

#6



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ROSETON GENERATING LLC 2024 FRANCHISE
AGREEMENT
OUR FILE NO. 800.1(B)() (2024)

DATE: AUGUST 9, 2024

P: 845.562.9100
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COUNSEL

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(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed please find the proposed Franchise Agreement between the Town and Roseton Generating LLC for existing duct banks and an overhead cable tray bridge for control signals and power service cables and related equipment passing under and over River Road and existing overhead powerlines passing over Danskammer Road. The agreement will replace an agreement dated April 6, 2001 between the Town and Dynegy Roseton, LLC, a copy of which is also enclosed.

Additionally enclosed are the following draft resolutions for the Town Board's consideration:

1. A RESOLUTION OF UNCOORDINATED SEQR DETERMINATION FOR THE TOWN BOARD TO APPROVE A FRANCHISE AGREEMENT FOR ROAD UTILITY CROSSINGS WITH ROSETON GENERATING LLC; and
2. RESOLUTION OF TOWN BOARD APPROVING AND AUTHORIZING AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND ROSETON GENERATING, LLC FOR ROAD UTILITY CROSSINGS

MCT:sel
Enc.

cc: Lisa M. Vance Ayers, Town Clerk
James Osborne, Town Engineer
Pat Hines, Engineers Representative
Gerald Canfield, Code Compliance Supervisor
Ronald Clum, Town Accountant

At a meeting of the Town Board of the Town of Newburgh held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York, on the __th day of August, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R LoBiondo, Councilman

A RESOLUTION OF UNCOORDINATED
SEQR DETERMINATION
FOR THE TOWN BOARD TO APPROVE
A FRANCHISE AGREEMENT FOR
ROAD UTILITY CROSSINGS WITH
ROSETON GENERATING LLC

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, the Town Board of the Town of Newburgh proposes to undertake, and approve a new franchise agreement for existing duct banks and an overhead cable tray bridge for control signals and power service cables and related equipment passing under and over River Road (also known as Soap Hill Road) and existing overhead powerlines passing over Danskammer Road with Roseton Generating, LLC, said agreement to replace an agreement dated April 6, 2001 between the Town and Dynegy Roseton, LLC in the Town of Newburgh, New York (herein called the "Action"); and

WHEREAS, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed Action; and

WHEREAS, the Town Board proposes to and has authority to undertake and approve the Action; and

WHEREAS, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, has heretofore determined that the Action is subject to SEQRA; and

WHEREAS, the Town Board has determined that the approval of said Sale is an unlisted action under Part 617 of Article 8 of the Environmental Quality Review Act, and does not require a coordinated review; and

WHEREAS, the Town Board has determined that the Action is not located in an agricultural district; and

WHEREAS, the Town Board has determined to conduct an uncoordinated review of the Action; and

WHEREAS, in performing its review of the Action, the Town Board has (i) considered the Action as an action as defined in subdivisions 617.2(b) and 617.3(g) of Part 617, (ii) thoroughly reviewed the EAF, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, and (iii) thoroughly analyzed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c); and

WHEREAS, the Town Board has not identified relevant areas of environmental concern which would lead to a determination that the Action may have a significant adverse effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected.

NOW THEREFORE, BE IT RESOLVED:

1. The Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code hereby determines that said Action will not have a significant effect on the environment and, accordingly, does issue a Negative Declaration; and
2. The Town Board accordingly determines that an Environmental Impact Statement will not be prepared.
3. The Town Board authorizes the Supervisor to execute and file the Negative Declaration annexed hereto and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

The foregoing resolution was duly put to a vote on roll call which resulted as follows:

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted .

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall,
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the ___th day of
June, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
APPROVING AND AUTHORIZING
AGREEMENT BETWEEN THE
TOWN OF NEWBURGH AND
ROSETON GENERATING LLC

Councilman _____ presented the following resolution which was
seconded by Councilman _____.

WHEREAS, pursuant to Section 64(7) of the Town Law, the Town Board may grant rights, franchises, permissions or consents for the use of the streets, highways and public places, of the Town of Newburgh or any part thereof or the space above or under them upon such terms and conditions as the Town Board may deem proper and as permitted by law; and

WHEREAS, pursuant to a certain Agreement dated April 6, 2001, the Town heretofore granted rights to Dynegy Roseton, LLC for underground duct banks that pass under River Road (also known as Soap Hill Road) that contain control signals and power service cables and related equipment that run from the power generating facilities located near River Road known as the Roseton Power (the "Roseton Power Plant") to Central Hudson's switchyard and two overhead power lines extending from the Roseton Power Plant to the switchyard; one of which overhead power lines crosses above River Road in two locations and the other of which crosses above Danskammer Road (the existing "Equipment"); and

