the Agreement upon accessing the Services.

COPPA: The Services are directed to teenagers and adults and are not directed to children under the age of 13. You must be 13 years of age or older to use the Services outside of the European Union and European Economic Area, and 16 years of age or older in the European Union and European Economic Area. Ziff Davis complies with the Children's Online Privacy Protection Act and does not permit registration by, and will not knowingly collect personally identifiable information from, anyone under 13. By registering for any Services, you represent and warrant that you are 13 years of age or older or, if you reside in the European Union or European Economic Area, 16 years of age or older. Additionally, you must provide true, accurate and complete registration information to become a member of the Services ("Member"). Creating a Member account if you are under the age of 13 outside of the European Union and European Economic Area or 16 in the European Union and European Economic Area, under automated means or under false or fraudulent pretenses constitutes unauthorized use of the Services, and such accounts will be deleted by Ziff Davis.

As part of the registration process, you may be asked to select a username and password and you will be responsible for keeping your password secure and for all activities occurring under your username.. We may refuse to grant you a username that impersonates someone else, violates or infringes on the trademark or proprietary rights of a third party, or is vulgar, offensive, or otherwise inappropriate, as determined by us in our sole discretion. You agree that your username and password is personal to you and should not be used to provide access to the Services to any other person or entity.

By using the Services, you agree to: (a) provide accurate and complete information about yourself as prompted by the registration form for a Service ("**Registration Data**"), (b) maintain and promptly update the Registration Data to keep it accurate and complete, and (c) maintain the security of your password. In the event you compose a profile upon registering for the Services (a "**Member Profile**"), such profile must describe you, an individual person. Examples of inappropriate profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual who is not you.

Access to the Site and Services:

Ziff Davis strives to allow access to the Site 24 hours a day, 7 days a week, apart from necessary maintenance operations and possible breakdowns. Ziff Davis is only bound by an obligation to make every effort to provide access to the Site and the Services and cannot be held responsible, and declines all responsibility, for any and all inaccessibility of the Site, interruption or temporary stoppage of Services. This could occur and would not be a violation of its contractual obligations under these terms and

Conditions or its legal obligations, in particular in terms of the security of personal data, and this, whatever their nature (including without limitation computer viruses, unlawful intrusion into an automated data processing system, temporary stoppage of the service, etc.).

Ziff Davis cannot guarantee the continuity of the Site, its permanence, or its compatibility with your operating system or your browser. You acknowledge that you are solely responsible for the proper functioning of your equipment.

For Shopping Services:

Certain Ziff Davis sites allow you to purchase products ("Products"). Such Products and pricing on the sites may change at any time without prior notice to you. You agree that you will only purchase Products on the sites for your own use and enjoyment or as a gift for another person, that all information you submit through the sites is complete, accurate, current and true and that you are not barred from receiving Products under applicable law. Some Products you purchase may be used or contain used parts. Certain software or other materials that you purchase through the sites may be subjected to further export controls. You agree to comply with all applicable export and re-export restrictions, laws and regulations and will not encourage, assist, or authorize the transfer of such products to a prohibited country in violation of law, rule or regulation. Please be advised that an order confirmation to you does not signify acceptance of your order, nor does it constitute confirmation of an offer to sell. At any time after receipt, your order may be accepted, declined, or quantity restrictions or other limits may be placed on your order for any reason. If you are charged for an order that has been canceled, you may seek a refund for the full amount of the canceled portion of such order. While we strive to make all information on the sites as accurate as possible, we do not warrant that Product descriptions or other content is accurate, complete or error free. Promotions and availability of products are subject to change and we cannot confirm the availability or price of an item until you place your order. For more information please see our return policy. Please also be advised we do not operate a call center.

Participation; Adding and Using Vouchers and Discount Codes:

Members are encouraged to play an active role on the Site and have the possibility of posting Discount Coupons, Refund Offers on the Site as well as publishing Opinions concerning their online shopping experiences on merchant sites, subject to compliance with the conditions described in this Agreement.

Coupons and discount codes may be added by Members of the Site. Their distribution is subject to validation. Members of the Site undertake to add coupons or discount codes with as much detail as possible and not to add personalized coupons or discount codes (i.e. a code for the single use of the person). Ziff Davis reserves the right to modify and delete the voucher at any time.

The use of vouchers and discount codes implies that the user of the Site clicks on the buttons “Display the code and launch the site” or “display the site” or even on the graphic banner of the Site. These buttons/links cause the opening in a new browser window of the merchant site receiving the reduction voucher you have selected. After each use of a code or discount voucher, the Site invites you to indicate the correct or incorrect functioning using the interface provided for this purpose. We also invite you to leave a comment to provide additional information. These notices will allow us to remove invalid discount codes.

Under no circumstances can Ziff Davis be held liable for comments made by the Member on the Site. The Member acknowledges under the terms of the terms and conditions to be solely responsible for the opinions left on the Site. The Member undertakes that said opinions shall not infringe the rights and legitimate interests of a third party. The Member therefore guarantees Ziff Davis against any recourse based on his remarks and to bear all the costs resulting from this recourse. These costs include in particular any damages owed by Ziff Davis in respect of said action as well as attorney’s fees and court costs.

For RetailMeNot Cash Back Services:

General. By participating in a RetailMeNot Online Cash Back Rewards Offer and/or In-Store Cash Back Rewards Offer (each, a “Promotion”), you agree to be bound by these Cash Back Rewards and Wallet Terms (these “Promotion Terms”) in addition to the rest of the Ziff Davis Terms of Use and privacy policies. In the event of a conflict between these Promotion Terms and the Ziff Davis Terms of Use, these Promotion Terms will control. All features may not be available and RetailMeNot reserves the right, in its sole and absolute discretion, to terminate, end or cancel any Promotion or other program at any time and without prior notice. Such termination shall not incur any obligations, consequences, or liabilities, including but not limited to compensation or payback, on the part of Ziff Davis.

Definitions.

“Activated Rewards Offer” is defined as a Rewards Offer for a Promotion that has been initiated by you but is not yet completed. In-Store Cash Back receipt scanning Rewards Offers may activate when you submit a Receipt after a Qualifying Transaction during the Promotion Period. For other Rewards Offers, activating such Rewards Offer requires at a minimum clicking the Promotion Link or Link Cash Back Button, and may require additional steps as described on the Promotion Landing Page.

“Approved Reward” is defined as a Reward offered under an Activated Rewards Offer for which RetailMeNot has determined that you: (1) met the eligibility requirements; (2) completed the required purchase(s); and (3) satisfied all other applicable conditions in order for the Reward to become eligible for redemption.

“Bonus Reward” is defined as a bonus Reward offered to certain RetailMeNot members who complete a qualifying activity or who meet certain criteria, as defined in a Rewards Offer Card or Promotion Landing

Page, in addition to or in combination with offers for Online Cash Back Rewards, or In-Store Cash Back Rewards.

“Excluded Items” is defined as with regard to RetailMeNot services, any and all items that fall within categories, if any, specified on the Promotion Landing Page or in the Rewards Offer Card (e.g., the “details” section) as being excluded from the Minimum Purchase Amount. The determination of whether particular purchases fall within an excluded category will be determined at RetailMeNot’s sole discretion. If you are unsure whether a desired item falls within an excluded category, check the details section of the applicable Rewards Offer Card and direct any questions to our “**Contact Us**” form prior to making your online purchase.

“In-Store Cash Back Rewards” is defined as Rewards that RetailMeNot provides after receiving a Receipt from Qualified Transaction, excluding amounts for returned or canceled purchases, and may sometimes be referred to as “In-Store Cash Back” or “In-Store Cash Back Rewards” on the RetailMeNot website or app, or on the Promotion Landing Page.

“Link Cash Back Button” is defined as a virtual button provided on the Promotion Landing Page or Rewards Offer Card that allows you to activate a Rewards Offer. In some cases, clicking the Link Cash Back Button may also direct you to the Merchant’s website.

“Merchant” is defined as the merchant that is specified on the Promotion Landing Page.

“Minimum Purchase Amount” is defined as the amount specified on the Promotion Landing Page as the minimum purchase amount from the Merchant that is required to be eligible for the applicable Rewards Offer. The Minimum Purchase Amount excludes discounts/promos, store points/rewards programs, tax, tip, fees, and any amount used to purchase Excluded Items.

“Number of Rewards Offers per Person” is defined as (a) for Online Cash Back Rewards, a limit of twenty (20) Rewards Offers in the aggregate under all RetailMeNot Promotions in any calendar month and a limit of seven (7) Rewards per Merchant in any calendar month and (b) for In-Store Cash Back Rewards, a limit of fifteen (15) Rewards Offers in the aggregate under all RetailMeNot Promotions in any calendar month, unless otherwise specified in the Promotion Landing Page.

“Online Cash Back Rewards” is defined as Rewards that RetailMeNot tracks through your Internet browser (e.g., tracking cookies), excluding amounts for returned or canceled purchases, and may sometimes be referred to as “Online Cash Back” on the RetailMeNot website or app, or on the Promotion Landing Page.

“Promotion Landing Page” is defined as the website or app page that describes the Promotion and links to these Promotion Terms.

“Promotion Link” is defined as the hyperlink provided on the Promotion Landing Page of an Online Cash Back Rewards Offer that directs you to the Merchant’s website.

“Promotion Period” is defined as the period beginning on the start date specified on the Promotion Landing Page and ending at the earlier of (1) the time that all of the Total Rewards Offers available during Promotion have been claimed or (2) the end date specified on the Promotion Landing Page. The Promotion Period may be shortened or extended at RetailMeNot’s discretion. All start and end dates are based on Central Standard Time, unless otherwise indicated.

“Qualifying Transaction” is defined as a purchase that is (a) in an amount greater than the Minimum Purchase Amount; (b) from a participating Merchant; (c) in connection with a Rewards Offer; (d) made via an Online Cash Back Rewards Offer or submitted through a Receipt; and (e) in RetailMeNot’s sole discretion, satisfies all of the Promotion Terms.

“Receipt” is defined as a proof of purchase from an in-store Qualifying Transaction with a Merchant during the Promotion Period. To be eligible for an In-Store Cash Back Reward, the Receipt must (i) be in US dollars and (ii) clearly display the date; Merchant name; receipt number or other identifier specific to that Merchant, that Qualifying Transaction and on that applicable date; the item(s) purchased; the item price; and total amount spent on the item(s). The Receipt must clearly display all required information and meet any other specified terms to be eligible for an In-Store Cash Back Reward, including terms displayed on the Promotion Landing Page or Rewards Offer Card. All decisions regarding whether to issue a Reward and/or accept a Receipt are in RetailMeNot’s sole discretion.

“Redemption Process” is defined as the steps you must take, as specified by RetailMeNot in its sole discretion, in order to redeem Approved Rewards. A minimum approved balance of \$5.01 is required for redemption (the “Minimum Redemption Amount”). The Redemption Process is further described below.

“Reward” is defined as a reward given by RetailMeNot to you for fulfilling the requirements of the Promotion, as specified on a Promotion Landing Page and Rewards Offer Card.

“Rewards Offer” is defined as an offer for a Reward.

“Rewards Offer Card” is defined as the area of a website page or app that describes a Rewards Offer and may include the Link Cash Back Button, a details section, and a link to a Promotion Landing Page.

“Rewards Wallet” is defined as the user interface associated with your RetailMeNot account that will show Activated Rewards, Approved Rewards, and related information.

“Third-party Service Providers” is defined as any vendor, contractor or other entity (and their officers, employees, agents or subcontractors) engaged by Ziff Davis or its affiliates to perform services or functions on Ziff Davis’s behalf in connection with the Services including, without limitation, hosting and

infrastructure, content-delivery networks, payment and billing, analytics and tracking, email and messaging platforms, customer-support operations, marketing and advertising, and other data-processing or technical services. Third-Party Service Providers may access, collect, transmit or store personal or non-personal data as reasonably necessary to provide such services.

“Total Rewards available during Promotion” or “Total Rewards Offer” is defined as the limited quantity of Rewards available under the Promotion, as specified on the Promotion Landing Page if the quantity is limited.