WHEREAS, Roseton Generating LLC is now the owner of the Roseton Power Plant and the existing Equipment; and

WHEREAS, Roseton Generating LLC proposes to install an overhead cable tray bridge on piles driven into bedrock that will pass over River Road and contain control and power service cables and related equipment in order to address potential settlement issues that will arise from the dewatering of the existing Delaware Aqueduct tunnel (the "additional Equipment"); and

WHEREAS, the Town and Roseton Generating LLC have negotiated an Agreement for the grant of right, permission, franchise and consent s to use River Road and Danskammer Road for the existing Equipment and additional Equipment in its present and existing and proposed locations for the purpose of the continued transmitting and/or distributing electrical and related service to and from the Roseton Power Plant and any generating facilities located adjacent thereto (the "Agreement"); and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize and approve the Agreement.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Agrèement as to its form and manner of execution and authorizes the Supervisor to sign and deliver the Agreement.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on August __, 2024 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh

AGREEMENT

THIS AGREEMENT. made the _____ day of _____, 2024 by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with its principal offices at Town Hall, 1496 Route 300, Town of Newburgh, County of Orange, State of New York (the "Town"), and ROSETON GENERATING LLC, (the "Company"), and having its address at 992 River Road, Town of Newburgh, State of New York, 12550

WITNESSETH:

WHEREAS, the Company owns and maintains (i) the underground duct banks that pass under River Road (also known as Soap Hill Road) in one location and a proposed overhead cable tray bridge that will pass over River Road depicted and located as shown on the drawings annexed as Exhibit "A" hereto that contain and will contain control signals and power service cables and related equipment that run from the power generating facilities located near said River Road known as the Roseton Power Plant also owned by the Company (the "Roseton Power Plant") to Central Hudson's switchyard (the "Switchyard"), and (ii) the two overhead 345 KV power lines extending from the Roseton Power Plant to the Switchyard; one of which overhead power lines crosses above River Road in two locations and the other of which crosses above Danskammer Road (the portion of the underground duct bank which run under and the overhead cable tray which will run over, together with the control signals and power service cables and related equipment contained therein (and the portion of the two 345 KV power lines which run over, River Road and Danskammer Road are referred to herein as the "Equipment", and the portion of River Road and Danskammer Road where such Equipment is currently located is referred to herein as the "Equipment Sites"); and

WHEREAS, the Company is a limited liability company authorized to do business in the State of New York and owns the entire right, title and interest in and to the Equipment and

WHEREAS, the Company seeks expressed and independent authority from the Town to operate, repair, replace and maintain the Equipment in its present and existing locations and the proposed location shown on Exhibit "A"; and

WHEREAS, it is in the public interest to enter into this Agreement and provide to the Company the Rights granted hereunder,

NOW THEREFORE, in consideration of mutual covenants hereinafter set forth, the parties agree as follows:

1. Pursuant to, and in accordance with, the provisions of Section 64(7) of the Town Law and other applicable provisions of law, the Town grants to the Company the right, permission, franchise and consent (collectively the "Rights") to allow the Company to operate, repair, replace and maintain the Equipment in its present and existing and proposed locations on, under and over the Equipment Sites for the purpose of the continued transmitting and/or distributing electrical and related service to and from the Roseton Power Plant and any generating facilities located adjacent thereto. Said Rights are hereby granted by the Town Board of the Town of Newburgh, and are hereby accepted by the Company, subject to the terms and conditions set forth hereinafter. The Company agrees that the Rights granted hereunder are limited to the Equipment Sites.
2. Any construction or maintenance and/or removal of the Equipment that affects River Road, Soap Hill Road and/or Danskammer Road (collectively the "Roads") or which would, or could obstruct traffic on any of said Roads shall be repaired and/or removed in accordance with the applicable rules and regulations of the

Town of Newburgh as in effect at the time of such construction, maintenance or removal (the "Town Code"). Such construction and/or maintenance shall not unreasonably interfere with traffic over, or public use of, any of said Roads and the Company shall comply with reasonable requirements as may be prescribed by the Town Highway Superintendent; the expense of repairing River Road, Soap Hill Road and/or Danskammer Road as a result of any damage caused by the Company in the exercise of its Rights shall be borne by the Company; and the location of any equipment used by the Company in such construction, maintenance or removal which restricts or obstructs the use or operation of the Roads shall not be or become a vested interest but shall be removed by the Company upon completion of such construction, maintenance or removal in accordance with this Agreement.

3. The Company shall pay to the Town an annual fee of Seventy Five Thousand Dollars (\$75,000.00) (the "Annual Fee"). The first Annual Fee shall be paid on the execution of this Agreement and a like sum annually thereafter on each anniversary date of this Agreement. Commencing on the first anniversary date of the Agreement and in each year thereafter (the "Anniversary Date") in which the National Consumer Price Index as published for the United States Bureau of Labor Statistics in March 2024 (the "Base Year") increases, the Annual Fee shall be increased in proportion to the rise in such Index from its level for the Base Year to its level for each succeeding year thereafter. The Consumer Price Index ("the CPI") shall mean the CPI for all urban consumers as maintained by the Bureau of Labor Statistics of the United States Department of Labor for New York and Northern New Jersey. If at any time during the period of this

Agreement the CPI is no longer published or issued, the Parties shall use any other Index that is then generally recognized and accepted for similar determinations of purchasing power that can be mutually agreed upon by the Parties.

4. Nothing contained herein shall be construed to exempt the Company from compliance with the local laws, ordinances or resolutions of the Town, including but not limited to those relating to the construction or location of any equipment or facilities or the maintenance thereof.
5. The Company agrees that it will not convey or dispose of said Rights by lease, assignment or otherwise, without the prior written consent of the Town Board of the Town, except that the Company may transfer said Rights or an interest therein or portion thereof to any entity owned or controlled by or under common control with the Company. No consent shall be required for any assignment for collateral, pledge, transfer in trust, mortgage or hypothecation as a whole or in part for the purpose of securing any indebtedness or the exercise of any remedies thereunder. The Town agrees that it will not withhold or delay any consent unreasonably or arbitrarily.
6. The Company shall have no recourse against the Town for any loss, cost expense or damage arising out of any provision or requirement of this Agreement, or its lawful application and enforcement.
7. The Rights granted to the Company hereunder, including the right to keep and operate the Equipment in its present location, shall be perpetual. However, if the Company shall fail to pay the fee required by Section 3 above or otherwise fails to comply in any material respects with the requirements of this Agreement, the Town may upon notice to the Company declare a default hereunder, said notice

to be served by certified mail, return receipt requested, addressed to the Company at its address set forth on page I of this Agreement or such other address (of the Company or its lenders) as the Company shall specify in writing in accordance with Section 23. If the Company (or such lenders) shall fail to cure such default within 60 days after receipt of such notice, the Company shall, upon the Town's demand, promptly remove any of its equipment, materials or other items on the Equipment Sites which restrict or obstruct the use or operation of the Roads and restore any portion of the Equipment Sites excavated or otherwise damaged by the Company to the same condition in which such areas existed prior to such excavation, damage or removal. Such removal and restoration shall not relieve the Company of its obligation to cure such default or to comply with any other obligation hereunder. In addition, the Town may suspend any rights the Company may have hereunder to excavate or otherwise restrict the use of the Roads for repeated material violations of this Agreement until such time as the Company shall provide the Town reasonable assurance that the Company will comply with its obligations under this Agreement.

8. The Company agrees that it will file in accordance with the Town Code, its bond, in form and amount in accordance with the Town Code whenever the Company opens any of the Roads to install, repair or service any of the Equipment.
9. So long as the Equipment is on the Equipment Site, the Equipment shall be placed, erected, installed, repaired and maintained by the Company at its expense hereunder in a proper workmanlike manner so that the same shall in no way endanger the public, and shall be maintained in a safe, neat, clean and orderly condition at all times. The Company shall, at the Company's own cost and expense, take good care

of the Equipment and shall make any and all ordinary and necessary repairs thereto as may be required. All construction and maintenance of the Equipment hereunder shall be carried out by the Company at its expense in accordance with the requirements of all applicable Federal, State and/or Town (and their agencies and/or subdivisions) statutes, local laws, ordinances, codes, rules or regulations.

10. Any privilege claimed under this Agreement by the Company in any portion of the Roads shall be subordinate to any existing legal rights of record thereof.
11. The Company will furnish the Town Board of the Town information and sketches which accurately define the location of its installations in, over and under River Road, Soap Hill Road and Danskammer Road.
12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.
13. The Company acknowledges that it is fully familiar with the physical condition of the Equipment Sites. The Company acknowledges and agrees that neither the Town nor the Town Highway Superintendent has made any representations or promises as to the condition of said Equipment Sites.
14. The Company agrees that the Town Highway Superintendent and/or Town Engineer shall have the right to enter into and upon the Equipment Sites, or any part thereof, at all reasonable hours for the purpose of examining the same, so far as the Town Highway Superintendent and/or Town Engineer may deem desirable or necessary for the safety and protection of said area or for the

purpose of seeing that the provisions of this Agreement are fully carried out and complied with by the Company.