Eligibility. Promotions are available to individual users of RetailMeNot who are residents of the United States and at least eighteen (18) years of age. Participation in any Promotion and the opportunity to earn Rewards from any Promotion are offered at the sole discretion of RetailMeNot. Purchases for resale or commercial use are excluded from eligibility. Further, Reward earnings are subject to adjustment to reflect any returns or cancellations of Qualifying Transactions. In any calendar month, you are limited to the Number of Rewards Offers per Person and the amount that may be earned, in the aggregate under all RetailMeNot Rewards Offers, may be limited.

How to Earn RetailMeNot Cash Back Rewards. Online Cash Back Rewards. To earn Rewards pursuant to a Rewards Offer for Online Cash Back Rewards, you must: (1) during the Promotion Period, click on the Promotion Link right before making an online purchase via the Merchant’s website; (2) complete the online purchase in an amount equal or greater to the Minimum Purchase Amount; and (3) satisfy any and all other conditions specified on the Promotion Landing Page. Upon verification that your purchase qualifies and that you have satisfied applicable requirements, the Reward specified for the applicable Rewards Offer will be considered an Approved Reward. YOU MUST CLICK ON THE PROMOTION LINK FOR THE REWARDS OFFER DURING THE SAME SHOPPING SESSION THAT YOU COMPLETE YOUR PURCHASE FROM THE MERCHANT. THE PURCHASE MUST BE MADE IN US DOLLARS. IF YOU VISIT OTHER SITES BEFORE COMPLETING YOUR PURCHASE, OR IF YOU USE COUPON CODES NOT PROVIDED BY RETAILMENOT, YOUR PURCHASE MAY BE ASSOCIATED WITH A SERVICE OTHER THAN RETAILMENOT AND YOU MAY NOT BE ELIGIBLE FOR THE REWARD(S). YOU MUST NOT ENABLE AN AD BLOCKER OR OTHERWISE DISABLE COOKIES ON YOUR COMPUTER, BECAUSE COOKIES ARE USED TO AUTHENTICATE YOUR PURCHASE.

RetailMeNot In-Store Cash Back Rewards. To earn Rewards pursuant to a Rewards Offer for In-Store Cash Back Rewards by submitting a Receipt, you must: (1) Activate the Rewards Offer, if applicable; (2) complete the required purchase via a Qualified Transaction; (3) submit a valid, readable Receipt through the Promotion Landing Page in accordance with the stated terms; and (4) satisfy any and all other conditions specified on the Promotion Landing Page or Rewards Offer Card.

If you complete the obligations in Sections 4(b)(i) and 4(b)(ii) and the Reward Offer is still available, the Reward specified for the applicable Reward Offer will be considered an Approved Award.

RetailMeNot Receipt Scanning. You agree to at all times provide accurate and complete information to RetailMeNot. You agree not to: submit a Receipt that is false, inaccurate, fabricated, counterfeited, incomplete, tampered with, adjusted, or otherwise inauthentic for the purpose of seeking to claim a Reward; redeem, or attempt to redeem, a Reward for products that have not actually been purchased, or for products that have been returned; submit or attempt to submit a Receipt that has already been submitted or used by you or another user; or submit Receipts outside of a Promotion Period, or for a purchase that took place prior to or after the launch date of a Rewards Offer.

RetailMeNot may, in its sole discretion, extend or shorten the redemption period for a Rewards Offer.

As between you and RetailMeNot, the determination as to what transactions are Qualifying Transactions shall be made by RetailMeNot in its sole discretion.

Bonus Rewards. From time to time, RetailMeNot may offer a Bonus Reward to certain RetailMeNot members who complete a qualifying activity or who meet certain criteria, as defined in a Rewards Offer Card or Promotion Landing Page, in addition to or in combination with offers for Online Cash Back Rewards or In-Store Cash Back Rewards. For example, RetailMeNot may offer certain Bonus Rewards to new members who earn an Online Cash Back Reward for the first time or earn certain Online Cash Back Rewards for the first time. In order to earn a Bonus Reward, you must satisfy all criteria set forth for earning the Bonus Reward as well as the requirements of these Promotion Terms during the promotion period for the Bonus Reward. RetailMeNot, in its sole discretion, may adjust the promotion period and/or the bonus amount for Bonus Reward, at any time, without notice. All decisions by RetailMeNot are final and binding on you. Bonus Rewards are a limited time offer and all criteria must be satisfied within the dates of the Promotion.

Returns, Approvals, and No Ownership. For any Rewards Offer, if you return or exchange the items purchased, complete your purchase before or after the Promotion Period, initiate a purchase that results in a chargeback, or fail to satisfy a Minimum Purchase Amount, or any other conditions specified on the Promotion Landing Page or Rewards Offer Card, RetailMeNot reserves the right to invalidate or withdraw all or part of the Rewards Offer, or reclaim Reward earnings. The determination of whether or not a purchase qualifies for the Rewards Offer and whether applicable conditions have been satisfied is at the sole discretion of RetailMeNot. In the event of a dispute, you may be required to provide your order confirmation as proof of purchase. Order confirmations must be provided within six (6) months from the purchase date to qualify for this review. The timing of when RetailMeNot will issue an Approved Reward will vary based on a number of factors. These factors may include the type of Promotion pursuant to which a Reward is offered and your account activity as a member of RetailMeNot. RetailMeNot reserves the right,

in its sole discretion, to determine the order and timing in which to process its confirmation of eligible purchases. Rewards may be limited where participation exceeds the Total Rewards Offers available during Promotion or in other cases, as determined by RetailMeNot in its sole discretion. RetailMeNot also reserves the right, in its sole discretion, to reevaluate Approved Rewards, at any time, without notice, including, but not limited to, whether purchases qualify for the Promotion and whether applicable conditions have been satisfied, and RetailMeNot, in its sole discretion, may adjust or withdraw any Rewards Offers or any Approved Rewards (or reclaim Reward earnings), at any time, without notice. All decisions by RetailMeNot are final and binding on you.

Participating in a Rewards Offer does not give you ownership or any other legal claim to any Reward unless and until RetailMeNot, in its sole discretion, determines that you have met all eligibility criteria and fulfilled all requirements for the Promotion and you have completed the Redemption Process. Rewards Offers are provided solely by RetailMeNot and are not underwritten or funded by any other third party. You may not make any claims for Rewards Offers against Merchants or any other third party. Notwithstanding that Rewards Offers may include offers of cash, prior to redemption, Rewards Offers and Approved Rewards have no monetary value and you may not obtain any money or any other thing of value for any Approved Reward or participation in any Rewards Offer unless and until you complete the Redemption Process and a payment has been issued by RetailMeNot for Approved Rewards.

Wallet and Redeeming Rewards. Approved Rewards will be shown in the RetailMeNot Rewards Wallet. You have no vested rights in Approved Rewards unless and until you complete the Redemption Process. If your RetailMeNot account is terminated by RetailMeNot, as provided in these Promotion Terms or the Terms of Use, or if you elect to close your RetailMeNot account, you will no longer be permitted to access the Rewards Wallet or redeem Approved Rewards shown therein. You may redeem Approved Rewards for cash using PayPal or Venmo.

Redeeming for cash to Paypal or Venmo. In order to redeem Approved Rewards for cash via PayPal or Venmo, you must: (1) have or create a PayPal or Venmo Account that is linked to the phone number or email address, where applicable, that RetailMeNot has on file for you; (2) navigate to the “My Rewards” section of your account, click “Redeem Rewards”, and then click either “Paypal” or “Venmo”, as applicable; and (3) perform any actions specified in the RetailMeNot app or website, as modified from time to time in the sole discretion of RetailMeNot. For example, such actions may include, but are not limited to, authenticating your account by providing a US based cell phone number with SMS capabilities, re-entering a password, and clicking the appropriate link or button. Once you have completed the required steps to redeem Approved Rewards, RetailMeNot will issue a payment to the PayPal or Venmo Account, as applicable, that is linked to the email address, or phone number, as applicable, that you provided RetailMeNot at the time you created your account. An email or text message, where applicable, will be sent to that email address or phone number, where applicable, confirming that the payment has been issued.

Generally, redemption of an Approved Reward will result in the issuing of payment within minutes, but in some cases may require a longer time period. RetailMeNot is not responsible for lost or stolen payments or for delivery of payments to the wrong PayPal or Venmo account.

If an account has not been credited with a Qualifying Transaction in the previous 12 months, it may be deemed an Inactive Cash Back Account. Accounts which meet this criteria will be debited a monthly maintenance fee in the amount of the lesser of \$2.00 or the current account balance. Maintenance fees will not draw the account balance below \$0.00. Maintenance fees will be assessed until the account balance reaches \$0.00 or the account becomes an active cash back user again.

Forced Redemptions. You are responsible for ensuring compliance with any limitations or requirements specified by RetailMeNot from time to time, including, but not limited to, requirements not to redeem Approved Rewards that exceed amounts specified by RetailMeNot. RetailMeNot reserves the right, in its sole discretion, from time to time, to cause the redemption of Approved Rewards, in whole or in part, and issue payments to the PayPal or Venmo account linked to the email address or phone number that you provided RetailMeNot at the time you created your account, but RetailMeNot undertakes no obligation to do so under any circumstances. You hereby authorize RetailMeNot to perform any such redemptions and issue any such payments to the PayPal or Venmo account linked to the email address or phone number that you provided RetailMeNot at the time you created your account, automatically and without further action by you.

Abuse and Cancellations. RetailMeNot reserves the right to cancel, suspend and/or modify a user's account, entire Promotion, or any part of it, or the payment of any Rewards amounts at any time without obligation or notice to you, including, without limitation, if any fraud, technical failures, limit of available Rewards, gaming, human error or any other factor impairs the integrity, availability or proper functioning of the Promotion, as determined by RetailMeNot in its sole discretion. Without limiting anything in these Promotion Terms or the Terms of Use, RetailMeNot reserves the right, in its sole discretion, to disqualify, terminate or suspend the participation in any Promotion, or otherwise prevent future participation, of any individual it finds, or reasonably suspects, to be tampering with the operation of a Promotion (including by submitting or attempting to submit fraudulent or ineligible Receipts) or to be acting in violation of the Promotion Terms or any promotion, or in behaving in an unethical, dishonest, deceptive or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, RetailMeNot reserves the right to seek damages from any such person to the fullest extent permitted by law. RetailMeNot shall not be liable to you for any suspension, modification or termination of a Rewards Offer, Approved Rewards, or the Promotion program.

Use of any automated means or more than one account is prohibited and will result in disqualification. In the event of any dispute as to the qualification of potential recipients of a Reward, the authorized account

holder of the email address or phone number provided to RetailMeNot at the time the account was created will be deemed the qualified Reward recipient. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential recipient of Rewards may be required to show proof of being an authorized account holder.

If your account remains inactive for 24 months, RetailMeNot reserves the right to permanently close the Account at which time the cash back rewards will be considered expired and will no longer be eligible for redemption. Before closing the Account, RetailMeNot will attempt to alert you to the fact that your account may be shut down due to inactivity.

Premium Services: Certain Services provided by Ziff Davis require registration and payment (such Services are referred to collectively as the “**Premium Services**”). You are responsible for paying any and all charges relating to your Premium Services account, including without limitation, periodic subscription fees (the initial fee and automatic renewals). You grant to Ziff Davis’ third party payment processor(s) permission to charge your credit card (or other approved payment mechanism) to pay for all such charges. The Premium Service subscription fee will be billed at the beginning of your subscription and on each annual, quarterly or monthly renewal thereafter, dependent on the original subscription term selected at registration, unless you cancel at least ten (10) days prior to the renewal date pursuant to the process set forth below.

If Ziff Davis does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your card issuer agreement governs your use of your designated card in connection with the Premium Services, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. **YOU, AND NOT ZIFF DAVIS, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, EVEN IF THEY WERE NOT AUTHORIZED BY YOU.**

For CNET Cash Back and Rewards Services

Acceptance of terms. By using the Services, you acknowledge that you have read and understood these terms and conditions, and that you agree to be legally bound by all of them. You also acknowledge that you have had an opportunity to review and agree to the terms of our Privacy Policy. If you do not agree to all of these terms and conditions, you may not participate in or use the Services.

Eligibility. You represent and warrant that you are at least eighteen (18) years of age. If you are under age eighteen (18), you may not, under any circumstances or for any reason, use the Services.

Rewards. The Services enable you to access and earn rewards, subject to the guidelines herein (“Services”). CNET offers users opportunities to earn cash back on their purchases from Merchants activated by the creation of trackable links (“Links”) for a Merchant as a way to incentivize the purchase and promotion of

the Merchant's products. Links are configured to track and attribute transactions to you so that you may earn a reward if you or someone to whom you send a Link completes a qualifying transaction with a Merchant. The CNET cashback program is an incentive and promotional program.

Some transactions may not earn rewards or may earn at a rate different from the rate indicated by the Service. You are not guaranteed to earn a reward from a transaction for several reasons, without notice to you, including, without limitation:

- Merchants may alter terms, conditions, or commission rates.
- Merchants may discontinue their programs.
- Merchants may exclude certain products from Reward eligibility.
- Merchants may have technical failures which result in transactions failing to be tracked or attributed to you.
- Links may fail to function properly.
- Links may be disabled by web browsers or ad blockers.
- Merchants may reject transactions due to suspected policy violations.
- Other: charge-backs, product returns, accounting error, Merchant non-payment, fraudulent transactions, our inability to contact you to validate transactions, your inappropriate distribution of Links, or your failure to comply with Merchant policies.

If the Merchant pays less than the expected amount or does not pay a commission for the transaction, we reserve the right, in our sole discretion, to adjust or cancel the reward. Furthermore, we reserve the right, in our sole discretion, to withhold, cancel or adjust the amount of any reward, for any reason at any time. By using the Services, you accept this condition. CNET may assign its rights and obligations hereunder to any person, including any affiliate, without your consent.

Payout timing. We only provide a reward to you after a transaction is successfully tracked and completed, after we receive payment for that specific transaction from the Merchant, and after you accrue the Minimum Redemption Amount (as defined below). Merchants usually have holdback periods during which they hold a pending payment (for example, until the expiration of a return policy and/or until a service is consumed). Rewards remain in a pending state until we receive payment from the Merchant for the associated transaction. After we receive payment and you have accrued the Minimum Redemption Amount, you may request to redeem your rewards.

Payout Threshold. A minimum approved balance of \$10.00 is required for redemption (the "Minimum Redemption Amount"). This amount may change from time to time, in our sole discretion, without notice to you. If your balance is below the Minimum Redemption Amount, rewards will be stored in a record on your account and may be subject to a Dormant Account Fee (as defined below). Once you have accrued the Minimum Redemption Amount, rewards may be redeemed for third-party merchant gift cards. Use of a

third-party merchant gift card at a selected merchant will be subject to such merchant's and/or the gift card issuer's own terms of service.

Coupons. Some rewards may include coupons, discounts or promotions from Merchants ("Offers"). We do not guarantee that Merchants will honor Offers. Offer codes may be expired or invalid. Offers may not be eligible for your transaction, based upon exclusions, terms and conditions determined by Merchants. Offers are not redeemable for any value with CNET.

Dormant accounts. If you have pending rewards and your account has no new activity (defined as the earning of a pending reward) for a period of one hundred and eighty (180) days, we reserve the right to assess a monthly Dormant Account Fee of up to \$5.00 USD, until such time as your reward balance reaches \$0.00, to recover the cost associated with maintenance of the account. Any Dormant Account Fee we apply may or may not be displayed in your user dashboard. If your account has no new activity for a period of twelve (12) months, we reserve the right to void any remaining balance of rewards in your account.

Tax. You are solely responsible for independently assessing and complying with all relevant tax and legal requirements. We shall not provide you with tax or legal advice.

Cookies. Some Merchants may place cookies (or other tracking beacons) on your device to recognize your device during a subsequent visit. If you, or those clicking on your shared Link, block or delete cookies, tracking and attribution may be inoperable, in which case no reward shall be earned.

Third-Party Services. We do not endorse, warrant or guarantee the products, services or content of Merchants or other third parties. We are not an agent, broker or otherwise responsible for any Merchant's activities, policies, products or services.

For Spiceworks and Lead Generation Related Services:

Except as otherwise set forth herein, the Service is made available to you for: (a) your personal use; (b) your internal business use; or (c) if you are a Managed Service Provider ("MSP"), or Value Added Reseller ("VAR"), use in connection with the commercial support of your customers, in compliance with all applicable laws, rules, and regulations. If you want to make any other commercial use of the Service, including but not limited to selling, distributing, or providing access to the Service for payment, you must enter into a separate written agreement with Spiceworks or obtain Spiceworks' written permission in advance.

Access to and use of portions of the Service may require you to open an account (including setting up a Spiceworks ID and password). To register, you must provide a valid email address as a Spiceworks ID. You are entirely responsible for maintaining and promptly updating your registration data to keep it accurate and complete. You are entirely responsible for maintaining the confidentiality of your account information,

including your password, and for any and all activity that occurs under your account. You agree to notify Spiceworks immediately of any unauthorized use of your account or password, or any other breach of security. However, you will be responsible for losses incurred by Spiceworks or any other user of the Service due to someone else using your Spiceworks ID, password, or account.

You, not Spiceworks, has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all your data, and Spiceworks is not responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any of this data. You will not knowingly send or store spam, unlawful, infringing, obscene, or libelous material, or viruses, worms, Trojan horses, and other harmful code.

You may not use anyone else's Spiceworks ID, password, or account at any time without the express permission and consent of the holder of that Spiceworks ID, password, or account. Spiceworks cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

If you choose to complete a Spiceworks user profile, a project page, or a profile page, you agree to accurately represent yourself, your background and experience, your work history and company affiliation, your certifications and areas of expertise, and any other personal or company information you chose to share. You also agree not to impersonate any person, company, or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person, company, or entity.

Please notify us immediately of any compromise or unauthorized use of your account by emailing security@spiceworks.com. We also have a Help and Support Center where security bulletins are posted.

You are solely responsible for the photos, profiles, messages, notes, text, information, music, videos, plugins, source code, computer software, and other content that you upload, publish, submit, share, link to, or display (hereinafter, "**post**") on or through the Service, or transmit to or share with other Members (collectively the "**User Content**"). You understand and agree that Spiceworks may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation User Content that in Spiceworks' sole judgment violates the Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members, users, or others. Spiceworks reserves the right to disclose any information or take any action necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to protect the rights, property, or safety of Spiceworks, its users, and the public. You understand and agree that you may be exposed to such matters and that you waive your right to any damages (from any party) related to such exposure. When you post

User Content, you shall be subject to any posted guidelines and/or rules applicable to the Spiceworks online community, including, but not limited to, the **Spiceworks Community Rules & Guidelines**, which may be updated from time to time. Spiceworks does not represent or endorse the accuracy or reliability of any User Content or other material posted on any interactive area or elsewhere on the Services and you acknowledge that any reliance upon such User Content or other material shall be at your sole risk. Any User Content or other material placed on any interactive area by users represents the views of the user posting the statement, and does not represent the views of Spiceworks. You also hereby grant each Member or user a non-exclusive license to access the User Content you post through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform that content as permitted through the functionality of the Service and the Site and under the Agreement. Notwithstanding the foregoing, to the extent your User Content consists of data inputted by you or your users into the Web-based Offering, the Desktop, or through use of a Tool for the purpose of facilitating your use of the applicable Web-based Offering, the Desktop, or the Tool, the licenses set forth in the preceding two paragraphs are limited to Spiceworks' use of that data for your benefit (e.g., to make available or support your use of the Web-based Offering, Desktop, or Tool), in aggregated, anonymized, or de-identified form that does not identify you or your company individually and for other uses required by law.

If you download, install, or access the Desktop or Tools, the following provisions apply to you.

License. The Desktop and Tools are licensed, not sold, to you for use only under the terms of the Agreement. Subject to the terms and conditions of and your ongoing compliance with the Agreement, including without limitation payment of the applicable fees (if any), Spiceworks hereby grants you a personal, limited, revocable, non-exclusive, non-transferable license to download, install, and use the Desktop or Tools on equipment or compatible devices owned or controlled by you or your Consenting Users, and in each case solely for your personal, non-commercial use, or, if you are an entity rather than an individual, to allow your employees and contractors to use the Desktop for the sole benefit of you and your Consenting Users, if each of those employees or contractors has agreed to and is bound by the Agreement. **“Consenting Users”** means individuals who have authorized you to use the Desktop or Tools in connection with and install any related components on equipment or compatible devices that they own or control for the purposes of collecting Collected Data and who have agreed to be bound by the terms of the Agreement.

The scope of the license granted under the preceding paragraph does not include the right to use the Desktop or Tools in connection with, in any manner, the following types of information: (a) payment card information or any information governed under the Payment Card Industry Data Security Standard; (b) “nonpublic personal information” as the term is defined in 15 U.S.C. § 6809 or other information subject to any applicable financial privacy law; (c) protected health information, as the term is defined in 45 C.F.R. 160.103; (d) Social Security numbers; or (e) with regard to the processing of personal data subject to Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of

individuals with regard to the processing of personal data and on the free movement of such data, “sensitive” personal data. The foregoing data constitutes “Prohibited Data.”

Automatic Updates. The Desktop or Tools may communicate with Spiceworks’ servers to check for available updates to the software, such as bug fixes, patches, enhanced functions, missing plugins and new versions. During this process, the Desktop or Tools may send Spiceworks a request for the latest version information. By installing the Desktop or Tools, you hereby agree to automatically request and receive updates from Spiceworks’ servers.

Some personal firewall programs may be configured in such a way as to prevent the Desktop or Tools from receiving these updates. If the computer on which you install the Desktop or Tools is so configured, it may be necessary for you to make an exception entry in the configuration of the personal firewall program to allow the Desktop or Tools to successfully install and receive these updates. If you have comments on the Service or ideas on how to improve it, please send email to support@spiceworks.com.

For IGN Services:

When using IGN Services, you shall be subject to any posted guidelines or rules applicable to such Services, including but not limited to the [Comment Culture and Moderation](#) and [Community How To’s and FAQ’s](#) policies which can be found under [IGN Community Central](#). All such guidelines or rules are hereby incorporated by reference into these Terms. Ziff Davis currently provides IGN users with access to a variety of Services, including but not limited to, community boards, user pages, wikis, and blogs. Unless explicitly stated otherwise, any new features or services shall be subject to the Agreement. In order to use certain Services, you will be required to register with IGN.

Customer Service. For questions about IGN or the IGN Plus service, please visit the [IGN FAQ](#) or contact [IGN Support](#).

Payment Obligation and Credit Card Authorization. You are responsible for paying any and all charges relating to your Premium Services account, including without limitation, periodic subscription fees (the initial fee and automatic renewals). You grant to Ziff Davis’ third party payment processor(s) permission to charge your credit card (or other approved payment mechanism) to pay for all such charges. The Premium Service subscription fee will be billed at the beginning of your subscription and on each annual, quarterly or monthly renewal thereafter, dependent on the original subscription term selected at registration, unless you cancel at least ten (10) days prior to the renewal date pursuant to the process set forth below.

For IGN Plus, payment must be made by Visa, MasterCard, American Express, PayPal or other options as listed on the relevant commerce platform. For the PC Mag Premium Service, payment must be made by Visa, MasterCard, American Express or Discover. If Ziff Davis does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your card issuer agreement

governs your use of your designated card in connection with the Premium Services, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT ZIFF DAVIS, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, EVEN IF THEY WERE NOT AUTHORIZED BY YOU.

Renewal and Cancellation of Your Subscription. You grant to Ziff Davis' third party payment processor(s) permission to automatically renew your subscription and charge your account up to seven (7) days prior to the day on which your subscription is scheduled to end. You acknowledge and agree that the authorization to charge your credit card or other payment mechanism for the Premium Services shall automatically transfer to any successors or assigns of the Premium Services for substantially similar services at the same property. You may not assign or transfer your subscription to any other person or entity. You must be at least 18 years old (or have the permission of a credit card holder who is) to subscribe for Premium Services.

Cancellation of IGN Plus. For the IGN Plus, you may "opt out" of this automatic renewal by visiting your **Account Settings** or the **IGN Support**. All fees, charges and sales are final. Once charged to your credit card, the payments are nonrefundable, except in cases of demonstrated fraud, which will be determined at Ziff Davis' sole discretion. You acknowledge that canceling your subscription for any reason will not immediately terminate access to the IGN Plus and Ziff Davis will not refund the remaining portion of your subscription. Your subscription will remain open until the paid period expires.