15. In the event that it is necessary for the Company to excavate in order to obtain access to any Equipment, the Company shall be fully responsible for any expenses incurred in replacing any blacktop or other road surface materials which are damaged or distributed as a result of such excavation.
16. If any lien is filed against the Equipment Sites as a result of any installation, repairs, maintenance or work performed by the Company on, over or under the Equipment Sites, the Company shall cause said lien to be removed or bonded within ten (10) days after it has been filed, and the failure of the Company to remove said lien shall obligate the Company to the Town for any damages resulting therefrom.
17. The Company agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or omissions of the Company, its officers, agents, employees, customers, suppliers, guests or invitees in the exercise of the Rights granted to the Company hereunder.
18. The Company agrees that the Company shall defend, indemnify and save harmless the Town Highway Superintendent, the Town's officers, agents and employees from any and all suits, actions, claims, causes of action of every name and description brought against the Town Highway Superintendent and/or the Town's officers, agents or employees for and on account of any injuries or damages received or sustained by any party or parties by or from the negligence, acts or omissions of the Company, its officers, agents, employees, customers, suppliers, guest or invitees in

the exercise of the Company's rights hereunder. Such indemnity and liability shall not be limited by reason of enumeration of any insurance coverage herein provided. Nothing herein shall create or give to third parties any claim or right of action against the Town Highway Superintendent, and/or the Town's officers, agents, employees beyond such as may legally exist irrespective of the foregoing paragraph.

19. The Company agrees that it will, at its own cost and expense, obtain and keep in effect during the term of this Agreement, a comprehensive general liability policy naming the Town, the Town Highway Superintendent and the Town Engineer as additional insureds, insuring against liability for injury to persons (and death) or property of any person or persons occasioned from or arising out of this Agreement. Said policy shall have single limit coverage in the amount of no less than Three Million Dollars (\$3,000,000.00). A certificate of insurance evidencing the coverage required herein shall be delivered to the Town within thirty (30) days of the execution of this Agreement, and thereafter at least thirty (30) days prior to the expiration of such policy. Each such insurance policy shall state on it that the insuring company shall give the Town thirty (30) days notice, in writing, in advance of any cancellation of any such policy.
20. It is understood and agreed that whether or not it is specifically so provided herein, any provision of this Agreement which, by its nature and effect, is required to be observed, kept or performed after any termination of this Agreement, shall survive such termination and shall not be merged therein, but shall be and remain binding upon and for the benefit of the Town Highway Superintendent and/or Town Engineer and the Town's officers, agents and employees until fully observed, kept or performed by the Company.

21. The Company is an independent contractor and is not an employee, agent or partner of the Town Highway Superintendent and/or Town Engineer, and the Town's officers, agents and employees for any purpose whatsoever.
22. This Agreement shall be construed in accordance with the laws of the State of New York.
23. Any notices and payments required by this Agreement shall be in writing, mailed first class, certified, registered or delivered by hand to the addresses of the parties set forth on page 1 of the Agreement or to such addresses as may be designated from time to time by either party in writing. Such notices shall take effect when mailed or when received if delivered by hand.
24. Any and all prior agreements and/or privileges, rights and/or grants concerning the permitted location of the Equipment at the Equipment Sites by and between the Town and the Company, and any predecessor in interest in the Equipment are hereby terminated and canceled effective immediately.
25. This Agreement contains the entire agreement between the parties hereto and supersedes all prior permits, agreements, understandings, negotiations and arrangements between the parties concerning the permitted location of the Equipment at the Equipment Sites and may not be changed or terminated orally and no amendment, modification, change or waiver of any of the provisions hereof shall be binding unless in writing and signed by the parties hereto. There are no terms or conditions other than those contained herein concerning the permitted location of the Equipment at the Equipment Sites and there are no written or verbal statements or representations, warranties or agreements between the parties hereto with respect to the permitted location of the Equipment at the Equipment Sites which have not

been embodied herein. No privilege or exemption is granted or conferred by this Agreement except those specifically prescribed herein.

26. All Rights, including the benefits and burdens shall be binding upon and inure to the benefit of the parties hereto, their successor and assigns.

IN WITNESS WHEREOF, the Town Board of the Town of Newburgh has caused these presents to be signed by GILBERT J. PIAQUADIO, its Supervisor, duly authorized to do so and to be attested to by LISA M VANCE AYERS Town Clerk, and ROSETON GENERATING LLC has caused these presents to be signed by _____ the day and year first above written.