Trial Memberships. Ziff Davis may occasionally offer promotional trial memberships to IGN Plus at special discounted prices. If you sign up for a trial membership, you will be automatically renewed at the normal subscription rate for IGN Plus at the end of the trial period, unless you cancel at least twenty-four (24) hours before the end of the trial. You must cancel prior to the end of your trial to avoid charges to your credit card. We will continue to bill your credit card for the IGN Plus at the standard IGN Plus rate and renewal term thereafter, dependent on the original subscription term selected at registration, until you cancel. For information about canceling your IGN Plus subscription, visit the **IGN Support Center**.

ZIFF DAVIS RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND/OR BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT, OR SERVICES PROVIDED BY ZIFF DAVIS, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING ON THE APPLICABLE ZIFF DAVIS SERVICES. ZIFF DAVIS MAY ADDITIONALLY PROVIDE NOTICE OF BILLING CHANGES VIA EMAIL. YOUR CONTINUED USE OF THE PREMIUM SERVICES FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. ZIFF DAVIS IS NOT RESPONSIBLE FOR ANY FAILURE TO CANCEL YOUR SUBSCRIPTION EITHER IN WRITING BY EMAIL OR LETTER OR THROUGH THE WEBSITE. YOU AGREE AND ACKNOWLEDGE THAT ZIFF DAVIS SHALL NOT BE RESPONSIBLE FOR ANY ADJUSTMENTS,

REFUNDS OR ACCOUNT OVERSIGHTS THAT YOU HAVE NOT SUBMITTED TO US AS DESCRIBED IN THESE TERMS WITHIN 60 DAYS OF SUCH OCCURRENCE OR LACK THEREOF.

Termination of Your Subscription. You acknowledge that Ziff Davis, in its sole discretion, may terminate your user ID, password, account (or any part thereof) or use of the Premium Services for a variety of reasons, including, without limitation, if Ziff Davis believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. Ziff Davis may also, in its sole discretion, at any time discontinue providing the Premium Services, or any part thereof, with or without notice. You agree that any termination of your access to the Premium Services under any provision of the Agreement may be effected without prior notice, and acknowledge and agree that Ziff Davis may immediately deactivate or delete your account and/or bar any further access to the Premium Services. If your account is terminated by Ziff Davis, it will not be automatically renewed and access will be terminated, without refund. Further, you agree that Ziff Davis shall not be liable to you or any third-party for termination of your access to the Premium Services. YOU AGREE AND ACKNOWLEDGE THAT ZIFF DAVIS SHALL NOT BE RESPONSIBLE FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS PAST SIXTY (60) DAYS OF SUCH OCCURRENCE.

Subscriber Information. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Premium Services registration process. You must promptly inform Ziff Davis of any of the following: changes in the expiration date of any credit card used in connection with the Premium Services; changes in home or billing address; and apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an ID or password. You agree to notify Ziff Davis immediately upon learning of any potential breach of your Premium Services account.

Use Restrictions. The material and content on the Premium Services is for the private, non-commercial enjoyment of Premium Services Members only. Any other use is strictly prohibited. Ziff Davis spends a great deal of time and money to obtain the information appearing on our sites. You agree that you will not intentionally or unintentionally copy, publish, or in any way make available publicly any news, pictures, interviews, features, or any other information, content or materials from the Premium Services, without express written permission from Ziff Davis. You agree that if you do so, Ziff Davis reserves the right to cancel your subscription to the Premium Services immediately without refund. Additionally, reuse of copyrighted information (including but not limited to pictures, interviews, features, videos, audio, etc.) will be prosecuted to the fullest extent of the law.

2. Your Use of Content

You acknowledge that the Services contain information, software, articles, reviews, content, photographs, audio and video clips, graphics, links, logos, trademarks, the “look and feel” of our websites, applications

and software and other material (collectively, the **“Content”**) protected by copyright, trademark and/or other proprietary rights of Ziff Davis or third parties. All Content on the Services is protected by applicable copyright laws. You agree to comply with all copyright laws and any copyright notices, information, or restrictions contained in any Content available on or accessed through the Services. Users of the Services may use the Content only for their personal, noncommercial use. Businesses, organizations or other legal entities may not become Members, and are not permitted to use the Services for any purpose, including but not limited to collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of, or linking to, the Services or users on the Services. **Please refer to our [Linking Policy](#) for more information on linking and use of Content.**

Except as expressly permitted, you may not (i) modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display, adapt, aggregate, sell, transfer or in any way exploit any of the Content, code or Material (defined below), in whole or in part, (ii) use any robot, spider, site search and/or retrieval application, or other device to crawl, scrape, database scrape, screen scrape, harvest, gather, extract, retrieve or index any portion of the Services, or (iii) use any text, code, image, audio, video, or other content from any portion of the Services (a) for data set creation, analysis, or manipulation (including activities sometimes called “data mining,” “text and data mining,” or “TDM”) and/or (b) in connection with the development or operation of any software program, including but not limited to any artificial intelligence or machine learning model, software, or process (such as training, fine-tuning, embedding, and the like), either directly or indirectly, including through a third party (including use of a third-party dataset created in any part by prohibited means). Content consisting of downloadable or web-based software may not be reverse engineered unless specifically authorized by the owner of the software’s patent and/or copyright. You also agree not to circumvent, disable or otherwise interfere with any security related features of the Services or the Content, including features that prevent or restrict use or copying, or that enforce limitations on use.

You may not probe, scan, or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures of the Service or any network connected to the Service. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Service, or any other customer, including any account not owned by you, to its source, or exploit the Service or any service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Service. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person’s use of the Service. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Service or any service offered on or through the Service. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity. You may not use the

Service or any Content for any purpose that is unlawful or prohibited by these Terms of Use, to solicit the performance of any illegal activity, or for other activity that infringes our rights or others.

You may only post on the Services content owned by you (such as your original statements or video clips), content for which you have received express written permission from the owner and content in the public domain (collectively, the **“Material”**). You assume all risk and responsibility for determining whether any Material is in the public domain. You hereby grant, transfer and assign to Ziff Davis and its affiliates, successors, assigns and licensees (collectively, **“Licensee”**) a fully-paid, royalty-free, irrevocable, perpetual, worldwide right and license to publish, distribute, reproduce, transmit, use, translate, display, perform, modify, revise, create derivative works of and archive the Material, in any form or media now known or hereafter developed (including without limitation in print, magnetic or electronic form), including, but not limited to, as part of the Services or in support of the Services through advertising or marketing, on any number of occasions in any form, and to sublicense third parties (including other users of the Services) to do any of the foregoing with further right of sublicense (the **“License”**), without credit, payment or compensation to you and without seeking further permission from you. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence and that the exercise by Licensee of Licensee’s rights under the License shall not violate any laws, defame or libel any person, invade any person’s right of privacy or publicity or otherwise violate, misappropriate or infringe the rights of any person (including but not limited to any copyright or moral right). You agree that you are solely responsible for the Material that you post on the Services or transmit to others and agree that you will not hold Company responsible or liable for any materials or content you access or receive from other users of the Services.

You may download, copy and make any personal, non-commercial use of the Content and use that is expressly permitted by the United States Copyright Act of 1976, as amended (**“Copyright Act”**) and not prohibited by any section of the Copyright Act or by any other applicable law, rule or regulation; provided, however, that you maintain all copyright and other notices contained in such Content; and provided further that you shall not store electronically any significant portion of any Content.

To the extent that you provide us with any suggestions, feedback or other information relating to our business or the Services (including, but not limited to, suggested new products or services or improvements to existing products and services), such information is provided to us on a non-confidential and unrestricted basis, and you hereby grant to the Licensee (as defined above) a non-exclusive, worldwide, perpetual, royalty-free, fully transferrable and sublicensable right and license to reproduce, display, distribute, use and fully exploit such suggestions, feedback and information. For questions regarding use of Content please email Brand_Licensing@ziffdavis.com.

3. Rules of Conduct

Ziff Davis has the right, but not the obligation, to investigate any illegal and/or unauthorized use of the Services and appropriate legal action may be taken, including without limitation, civil, and injunctive relief. While utilizing the Services, you may not:

- Use the Services for any commercial purpose, to distribute any advertising or solicitation of funds or goods and services, or to solicit users to join competitive online services;
- Post on the Services any links to any external Internet sites that are obscene or pornographic, or display pornographic or sexually explicit material of any kind as determined by Ziff Davis;
- Post or transmit through the Services any Material that violates or infringes another person's intellectual property rights (including, but not limited to, third party music, videos, photos or other materials where you do not have written authority from the owner to post or transmit such materials);
- Post or transmit any Material that contains any advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation as determined by Ziff Davis;
- Reformat, frame or mirror any portion of any web page that is part of the Service;
- Post Material containing restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Submit any Material that impersonates a person or entity, falsely implies sponsorship or endorsement of that Material by the Services, Ziff Davis and/or any third party, falsify or delete any author attributions in any Material, or promote any information that you know is false or misleading;
- Transmit any viruses, worms, defects, Trojan horses or other items of a contaminating or destructive nature through the Services or otherwise attempt to interfere with the proper working of the Service or the use and enjoyment of the Services by other users;
- Promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or videos or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Submit Material, or engage in any activity, that is libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful, or violates the rights of any third party (including their rights of privacy or publicity) or that promotes or encourages illegal activity, racism, bigotry, hatred, physical harm or discrimination of any kind against any group or individual; or
- Harvest or collect email addresses or other contact information of other users by electronic or other means.

The above is not a complete list of illegal and/or prohibited uses of the Service.

Use of the Services is subject to existing laws and legal processes. Nothing contained in the Agreement shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating

to your use of the Services.

4. Managing Content

Despite our rights outlined herein, you shall remain solely responsible for all Material you post. Ziff Davis has no obligation to evaluate, pre-screen and/or monitor the Material you post, however Ziff Davis reserves the right to edit or remove any Content or Material on the Services, in whole or in part, and to disclose any information or take any action necessary to satisfy any applicable law, regulation, legal process or governmental request or to protect the rights, property or safety of Ziff Davis, its users and the public. You understand and agree that you may be exposed to such matters and that you further waive your right to any damages (from any party) related to such exposure.

Ziff Davis has the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

- Restrict, suspend, or terminate your access to all or any part of our Services;
- Change, suspend, or discontinue all or any part of our Services;
- Refuse, move, edit or remove any Material for any reason;
- Refuse, move, edit or remove any Content that is available on the Services;
- Deactivate or delete your account(s) and all related information and files in your account(s);
- Disclose your identity or other information about you to any third party who claims that Material posted by you violates their legal rights, including, but not limited to, their intellectual property rights or their rights of privacy or publicity;
- Disclose your identity or other information about you to law enforcement officials upon request if Ziff Davis determines in its sole discretion that such disclosure is in the interest of protecting its users or the public;
- Establish general practices and limits concerning use of our sites and Services.

You agree that Ziff Davis will not be liable to you or any third party for taking any of these actions. You understand and agree that our Services may include communications such as advertisements, service announcements and administrative messages from us or from our partners, and that these are considered part of the Services.

5. Endorsement

ZIFF DAVIS MAY RECEIVE A COMMISSION, FEE AND/OR OTHER COMPENSATION ON SOME CLICKS OR PURCHASES MADE ON, THROUGH OR LINKED FROM THE SERVICES.

THIS MEANS ZIFF DAVIS MAY RECEIVE SOME FORM OF COMPENSATION THROUGH AN ARRANGEMENT IT HAS WITH A THIRD PARTY IF YOU (i) CLICK ON CERTAIN ADS OR LINKS ON OUR WEBSITES, EMAILS OR NEWSLETTERS, OR (ii) PURCHASE A PRODUCT OR SERVICE AFTER CLICKING A LINK.

Ziff Davis does not represent or endorse the accuracy or reliability of any Content or other material posted on any interactive area or elsewhere on the Services and you acknowledge that any reliance upon such Content or other material shall be at your sole risk. Any Content or other material placed on any interactive area by users represents the views of the user posting the statement, and does not represent the views of Ziff Davis.

The Services may contain links to sites on the Internet which are owned and operated by third parties (the “**External Site(s)**”). You acknowledge that Ziff Davis is not responsible for the availability of, or the content located on or through, any External Site, and that your use of such External Sites may be subject to a third party’s terms and conditions and/or privacy policy. Any third-party content or a link to a third-party site is not an endorsement of that content or third-party site. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

Typically, we do not directly sell, resell, or license any of the products or the services that we review, list, or advertise on our sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, are solely between you and that third party. All product and deal information such as discount, price and availability are believed to be accurate as of the time of publication and are subject to change. Please verify these details with the merchant site and check the merchant’s terms and conditions before you buy. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any product or service should be directed to the appropriate vendor. However, in the event we do sell, resell, or license products or services, any terms and conditions related to your purchase or license of such products and services from us or any affiliates will be accessible on the applicable site page.

Please note that we may allow certain manufacturers to license, use and/or reprint a Ziff Davis trademark, logo, or a review in whole or in part, in its own marketing materials and advertisements in exchange for a license fee.

6. Indemnification

You agree to indemnify, defend and hold Ziff Davis and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the “Ziff Davis Parties”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including attorneys’ fees) incurred by any Ziff Davis Party in connection with:

- Your use of, or connection to, our Services;
- Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;
- The content, the quality, or the performance of Material that you submit;
- Your violation of the Agreement or our privacy policies;
- Your violation of the rights of any other person or entity; or
- Your violation of any applicable laws, rules or regulations.

Ziff Davis reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Ziff Davis’ defense of such claim. You may not settle any claim covered by this indemnification provision without our prior written approval.

7. Termination of Service

Ziff Davis reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Services, including the discussion areas, at any time for any reason without prior notice or liability. Conversely, you may terminate your access to the Services at any time by immediately ceasing use of the Services. If you would like to delete a particular account on the Services, please review the [What Can I Do to Control My Information?](#) section of the applicable business privacy policy and use the contact instructions for the particular property where you wish to delete your account. Once your access terminates, you will have no right to use the Services. The terms of the Agreement shall survive any termination of your access. Ziff Davis may change, suspend or discontinue all or any aspect of the Services at any time, including the availability of any feature, database, or Content (including the discussion areas), without prior notice or liability.

8. Copyright Policy

You may not post, distribute, perform, display, transmit or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Ziff Davis has registered a designated agent with the Copyright Office pursuant to 17 U.S.C. §512(c).

If you believe that your work has been copied and posted on the Services in a way that constitutes copyright or trademark infringement, please notify the designated agent, Ziff Davis, LLC at 114 5th Avenue 15th Floor New York, New York 10011, Attn: Legal Department fax: (212) 503-5136, or by email: ZDLegal1@ziffdavis.com and insert "Terms of Use" in the subject line.

A notification of claimed infringement must include the following:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest;
- (b) a description of the copyrighted work(s) or trademark(s) that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located on the Services (including any additional identifying information such as URLs and post numbers to assist us in identifying the allegedly infringing material);
- (d) your address, telephone number, and email address;
- (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or trademark owner or authorized to act on the copyright or trademark owner's behalf.

If materials you have posted on the Services have been removed due to alleged infringement of a third party's intellectual property rights, Ziff Davis will notify you. If you believe your materials have been wrongly removed, you may file a counter-notification containing the following:

- (a) an electronic or physical signature of the person authorized to act on your behalf;
- (b) a description of the material that has been removed or to which access has been disabled and where the material was located online before it was removed or access to it was disabled;
- (c) a written statement by you that under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) your address, telephone number, and email address; and
- (e) a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the

service provider may be found, and that you will accept service of process from the person who provided notification under DMCA 512 subsection (c)(1)(c) or an agent of such person.

Upon Ziff Davis' receipt of such counter-notice, Ziff Davis will provide the complainant with your contact information so that you have the ability to resolve the issue. Please note that when we forward the counter-notification, it includes your personal information. If you are concerned about protecting your anonymity, please consult with an attorney about other options. If the matter has been resolved or the complainant does not seek a court order within the statutory time period, we generally will re-post the material.

Ziff Davis reserves the right to remove any materials or content alleged to be infringing without prior notice, at Ziff Davis' sole discretion, and without liability to you.

In appropriate circumstances, Ziff Davis will also terminate your account if you are determined to be a repeat infringer.

Any person who knowingly misrepresents that material is infringing or that material was removed or disabled by mistake or misidentification may be subject to liability.

9. Disclaimer of Warranties; Limitation of Liability

The Services and the Content are distributed on an "as is, as available" basis. None of Ziff Davis, third party vendors or content providers or their respective agents makes any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, with respect to the Services, any Content or any products or services sold through the Services. Neither Ziff Davis nor any third party content provider warrants that any files available for downloading through the Services will be free of viruses or similar contamination or destructive features. Neither Ziff Davis nor any third party content provider warrants that any of the goods or services linked to or advertised in the Services comply with data protection or other relevant legislation and Ziff Davis accepts no liability whatsoever for any claim arising from such goods or services.

You expressly agree that the entire risk as to the quality and performance of the Services and the accuracy or completeness of the Content is assumed solely by you and Ziff Davis cannot guarantee the continued availability of any particular component of the Services. You specifically acknowledge that Ziff Davis is not responsible or liable for any unauthorized access to or alteration of your materials, data or other transmissions entered into through the Services or for any threatening, defamatory, obscene, offensive or illegal Content or for conduct of any other party or for any infringement of another's rights.

ZIFF DAVIS SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. ZIFF DAVIS, ANY THIRD PARTY CONTENT PROVIDER AND THEIR RESPECTIVE AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF INFORMATION OR DATA, LOSS OF BUSINESS OR LOST PROFITS, LOSS OF REPUTATION OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, ZIFF DAVIS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS ANY WAY CONNECTED TO YOUR USE OF THE SERVICES, LIABILITY OF ZIFF DAVIS SHALL IN NO EVENT EXCEED THE GREATER OF (I) THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF THE SERVICES PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST ZIFF DAVIS, OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, YOU RELEASE ZIFF DAVIS FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE, AND AGREE TO HOLD ZIFF DAVIS HARMLESS IN CONNECTION WITH ANY SUCH DISPUTE.

Some jurisdictions do not allow exclusion of implied warranties or certain limitations of liability, including for incidental or consequential damages, punitive or exemplary damages, bodily or moral (reputational) damages, gross negligence, death or personal injury caused by negligence, personal injury or loss of or damage to property caused by defective products, fraud and/or fraudulent misrepresentation, or recklessness, so the above limitations or exclusions may not apply to you. In such jurisdictions, the liability of Ziff Davis, third party content providers and their respective agents shall be limited to the greatest extent permitted by applicable law.

10. Member Disputes

You are solely responsible for your interactions with other Members of the Services. Ziff Davis reserves the right, but has no obligation, to monitor disputes between you and other Members and to take action (e.g., account deletion or removal of content posted by a user) if Ziff Davis determines that there has been a violation of the Agreement or if such action is otherwise necessary or desirable, in its sole discretion.

11. International Use

We make no claims that any Material, Services or any Content is appropriate or may be downloaded outside of the United States or outside the country where such Material, Services or any Content was produced. Access to the Material, Services or any Content may not be legal in certain countries or for certain persons. If you access any Material, Services or Content from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. You agree to comply with: (i) all local rules regarding user conduct on the Internet and acceptable content; and (ii) all applicable laws regarding the downloading and/or transmission of technical data and other material from or to the United States and the country in which you are located.

12. No Submission of Unsolicited Ideas

Ziff Davis does not accept unsolicited ideas of any kind, including ideas for: advertising; promotions; new products, technologies, processes, or materials; marketing plans; or product names. Please do not send us any such ideas or materials relating to such ideas. This is to avoid any potential misunderstanding or dispute should our products or marketing strategies seem similar to unsolicited ideas submitted to us. If, despite this request, you do send us any unsolicited ideas or materials, we make no assurances that such ideas or materials will be treated as confidential or proprietary.

13. Binding Arbitration

In the unlikely event that you're not satisfied with customer service's solution, and you and Ziff Davis are unable to resolve a dispute through the Informal Dispute Resolution Procedures below, we each agree to resolve the dispute through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this arbitration provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** In arbitration you may be entitled to recover attorneys' fees from us to the same extent as you would be in court.

ARBITRATION AGREEMENT

(1) Claims Subject to Arbitration: To the fullest extent permitted by applicable law, Ziff Davis and you agree to arbitrate **all disputes and claims** between us, except for claims arising from bodily injury or that

pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a current member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “Ziff Davis,” “you,” “we” and “us” in this Arbitration Agreement include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future parents, subsidiaries and affiliates (including Ziff Davis, Inc., Ziff Davis, LLC, Everyday Health, Inc., Everyday Health Media, LLC, and their affiliates); those entities and our respective agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; and all authorized or unauthorized users or beneficiaries of Services under this or prior Agreements between us. Notwithstanding the foregoing, either party may elect to have claims heard in small claims court seeking only individualized relief, so long as the action is not removed or appealed to a court of general jurisdiction. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. **You agree that, by entering into this Agreement, you and we are each waiving the right to participate in a class action and to a trial by jury to the fullest extent permitted by applicable law.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (9 U.S.C. §§ 1-16) governs the interpretation and enforcement of this arbitration provision. This Arbitration Agreement shall survive termination of this Agreement.

(2) Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures: You and we agree that good-faith, informal efforts to resolve disputes often can result in a prompt, cost-effective and mutually beneficial outcome. Therefore, a party who intends to initiate arbitration or file a claim in small claims court must first send to the other a written Notice of Dispute (“Notice”). A Notice from you to Ziff Davis must be emailed to dispute.notice@ziffdavis.com (“Notice Address”).

Any Notice must include (i) the claimant’s name, address, and email address; (ii) a description of the nature and basis of the claim or dispute; (iii) if you are submitting the Notice, any relevant facts regarding your use

of the Sites, including whether you have created an account with or receive any newsletters associated with any of the Sites; (iv) a description of the nature and basis of the specific relief sought, including the damages sought, if any, and a detailed calculation for them; and (v) a personally signed statement from the claimant (and not their counsel) verifying the accuracy of the contents of the Notice. The Notice must be individualized, meaning it can concern only your dispute and no other person's dispute.

After receipt of a completed Notice, the parties shall engage in a good faith effort to resolve the dispute for a period of 60 days (which can be extended by agreement). You and we agree that, after receipt of the completed Notice, the recipient may request an individualized video settlement conference (which can be held after the 60-day period) and both parties will personally attend (with counsel, if represented). If you are unable to participate in the settlement conference by video, you may attend telephonically upon showing of good cause or extraordinary circumstances warranting telephonic participation (e.g., inability to afford equipment or sufficient Wi-Fi due to indigent circumstances). You and we agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually convenient time and to seek to reach a resolution. If we and you do not reach an agreement to resolve the issues identified in the Notice within 60 days after the completed Notice is received (or a longer time if agreed to by the parties), you or we may commence an arbitration proceeding or a small claims court proceeding (if permitted by small claims court rules).

Compliance with this Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures section is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this Section 13(2). All of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are essential so that you and Ziff Davis have a meaningful opportunity to resolve disputes informally. If any aspect of these requirements has not been met, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration administrator may not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without completion of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures. If the arbitration is already pending, it shall be administratively closed. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with these Procedures in arbitration.

(3) Arbitration Procedure: The arbitration will be governed by applicable rules of National Arbitration & Mediation ("NAM") (including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable) ("NAM Rules"), as modified by this Arbitration Agreement, and will be administered by NAM. (If NAM is unavailable or unwilling to do so, another arbitration provider shall be selected by the parties that will do so, or if the parties are unable to agree on an alternative administrator, by the court pursuant to 9 U.S.C. §5.) The NAM Rules are available

online at www.namadr.com or by requesting them in writing at the Notice Address. You may obtain a form to initiate arbitration at: <https://www.namadr.com/content/uploads/2020/09/Comprehensive-Demand-for-Arb-revised-9.18.19.pdf> or by contacting NAM.

We and you agree that the party initiating arbitration must submit a certification that they have complied with and completed the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures requirements referenced in Section 13(2) and that they are a party to the Arbitration Agreement enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and their counsel, if represented).