TOWN OF NEWBURGH

By: _____
Name Title

ROSETON GENERATING LLC

By: _____
Name Title

STATE OF NEW YORK;

COUNTY OF ORANGE:

On the ____ day of _____ 2024, before me, the undersigned, a notary public in and for said State, 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 the person upon behalf of which the individual acted executed the instrument.

Notary Public

STATE OF NEW YORK:

COUNTY OF ORANGE;

On the ____ day of _____ 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared GILBERT J. PIAQUADIO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

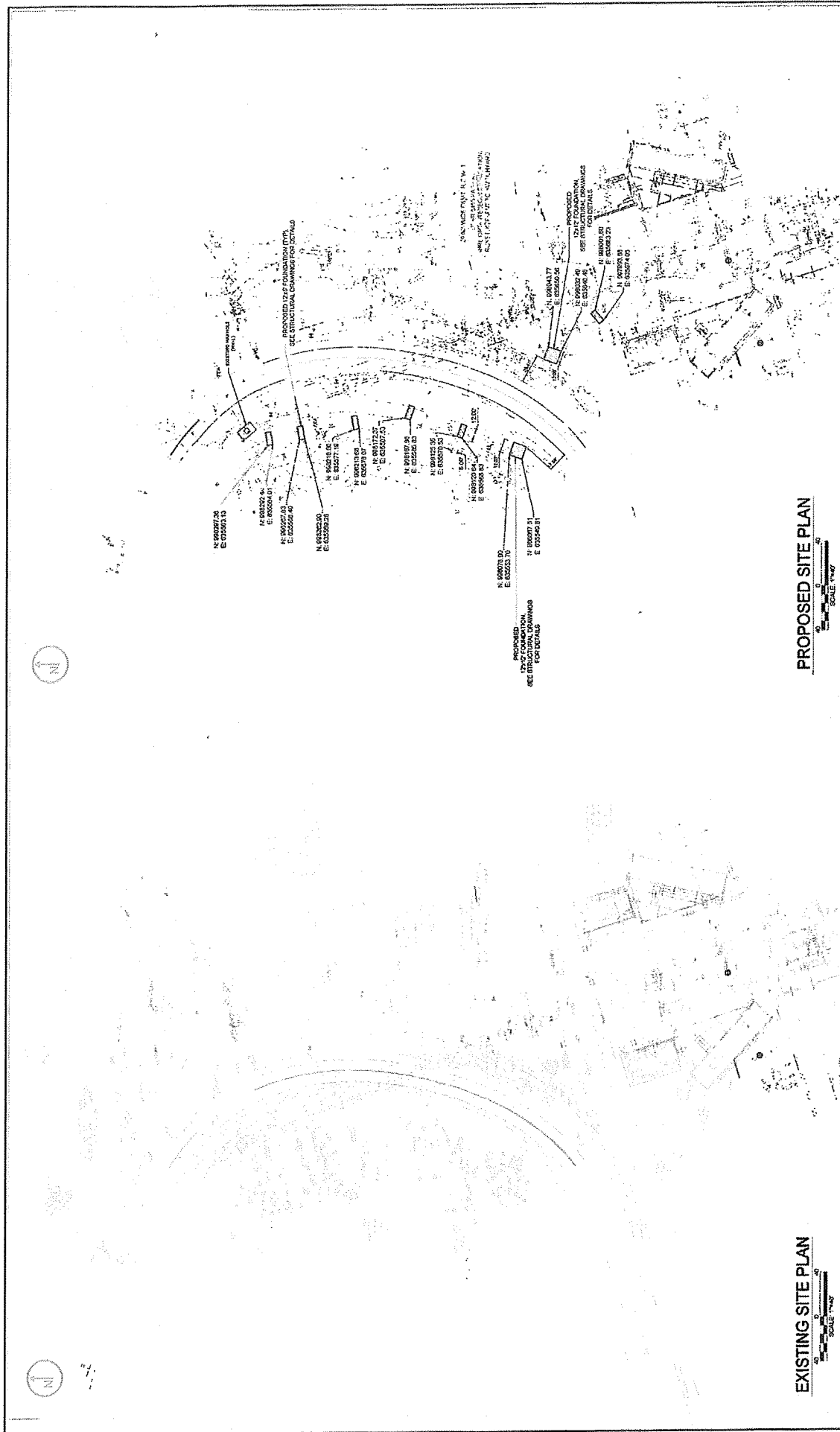
STATE OF NEW YORK:

COUNTY OF ORANGE:

I, Lisa M. Vance Ayers, certify that I am the Town Clerk of the Town of Newburgh, a municipal corporation, organized and existing under the law of the State of New York, and a party to the foregoing instrument; that Gilbert J. Piaquadio, who signed said instrument on behalf of the Town of Newburgh, was at the time of the execution the duly elected and serving Supervisor of the Town of Newburgh, and that said instrument was duly signed for and on behalf of the said TOWN by authority granted to him by the Town Board of the Town of Newburgh.