All issues are for the arbitrator to decide, except as otherwise expressly provided herein. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers.

Unless we and you agree otherwise, or the applicable NAM Rules dictate otherwise, any arbitration hearings will take place in the county (or parish) of your billing address and you and a Ziff Davis representative will be required to attend in person. At the conclusion of the arbitration proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's decision is binding only between you and Ziff Davis and will not have any preclusive effect in another arbitration or proceeding that involves a different party. An arbitrator's award that has been fully satisfied shall not be entered in any court.

As in court, you and Ziff Davis agree that any counsel representing a party in arbitration certifies when initiating and proceeding in arbitration that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including certification that the claim or relief sought is neither frivolous nor brought for an improper purpose.

The arbitrator is authorized to impose any sanctions under the NAM Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law, against all appropriately represented parties and counsel.

Except as expressly provided in the Arbitration Agreement, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorneys' fees and costs, in accordance with applicable law. Unless otherwise provided by applicable law, the parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator awards sanctions or finds that either the substance of the claim, the defense, or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11 (b)).

(4) Arbitration Fees: The payment of arbitration fees (the fees imposed by the arbitration administrator including filing, arbitrator, and hearing fees) will be governed by the applicable NAM Rules, unless you qualify for a fee waiver under applicable law. If after exhausting any potentially available fee waivers, the arbitrator finds that the arbitration fees will be prohibitive for you as compared to litigation, we will pay as

much of your filing, arbitrator, and hearing fees in the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith. You and we agree that arbitration should be cost-effective for all parties and that any party may engage with NAM to address the reduction or deferral of fees.

(5) **Confidentiality:** Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

(6) **Offer of Settlement:** In any arbitration between you and Ziff Davis, the defending party may, but is not obligated to, make a written settlement offer at any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If the award is issued in the other party's favor and is less than the defending party's settlement offer or if the award is in the defending party's favor, the other party must pay the defending party's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or case law prohibits the shifting of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs to which the party bringing the claim may be entitled for the cause of action under which it is suing.

(7) **Requirement of Individualized Relief:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then the parties agree such a claim or request for relief shall be decided by a court of competent jurisdiction, after all other arbitrable claims and requests for relief are arbitrated. You agree that any arbitrations between you and Ziff Davis will be subject to this Section 13 and not to any prior arbitration agreement you had with

Ziff Davis, and, notwithstanding any provision in this Agreement to the contrary, you agree that this Section 13 amends any prior arbitration agreement you had with Ziff Davis, including with respect to claims that arose before this or any prior arbitration agreement.

(8) Opt Out of Future Changes: Notwithstanding any provision to the contrary, if Ziff Davis makes any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending Ziff Davis an email to dispute.notice@ziffdavis.com within 30 days of the posting of the amended arbitration agreement that provides: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) if applicable, the username or email address associated with any potential account or newsletter; (v) the relevant Site; and (vi) the approximate date of your initial use of the relevant Site. Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement, personally signed by you, that you wish to reject the change to the Arbitration Agreement. This is not an opt out of arbitration altogether.

(9) Mass Filing: If, at any time, 25 or more claimants (including you) submit Notices or seek to file demands for arbitration raising similar claims against the other party or related parties by the same or coordinated counsel or entities, consistent with the definition and criteria of Mass Filings (“Mass Filing”) set forth in NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures (“NAM’s Mass Filing Rules,” available at <https://www.namadr.com/resources/rules-fees-forms/>), you and we agree that the additional procedures set forth below shall apply. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. The parties acknowledge and agree that by electing to participate in a Mass Filing, the adjudication of their dispute might be delayed. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled beginning when the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are initiated, so long as the pre-arbitration Notice complies with the requirements in Section 13(2), until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

Stage One: Counsel for the claimants and counsel for Ziff Davis shall each select 25 claims per side (50 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Ziff Davis shall pay the mediator’s fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for Ziff Davis shall each select 50 claims per side (100 claims total) to be filed and to proceed in individual

arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Ziff Davis shall pay the mediator's fee.

Stage Three: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for Ziff Davis shall each select 100 claims per side (200 claims total) to be filed and to proceed in individual arbitrations as part of a third staged process, subject to any procedural changes the parties agreed to in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. Following this third set of staged proceedings, counsel for claimants may elect to have the parties participate in a global mediation session of all remaining claims with a retired federal or state court judge.

Stage Four: If your claim is not resolved at this time, then you agree that your claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds 100, then 100 claims shall be randomly selected (or selected through a process agreed to by counsel for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 100, then all of those claims shall be filed and proceed in individual arbitrations. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 100 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your claim, and a court of competent jurisdiction determines that they are not enforceable as to your claim, then your claim shall proceed in a court of competent jurisdiction consistent with this Agreement.

You and Ziff Davis agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and Ziff Davis

acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

(10) **Severability:** If any portion of this Arbitration Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of this Arbitration Agreement shall continue to be enforceable and valid according to the terms contained herein.

14. CLASS ACTION AND JURY TRIAL WAIVER

You and Ziff Davis agree that, to the fullest extent permitted by law, each party may bring claims (whether in court or in arbitration) against the other only in an individual capacity, and not participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding. This means that you and Ziff Davis may not bring a claim on behalf of a class or group and may not bring a claim on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual claim. This also means that you and Ziff Davis may not participate in any class, collective, consolidated, private attorney general, or representative proceeding brought by any third party. Notwithstanding the foregoing, you or Ziff Davis may participate in a class-wide settlement. To the fullest extent permitted by law, you and Ziff Davis waive any right to a jury trial.

15. Limitation Period for Claims

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our sites or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16. Miscellaneous

We may be required by international, state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites or delivering them to you through e-mail. Subject to the arbitration provision above and for all purposes of this Agreement, this Agreement shall be construed in accordance with the laws of the State of New York,

without reference to principles of choice of law. You and Ziff Davis each irrevocably consent to the personal jurisdiction of the federal or state courts located in New York, New York, the Borough of Manhattan (the “Courts”) with respect to any action, suit or proceeding arising out of or related to this Agreement or to the Services (including without limitation any Content) and waive any objection to venue in any of the Courts for such an action, suit or proceeding (whether based on forum non conveniens or otherwise); additionally, you agree that you will not bring any such action, suit or proceeding in any court other than the Courts.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the Services, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, (i) such provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (ii) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (iii) such decision shall not affect the validity, legality or enforceability of such provision under other circumstances. Ziff Davis’ failure to enforce any term of this Agreement shall not constitute a waiver of that provision. No waiver shall be binding unless in writing and signed by Ziff Davis, and such waiver shall not be construed as Ziff Davis’ waiver of any other or subsequent breach.

17. New Jersey Residents

If, and to the extent that New Jersey law applies, with respect to residents of New Jersey, the terms in Sections 6 (insofar as any claims may arise from, or relate to, consumer protection or fraud and/or misrepresentation, or result in attorney’s fees), 9 and 14 do not limit any rights you may have as a consumer under New Jersey law and are intended to be only as broad and inclusive as permitted by the laws of the state of your residence. Subject to the foregoing, Ziff Davis, third party content providers, and their respective agents reserve all rights, defenses, and permissible limitations under New Jersey law. Nothing in this Section shall modify the binding arbitration clause and waiver for class action and jury trial in Section 13.

18. Australia Residents

Nothing in these Terms (including in Sections 6, 9 and 15) limits, excludes or modifies any rights you may have under any law, including under the Australian Consumer Law (the “ACL”) and consumer guarantees

under the ACL, which may not be limited, excluded or modified by agreement (including where such exclusion, restriction or modification would be illegal or void under such law).

19. Privacy Policy

The applicable privacy policy will be made available on the property from which you accessed these Terms. Such privacy policy is incorporated by reference into these Terms.

QUESTIONS? Please contact ZDLegal1@ziffdavis.com and insert “**Terms of Use**” in the subject line if you have any questions or comments about the Agreement, or to report user conduct violating the Agreement.

Ziff Davis

[Ziff Davis Accessibility Policy](#)

[Legal & Patent Notices](#)

[Privacy](#)

[Privacy Preferences](#)

[Contact Us](#)



RESOLUTION NO.: 210 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE 2025-2026 YOUTH EMPLOYMENT AND TRAINING PROGRAM
TO PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH**

WHEREAS, the County of Orange is once again offering a Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for youth participants to work in the Recreation Department, Code Compliance Bureau, and any other City department as approved by the City Manager; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the 2025-2026 Youth Employment and Training Program which provides young people to work in the City of Newburgh.

RESOLUTION NO.: 211 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR OCTOBER 14, 2025
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 2026**

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 2026 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 October 15, 2025 and closing on November 14, 2025 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2026 Annual Action Plan; and

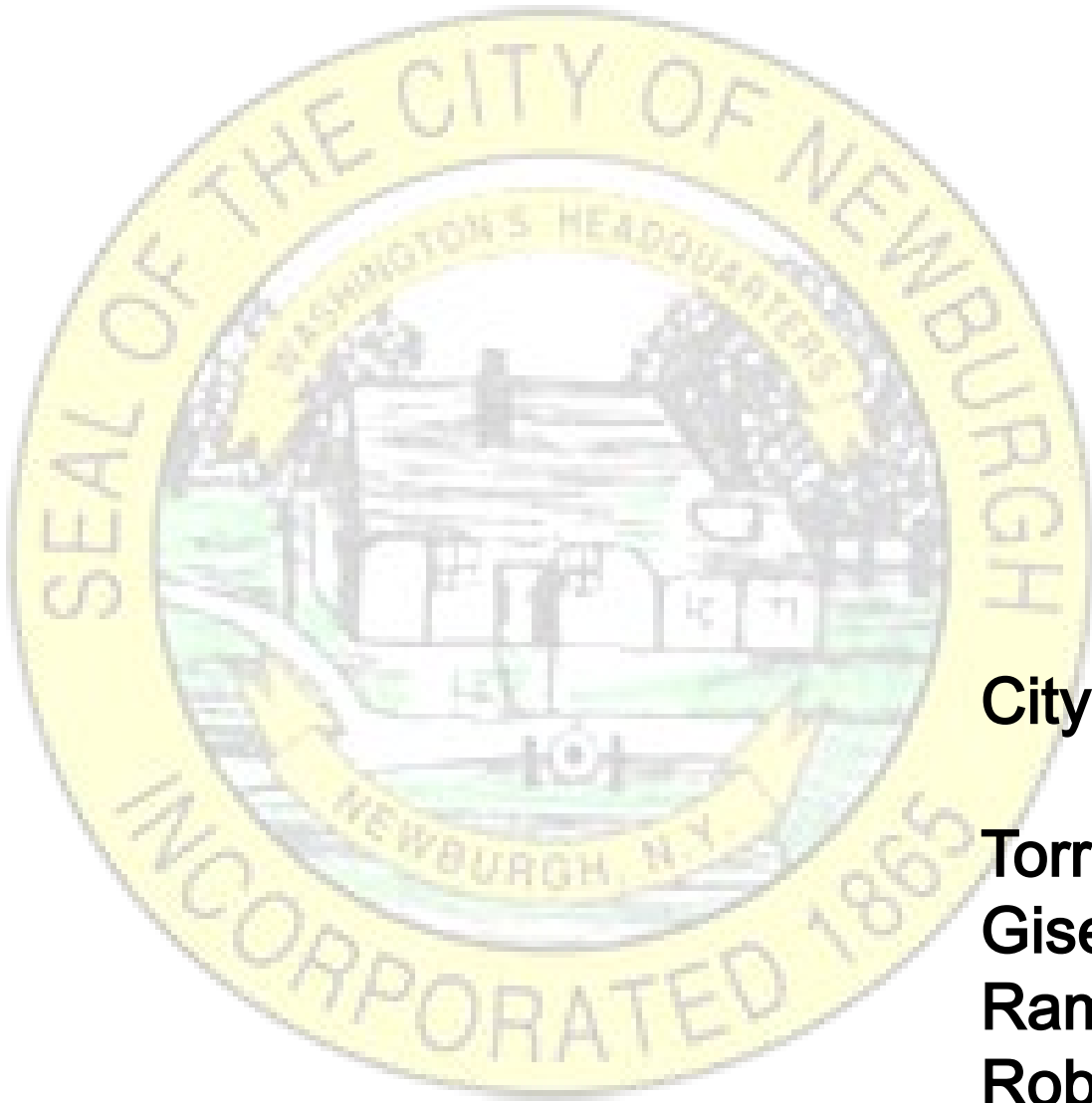
BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2026; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 14th day of October, 2025 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.



Community Development Block Grant (“CDBG”) FY2026 Annual Action Plan

**Department of Planning &
Development
Sept, 2025**





City of Newburgh City Council:

Torrance Harvey, Mayor

Giselle Martinez, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Rob McLymore, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The current City of Newburgh Consolidated Plan: **FY2025-FY2029**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



Proposed FY2026 CDBG Projects/Funding

Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$190,000.00
Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00
Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$230,000.00
Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$170,000.00
Economic Development	Economic Development	Economic Development Activities	\$25,000.00
Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$10,000.00
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$10,000.00
Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$155,000.00
Proposed Total FY2026 Allocation			\$830,000.00

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)
Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$190,000.00	No Change
Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	30%
Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$230,000.00	30%
Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$170,000.00	20%
Economic Development	Economic Development	Economic Development Activities	\$25,000.00	No Change
Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$10,000.00	5%
	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$10,000.00	10%
Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$155,000.00	No Change
Proposed Total FY2026 Allocation			\$830,000.00	

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$190,000.00	10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$230,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$170,000.00	10%
	Economic Development	Economic Development	Economic Development Activities	\$25,000.00	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$10,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$10,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$155,000.00	10%
Proposed Total FY2026 Allocation				\$830,000.00	

Project: Housing

Proposed Activities:

- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)

Proposed Housing Activity: In Rem Property Program

Budget: \$190,000.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in-rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$25,000.00

Description:

- Funding for Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.



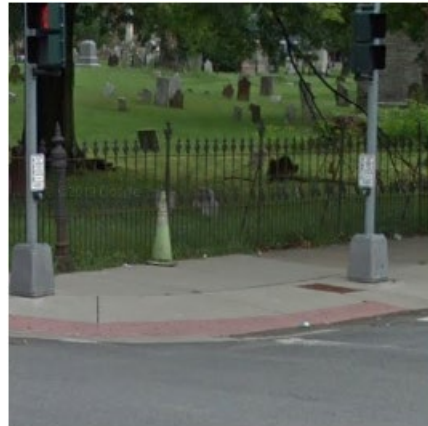
*Repairs may include: roofs, railings, steps, etc., as identified by City of Newburgh Housing Partner.

Proposed Infrastructure Improvements Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$230,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.



Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$170,000.00

Description:

- Funding for Public Accessibility
Improvements to City of Newburgh
Buildings, Parks, Other Public Spaces.



Proposed Economic Development Activity:

Business Assistance

Budget: \$25,000.00

Description:

- Funding for business assistance, such as business signage.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2025 Summer Film Festival
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$10,000.00

Description (Anticipated Services):

- City of Newburgh Community Outreach Activities, such as Community Violence Intervention (CVI) Activities.

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$10,000.00

Description (Anticipated Services):

- Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Activity: Administration

Budget: \$155,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.



FY2026 CDBG AAP Timeline

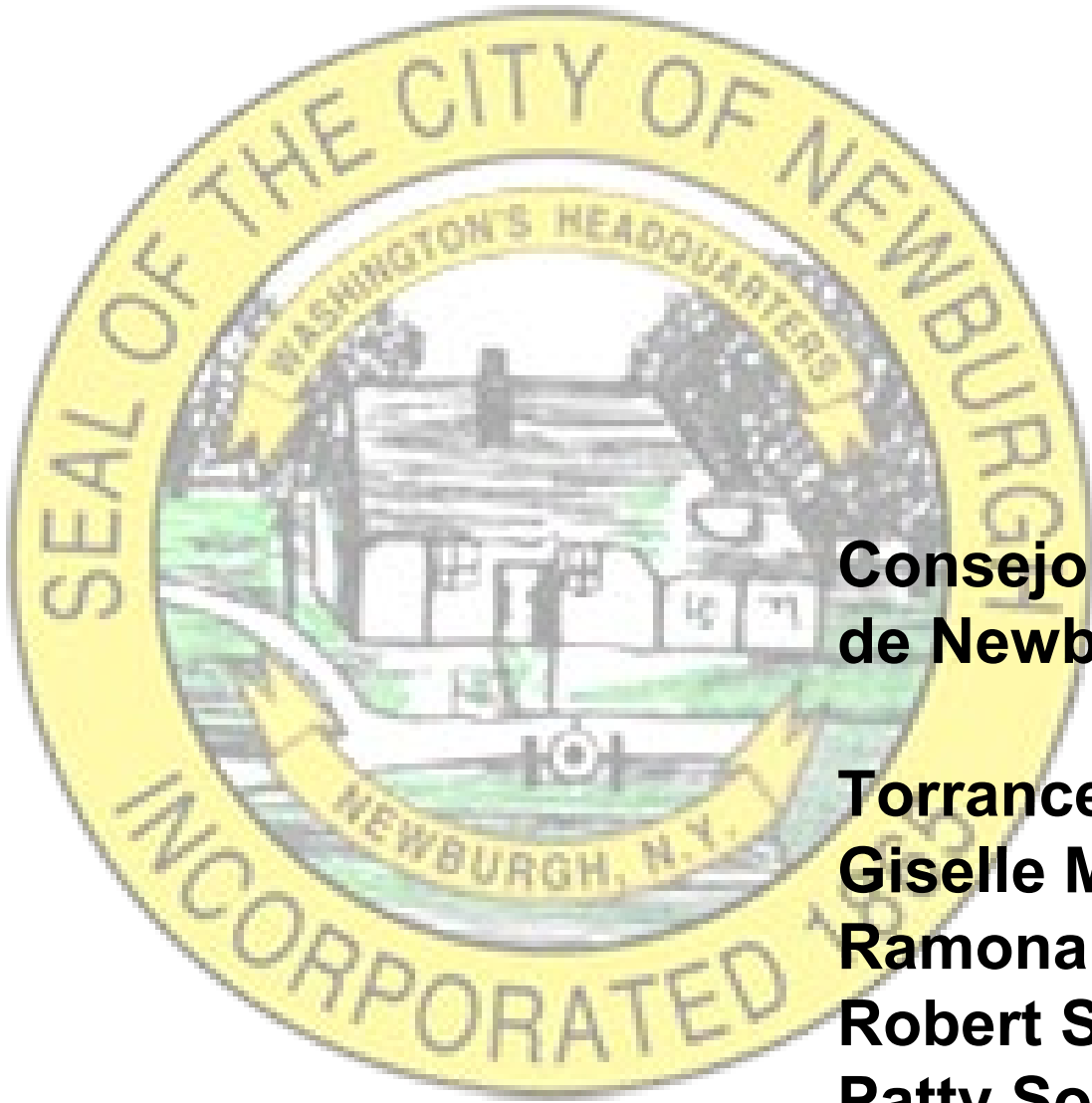


**FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



Desarrollo comunitario Subvención en bloque (“CDBG”) Plan de acción anual FY2026

**Departamento de Planificación y
Desarrollo
Sept, 2025**



Consejo Municipal de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Giselle Martinez, Distrito 1

Ramona Monteverde, Distrito 2

Robert Sklarz, Distrito 3

Patty Sofokles, Distrito 4

Rob McLymore, el comité asesor

Omari Shakur, el comité asesor

Metas de desarrollo comunitario de la ciudad de Newburgh - Actualización

- Desarrollo económico sin desplazamiento.
- Mejorar la difusión y la comunicación con la comunidad.
- Apoyar un clima que valore la diversidad, recompense la independencia, alimente la creatividad y nos una a todos.

Para construir con éxito una comunidad es necesario restablecer la confianza, lo que requiere tiempo, paciencia, promoción y comunicación.



"CDBG" - Breve introducción



- Community Development Block Grant (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de EE.UU. (HUD)
- Asignado a los gobiernos locales y estatales según un sistema basado en una fórmula.
- La ciudad de Newburgh pertenece al Consorcio del Condado de Orange (Condado de Orange, ciudad de Newburgh, ciudad de Middletown).
- La ciudad de Newburgh está obligada a preparar y presentar un **Plan Consolidado** que establezca objetivos para el uso de los fondos CDBG. El actual Plan Consolidado de la Ciudad de Newburgh: **FY2025-FY2029**
- Los proyectos DEBEN ser coherentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a personas con ingresos bajos y moderados;
 - La prevención o eliminación de barrios marginales o deterioro; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente para la salud o la seguridad.



Proyectos/fondos CDBG propuestos para el año fiscal 2025

	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del
Proyectos financiados	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$190,000.00
	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la	\$25,000.00
	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$230,000.00
	Mejoras de las	Mejoras en las instalaciones públi	Mejoras de accesibilidad pública en edificios, parques y	\$170,000.00
	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00
	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00
	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$155,000.00
	Asignación total propuesta para el año fiscal 2024			\$830,000.00

Fondos de contingencia

Si el total de la asignación anual excede la estimación propuesta, los presupuestos de los proyectos aumentarán:

	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Incremento del
Proyectos financiados	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$190,000.00	Ningún cambio
	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la	\$25,000.00	30%
	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$230,000.00	30%
	Mejoras de las	Mejoras en las instalaciones públi.	Mejoras de accesibilidad pública en edificios, parques y	\$170,000.00	20%
	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	Ningún cambio
	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	5%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	5%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	10%
	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$155,000.00	Ningún cambio
	Asignación total propuesta para el año fiscal 2024			\$830,000.00	

Fondos de contingencia

Si el total de la asignación anual es inferior a la estimación propuesta, los presupuestos de los proyectos se reducirán:

	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Disminución del
Proyectos financiados					
	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$190,000.00	10%
	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la	\$25,000.00	10%
	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$230,000.00	20%
	Mejoras de las	Mejoras en las instalaciones públi.	Mejoras de accesibilidad pública en edificios, parques y	\$170,000.00	10%
	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	10%
	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	10%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	10%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$10,000.00	10%
	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$155,000.00	10%
			Asignación total propuesta para el año fiscal 2024	\$830,000.00	

Proyecto: Vivienda

Actividades propuestas:

- Programa de Propiedad In Rem
- Programa de ayuda a la reparación de viviendas (ejecutado por el socio de vivienda de la ciudad de Newburgh)

Actividad de vivienda propuesta: Programa de Propiedad "In Rem"

Presupuesto: \$190,000.00

Descripción:

- Actividad a cargo de 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicado al programa "in rem".
- Se proporciona mantenimiento y seguridad a las propiedades desocupadas. Mantiene las propiedades habitables, los barrios en buen estado y el valor de las propiedades.



Propuesta de actividad en materia de vivienda:
Programa de ayuda a la reparación de la vivienda
Presupuesto: \$25,000.00



Descripción:

- Financiamiento para el Programa de Asistencia para Reparación de Viviendas para Propietarios de Viviendas de la Ciudad de Newburgh con Ingresos Bajos/Moderados.* Implementado a través del Socio de Vivienda de la Ciudad de Newburgh.

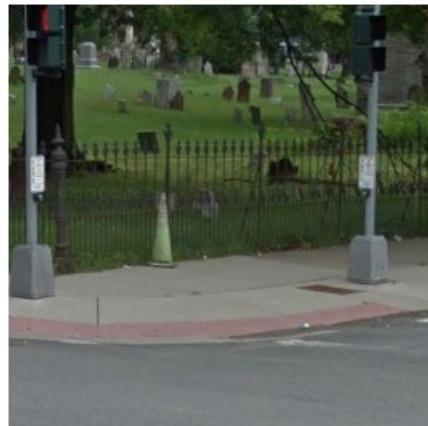
*Las reparaciones pueden incluir: techos, barandillas, escalones, etc., según lo identificado por el Socio de Vivienda de la Ciudad de Newburgh.

Propuesta de actividades para la realización de mejoras en las infraestructuras: Actualizaciones de aceras y rampas para bordillos

Presupuesto: \$230,000.00

Descripción:

- Fondos para seguir financiando el proyecto de renovación de aceras y rampas para bordillos.



Propuestas de obras de infraestructura

Actividad: Mejoras de las instalaciones públicas

Presupuesto: \$170,000.00

Descripción:

- Financiación de mejoras de accesibilidad pública en edificios, parques y otros espacios públicos de la ciudad de Newburgh.