Lisa M. Vance Ayers, Town Clerk

Exhibit “A”



EXISTING SITE PLAN

PROPOSED SITE PLAN

THIS DRAWING IS THE PROPERTY OF ROSETON GENERATING LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ROSETON GENERATING LLC.

ROSETON
GENERATING LLC

DATE: 06/01/2024
BY: J. HENDERSON
CHECKED: J. HENDERSON
DATE: 06/01/2024

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.

EXISTING SITE PLAN &
PROPOSED SITE PLAN
RIVER ROAD, NEWBURGH, NY

[illegible][illegible][illegible][illegible]

ITEM	MAX ALLOWABLE INCREASE	MAX ALLOWABLE DECREASE	MAX TOTAL VARIANCE	MAX PERCENTAGE VARIANCE	EXPLANATION OF VARIANCE
A. MATCH GRANT	6500		6500	5%	
					27,304,111
					CLASSIFIED

1	REINFORCEMENT WORK OF RETAINING, INFILTRATION, AND EROSION SHALL CONFORM TO ACI 318, MINIMUM COST REQUIREMENTS FOR REINFORCED CONCRETE, ACTING AS A RETAINING WALL, AND SHALL BE CONSIDERED AS SUCH. REINFORCEMENT SHALL BE DESIGNED TO RESIST THE FULL DESIGN LOADS. STEEL REINFORCEMENT SHALL BE NOTED OTHERWISE, BUT SHALL BE IN ACCORDANCE WITH THE FOLLOWING:	3"
2	A. BARS, TIES, AND STRIPS SHALL HAVE A MINIMUM SIZE OF 1/4" (10#) OR 3/8" (6#) OR 3/4" (4#) OR 1" (3#), DEPENDING ON THE THICKNESS OF THE CONCRETE. BARS SHALL BE SPACED AT 12" ON CENTER OR 16" ON CENTER OR 24" ON CENTER OR 36" ON CENTER OR 48" ON CENTER OR 60" ON CENTER OR 72" ON CENTER OR 96" ON CENTER OR 120" ON CENTER OR 144" ON CENTER OR 168" ON CENTER OR 192" ON CENTER OR 216" ON CENTER OR 240" ON CENTER OR 288" ON CENTER OR 360" ON CENTER OR 480" ON CENTER OR 720" ON CENTER OR 960" ON CENTER OR 1440" ON CENTER OR 1920" ON CENTER OR 2880" ON CENTER OR 3600" ON CENTER OR 4800" ON CENTER OR 7200" ON CENTER OR 9600" ON CENTER OR 14400" ON CENTER OR 19200" ON CENTER OR 28800" ON CENTER OR 36000" ON CENTER OR 48000" ON CENTER OR 72000" ON CENTER OR 96000" ON CENTER OR 144000" ON CENTER OR 192000" ON CENTER OR 288000" ON CENTER OR 360000" ON CENTER OR 480000" ON CENTER OR 720000" ON CENTER OR 960000" ON CENTER OR 1440000" ON CENTER OR 1920000" ON CENTER OR 2880000" ON CENTER OR 3600000" ON CENTER OR 4800000" ON CENTER OR 7200000" ON CENTER OR 9600000" ON CENTER OR 14400000" ON CENTER OR 19200000" ON CENTER OR 28800000" ON CENTER OR 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WHERE REINFORCEMENT IS SHOWN IN SECTION, REINFORCEMENT IS CONSIDERED TYPICAL TYPE, UNLESS NOTED OTHERWISE. WHERE THERE IS A CONFLICT BETWEEN SECTION OF COLUMN VERTICAL BARS AND BEAM HORIZONTAL BARS, THE COLUMN BARS SHALL REMAIN IN THEIR DESIGNED POSITIONS AND BEAM BAR LOCATIONS SHALL BE ADJUSTED TO AVOID CONFLICT. REINFORCEMENT SHALL BE CONTINUOUS THROUGH CONSTRUCTION JOINTS UNLESS OTHERWISE SHOWN. REINFORCEMENT SHALL BE TYPICAL TYPE, UNLESS NOTED OTHERWISE. PROVIDE A MINIMUM OF TWO #4 BARS PER FOOT OF JOINT LENGTH. UNLESS OTHERWISE NOTED, PROVIDE A MINIMUM OF TWO #4 BARS PER FOOT OF JOINT LENGTH BETWEEN THE TOP AND MAIN REINFORCEMENT OF SUPPORTED ELEMENT UNLESS OTHERWISE NOTED. INSTALLATION OF REINFORCEMENT SHALL BE COMPLETED AT LEAST 24 HOURS PRIOR TO THE SCHEDULED CONCRETE PLACEMENT. NOTIFY BUILDER OF RECORD AND INSPECTOR OF COMPLETION AT LEAST 24 HOURS PRIOR TO CONCRETE PLACEMENT. REINFORCEMENT SHALL COMPLY TO AISC 360 (INCLUDING PREHARD REQUIREMENTS) ONLY UNLESS INDICATED ON DRAWINGS TO BE WELDED SHALL BE WELDED.