Actividad propuesta de desarrollo económico:

Asistencia a empresas

Presupuesto: \$25,000.00

Descripción:

- Fondos de ayuda a las empresas, de carteles comerciales.



Actividad de Calidad de Vida Propuesta:

Servicios de Vecindario

Presupuesto: \$15,000.00

Descripción (servicios previstos):

- Festival de Cine de Verano 2023
- Noche Nacional Afuera “National Night Out”

**Importante: Actividad de servicio público,
sujeta a un límite de asignación anual del 15%.**



Actividad de Calidad de Vida Propuesta:

Servicios de Vecindario

Presupuesto: \$10,000.00

Descripción (servicios previstos):

- Actividades de difusión comunitaria de la ciudad de Newburgh, como las actividades de intervención comunitaria contra la violencia (CVI).

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.



Actividad de Calidad de Vida Propuesta:

Servicios de proximidad

Presupuesto: \$10,000.00

Descripción (servicios previstos):

- Capacitación laboral en el lugar de trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh)

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.



Actividad propuesta: Administración

Presupuesto: \$155,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción de idiomas, gastos de funcionamiento del programa (incluido el correo), formaciones/conferencias del programa.



Calendario del PAA del CDBG para el año fiscal 2026



**Año fiscal 2026 CALENDARIO DE PROYECTOS DE LA
SUBVENCIÓN DE BLOQUE PARA EL DESARROLLO
COMUNITARIO (CDBG)**

RESOLUTION NO.: 212 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH RUSSELL THORNBURG
FOR INTERNATIONAL RESIDENTIAL CODE PLAN SET REVIEW AND
TRAINING SERVICES AT A COST OF \$8,700.00**

WHEREAS, the City of Newburgh has recognized a need to improve training, improve competency, and stay current on changes to the International Residential Code, a portion of the New York State Uniform Fire Prevention and Building Code; and

WHEREAS, the City of Newburgh received a proposal from Russell Thornburg to provide members of the City of Newburgh Bureau of Code Compliance with four (4), six-hour training sessions at 123 Grand Street, Newburgh geared towards improving International Residential Code plan set review skills; and

WHEREAS, the cost of these services will total \$8,700.00 and be paid from A.8664.0463 – Education (\$7,500.00) and A.8664.0448 – Other Services (\$1,200.00), respectively; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with Russell Thornburg for such training services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Russell Thornburg at a cost of \$8,700.00 for International Residential Code plan set review and training services.

Independent Contractor Agreement

This agreement is entered into on September ____, 2025, between the City of Newburgh, New York, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 (“City”) and Russell Thornburg, with an address of 445 CR 338, Milano, Texas 76556 (“Russell Thornburg”).

Russell Thornburg shall provide four (4) full days (24 ICC-CEU hours) of training classes to the City of Newburgh as set forth below. Russell Thornburg agrees to perform these services for the City of Newburgh, New York under the terms and conditions set forth in this agreement.

In consideration of the mutual promises contained herein, it is agreed:

A. DESCRIPTION OF WORK: Russell Thornburg shall provide the following service:

- a. Four (4), full day (6-hour) training sessions scheduled for the following dates/times:
 - i. Monday, October 27, 2025; 9 a.m. – 4 p.m.
 - ii. Tuesday, October 28, 2025: 9 a.m. – 4 p.m.
 - iii. Wednesday, October 29, 2025: 9 a.m. – 4 p.m.
 - iv. Thursday, October 30, 2025: 9 a.m. – 4 p.m.
- b. All training sessions shall cover the material below, with a specific focus on plan review:
 - i. **Code Edition:** 2024 International Residential Code
 - ii. **Code Sections:** Chapters: 1 - 10
 - iii. **Presentation:** In-Person – Seminar – 123 Grand Street, Newburgh, NY 12550
 - iv. **Level:** (Basic, Intermediate)
 - v. **Location:** Participants will be required to be on-site for in-person classes
 - vi. **Target Audience:** New York State Code Enforcement Officers for Property Maintenance, Field Inspection, and Plan Examination

B. PAYMENT: The City will pay Russell Thornburg the amount of **\$8,700.00** for services rendered. Russell Thornburg shall be responsible for all travel and other expenses in connection with the delivery of services. Delivery of all training sessions shall be required for City responsibility for payment. Payment must be mailed with 30 days of receipt of a Final Invoice issued by Russell Thornburg. Final invoice must be dated no earlier than the last date of delivery of all training sessions. Payment shall be made payable to “Russell Thornburg”.

C. RELATIONSHIP OF PARTIES: This agreement creates an independent company-contractor relationship. Russell Thornburg is not an employee of the City of Newburgh, New York for any purpose.

D. Russell Thornburg is not entitled to any benefits that the City of Newburgh, New York provides its employees. This is not an exclusive agreement. Both parties are free to contract with other parties for similar services.

CANCELLATION: Either party may cancel this agreement up to 14 days before the initial training date listed above for any reason. If the City of Newburgh cancels with the instructor the instructor will charge for actual losses incurred (i.e.) non-refundable airline tickets, hotel rooms, etc. If no out-of-pocket expenses have been incurred, then no cancellation fees will be charged. Fees will be due within 30 days of receipt of a cancellation invoice.

E. Russell Thornburg is permitted to cancel up to the training date due to illness or death in the family.

**Independent Contractor
Agreement**

- F. By signing below, the City of Newburgh, New York and Russell Thornburg agree to the conditions outlined in this contract.
- G. This Contract may not be assigned by either party.
- H. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.
- I. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- J. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- K. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.
- L. This Contract 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.
- M. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

City of Newburgh, New York

Signature: _____
Print Name: Todd Venning
Title: City Manager/CEO

Date: _____

Russell Thornburg

Signature: _____
Print Name: Russell Thornburg
Title: Independent Contractor / Service Provider

Date: _____

[illegible]

Russell Thornburg
THANK YOU FOR THIS OPPORTUNITY!

RESOLUTION NO.: 213 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH MEDXWASTE-NY LLC
TO PROVIDE REGULATED MEDICAL WASTE DISPOSAL SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh Police Department must replace a regulated medical waste disposal service vendor; and

WHEREAS, MedXwaste-NY LLC provides a program for the safe and proper disposal of regulated medical waste consistent with state and federal law; and

WHEREAS, the MedXwaste-NY LLC contract is for 5 years at a cost of \$99.00 every 12 weeks with funding for the contract to be derived from A.3120.0448 – Other Services; and

WHEREAS, the City Council finds that entering into a service agreement with MedXwaste-NY LLC is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with MedXwaste-NY LLC to provide regulated medical waste disposal services to the City of Newburgh Police Department.



1014 Grand Blvd, Ste. 6, Deer Park, NY 11729 – **844-RED-BAGS** (733-2247)

Service Agreement

Billing/Service Information:		Service Contact:
Name	City of Newburgh Police Department	Contact: Detective Lieutenant William Lahar
Address	55 Broadway	
City, St, Zip	Newburgh NY 12550	
Phone/Fax	845-569-7563	
Email	wlahar@cityofnewburgh-ny.gov	

Agreement Effective Date: TBD

This service agreement between MedXwaste-NY LLC and the parties mentioned above will commence on the effective agreement date assigned. MedXwaste-NY LLC will provide services that are defined below and the parties agree to pay the cost as established in this agreement within a 30 day period of the billing date. Agreed upon service will be provided and charged in full even if containers are empty or service is canceled for that date without reschedule of 7 days or less.

This service agreement is a 5 year agreement with the ability to cancel anytime with an email or written memo to our office. Canceled accounts will take place 60 days from the time you contacted MedXwaste-NY LLC. All biohazard waste boxes and red bags included. Customers can call anytime for additional pickups for the same price as an ordinary scheduled pick up. Any necessary rate increase will be communicated at least 1 month in advance.

Payments are due 30 days from the invoice date. You agree to pay all charges and fees due to us on time. Please indicate how you prefer to make payments MedXwaste-NY LLC: ☐ Electronic Funds Transfer (EFT) ☐ Credit Card or ☐ Check (Mark "X" to select). Late payments will accrue interest at the lower of the rate of 1.5% per month or the highest rate permitted by law. If a payment is more than 30 days late, you will be required to promptly pay us an additional late fee of 5% of the amount of the overdue payment.

All needles must go into an FDA approved sharps container and top is to be taped prior to placing into a red bag and then box. If needles or medical waste is improperly packaged and a MedXwaste-NY LLC employees gets a needle stick, the client will be held responsible and will incur a \$5000 minimum fine. If the client continues to provide improper packaged needles or medical waste, the agreement and services will be immediately terminated.

In addition, there are no hidden fees, no fuel charges, no environmental fees, no monthly energy fees, no cleaning fees, no record retention fees, and no cancellation fees. All transactions are recorded electronically (i.e. invoicing, manifests) and emailed to email(s) on file and stored in the online portal which will retain and have a visible history for up to 3 years, with which the client can create a user account once services commence.



1014 Grand Blvd, Ste. 6, Deer Park, NY 11729 – 844-RED-BAGS (733-2247)

<u>Services</u>	<u>Cost</u>	<u>Frequency</u>
RMW (Regulated Medical Waste)	\$99	E12W
Pharmaceutical Waste (NON DEA/NON HAZ)	Available upon request	Available upon request
Sharps Containers	Available upon request	Available upon request
OSHA Compliance (10 Trainings)	Available upon request	Available upon request

OPTIONAL Products and Services:

Online CE Compliance: Includes 10 credits annually, includes MSDS management, Online Safety Audits, Regulation Updates, OSHA Safety Plans, Blood Borne Pathogens (BBP), HIPAA, Hazcom and DOT 1 credit per module, per person. Certification received, valid for 12 months upon completion.

Minimum 10 Credits valid for 12 months: Monthly or Annual

Additional credits available

Sharps containers:

1 quart to 18-gallon sizes available

Prices vary on size, quantity and volume

Red sharps containers available in all sizes 1 quart through 18 gallon

Red (Blood Borne Pathogens), Yellow (Chemotherapy), White (Non Hazardous Rx), Black

(Hazardous/Controlled Rx) stand alone (no box/red bag needed) sharps containers available in 8 gallon and 18 gallon sizes.

Delivery included

Other Waste Disposal Available:

Chemotherapy

Non DEA/Non Hazardous Rx: Includes WHITE 18 gallon container

Hazardous/Controlled Rx: Includes BLACK 18 gallon container

Hard Drive Destruction

Electronics Recycling

ON site and OFF site services available



1014 Grand Blvd, Ste. 6, Deer Park, NY 11729 – **844-RED-BAGS** (733-2247)

By signing below, I acknowledge that I am the customer's authorized officer and have the authority to bind customers to this agreement. The customer agrees to be bound by the terms and conditions defined above.

CREDIT CARD – AUTOPAY (Optional)

NAME ON CARD:	
NUMBER:	
EXP DATE:	
CVV CODE:	
BILLING ZIP:	

<u>Client:</u> Newburgh Police Department	<u>MedXwaste NY – LLC</u>
 _____ Signature	 Gregory Okpych _____ Signature
<u>Name/Position (Print):</u>	Compliance Officer
Date:	Date:

RESOLUTION NO.: 214 - 2025

OF

SEPTEMBER 22, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 14, 2025 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 14th day of October, 2025, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2025

OF

_____, 2025

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2025 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: 215 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH ELMER CORDOVA MURILLO IN THE AMOUNT OF \$7,500.00**

WHEREAS, Elmer Cordova Murillo brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Elmer Cordova Murillo in the total amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: 216 - 2025

OF

SEPTEMBER 22, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY
A/S/O EBONY HAYES IN THE AMOUNT OF \$6,753.93**

WHEREAS, Garrison Property and Casualty Insurance Company a/s/o Ebony Hayes brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Six Thousand Seven Hundred Fifty-Three and 93/100 Dollars (\$6,753.93) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Garrison Property and Casualty Insurance Company a/s/o Ebony Hayes in the total amount of Six Thousand Seven Hundred Fifty-Three and 93/100 Dollars (\$6,753.93) and that the City Manager or the Corporation Counsel is hereby authorized to execute documents to effectuate the settlement.