[illegible][illegible][illegible]

1	FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH AISC 360, "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS," AND AISC 305, "CODE OF STANDARD PRACTICES FOR STEEL BUILDINGS AND FABRICATING PLANTS."	
2	STEEL DESIGNER SHALL BE DESIGNED UTILIZING ALLOWABLE STRESS DESIGN (ASD) METHODS AS PER AISC 360.	
3	STRUCTURAL STEEL SHALL BE DELIVERED IN ACCORDANCE WITH "DETAILS OF STEEL CONNECTIONS FOR STRUCTURAL STEEL BUILDINGS," 4TH EDITION, 1989, PUBLISHED BY AISC.	
4	UNLESS OTHERWISE NOTED, ALL STEEL SHALL BE ASTM A992	(F _y = 50 KSI)
5	WELDED CONNECTIONS SHALL BE:	
6	a. FLOW-BUTTED, FULL PENETRATING JOINTS	ASTM A572 GR 50
7	b. TYPICAL CONNECTIONS SHALL BE:	
8	i. WELDING SHALL BE PERFORMED BY:	WELDER C
9	ii. WELDING SHALL BE PERFORMED BY:	WELDER D
10	iii. WELDING SHALL BE PERFORMED BY:	WELDER E
11	iv. WELDING SHALL BE PERFORMED BY:	WELDER F
12	v. WELDING SHALL BE PERFORMED BY:	WELDER G
13	vi. WELDING SHALL BE PERFORMED BY:	WELDER H
14	vii. WELDING SHALL BE PERFORMED BY:	WELDER I
15	viii. WELDING SHALL BE PERFORMED BY:	WELDER J
16	ix. WELDING SHALL BE PERFORMED BY:	WELDER K
17	x. WELDING SHALL BE PERFORMED BY:	WELDER L
18	xi. WELDING SHALL BE PERFORMED BY:	WELDER M
19	xii. WELDING SHALL BE PERFORMED BY:	WELDER N
20	xiii. WELDING SHALL BE PERFORMED BY:	WELDER O
21	xiv. WELDING SHALL BE PERFORMED BY:	WELDER P
22	xv. WELDING SHALL BE PERFORMED BY:	WELDER Q
23	xvi. WELDING SHALL BE PERFORMED BY:	WELDER R
24	xvii. WELDING SHALL BE PERFORMED BY:	WELDER S
25	xviii. WELDING SHALL BE PERFORMED BY:	WELDER T
26	xix. WELDING SHALL BE PERFORMED BY:	WELDER U
27	xx. WELDING SHALL BE PERFORMED BY:	WELDER V
28	xxi. WELDING SHALL BE PERFORMED BY:	WELDER W
29	xxii. WELDING SHALL BE PERFORMED BY:	WELDER X
30	xxiii. WELDING SHALL BE PERFORMED BY:	WELDER Y
31	xxiv. WELDING SHALL BE PERFORMED BY:	WELDER Z
32	xxv. WELDING SHALL BE PERFORMED BY:	WELDER AA
33	xxvi. WELDING SHALL BE PERFORMED BY:	WELDER AB
34	xxvii. WELDING SHALL BE PERFORMED BY:	WELDER AC
35	xxviii. WELDING SHALL BE PERFORMED BY:	WELDER AD
36	xxix. WELDING SHALL BE PERFORMED BY:	WELDER AE
37	xxx. WELDING SHALL BE PERFORMED BY:	WELDER AF
38	xxxi. WELDING SHALL BE PERFORMED BY:	WELDER AG
39	xxxii. WELDING SHALL BE PERFORMED BY:	WELDER AH
40	xxxiii. WELDING SHALL BE PERFORMED BY:	WELDER AI
41	xxxiv. WELDING SHALL BE PERFORMED BY:	WELDER AJ
42	xxxv. WELDING SHALL BE PERFORMED BY:	WELDER AK
43	xxxvi. WELDING SHALL BE PERFORMED BY:	WELDER AL
44	xxxvii. WELDING SHALL BE PERFORMED BY:	WELDER AM
45	xxxviii. WELDING SHALL BE PERFORMED BY:	WELDER AN
46	xxxix. WELDING SHALL BE PERFORMED BY:	WELDER AO
47	xl. WELDING SHALL BE PERFORMED BY:	WELDER AP
48	xli. WELDING SHALL BE PERFORMED BY:	WELDER AQ
49	xlii. WELDING SHALL BE PERFORMED BY:	WELDER AR
50	xliii. WELDING SHALL BE PERFORMED BY:	WELDER AS
51	xliv. WELDING SHALL BE PERFORMED BY:	WELDER AT
52	xlv. WELDING SHALL BE PERFORMED BY:	WELDER AU
53	xlvi. WELDING SHALL BE PERFORMED BY:	WELDER AV
54	xlvii. WELDING SHALL BE PERFORMED BY:	WELDER AW
55	xlviii. WELDING SHALL BE PERFORMED BY:	WELDER AX
56	xlvix. WELDING SHALL BE PERFORMED BY:	WELDER AY
57	xli. WELDING SHALL BE PERFORMED BY:	WELDER AZ
58	xlii. WELDING SHALL BE PERFORMED BY:	WELDER BA
59	xliii. WELDING SHALL BE PERFORMED BY:	WELDER BB
60	xliv. WELDING SHALL BE PERFORMED BY:	WELDER BC
61	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BD
62	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BE
63	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BF
64	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BG
65	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BH
66	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BI
67	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BJ
68	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BK
69	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BL
70	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BM
71	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BN
72	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BO
73	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BP
74	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BQ
75	xlv. WELDING SHALL BE PERFORMED BY:	WELDER BR
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84	xlv. WELDING SHALL BE PERFORMED BY:	WELDER CA
85	xlv. WELDING SHALL BE PERFORMED BY:	WELDER CB
86	xlv. WELDING SHALL BE PERFORMED BY:	WELDER CC
87	xlv. WELDING SHALL BE PERFORMED BY:	WELDER CD
88	xlv. WELDING SHALL BE PERFORMED BY:	WELDER CE
89	xlv. WELDING SHALL BE PERFORMED BY:	WELDER CF
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[illegible][illegible]

ROSETON GENERATING
LLC

THIS CONTRACT IS HEREBY OFFERED BY THE SELLER TO THE BUYER. THE BUYER'S ACCEPTANCE OF THIS CONTRACT SHALL BE DEEMED TO BE THE BUYER'S ACCEPTANCE OF THE SELLER'S TERMS AND CONDITIONS. THE BUYER'S ACCEPTANCE OF THIS CONTRACT SHALL BE DEEMED TO BE THE BUYER'S ACCEPTANCE OF THE SELLER'S TERMS AND CONDITIONS. THE BUYER'S ACCEPTANCE OF THIS CONTRACT SHALL BE DEEMED TO BE THE BUYER'S ACCEPTANCE OF THE SELLER'S TERMS AND CONDITIONS.

THE SELLER'S OFFICE IS LOCATED AT 12345 MAIN STREET, SUITE 100, DALLAS, TEXAS 75201. THE SELLER'S PHONE NUMBER IS (214) 555-1234. THE SELLER'S FAX NUMBER IS (214) 555-5678. THE SELLER'S E-MAIL ADDRESS IS SELLER@EXAMPLE.COM. THE SELLER'S WEBSITE ADDRESS IS WWW.EXAMPLE.COM.

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1	001204	ISSUED FOR CONSTRUCTION
0	001420	ISSUED FOR PRICING

PROJECT
ROSETON GENERATING FACILITY



LOW STEEL FRAMING OVERALL PLAN

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DIMENSIONS ARE REPRODUCED BY ANY MEANS. USE THE DRAWING SCALE BAR TO DETERMINE THE ACTUAL SIZE. DRAWING IS NOT SCALEABLE AND SCALE BAR IS PRESENT.

THIS IS A VIOLATION OF LAW FOR ANY PERSON WHOSE ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS OCCUPANCY

ROSETON GENERATING

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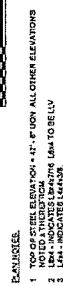
RAMBOIL AMERICAS ENGINEERING SOLUTIONS, INC.

RAMBOLL

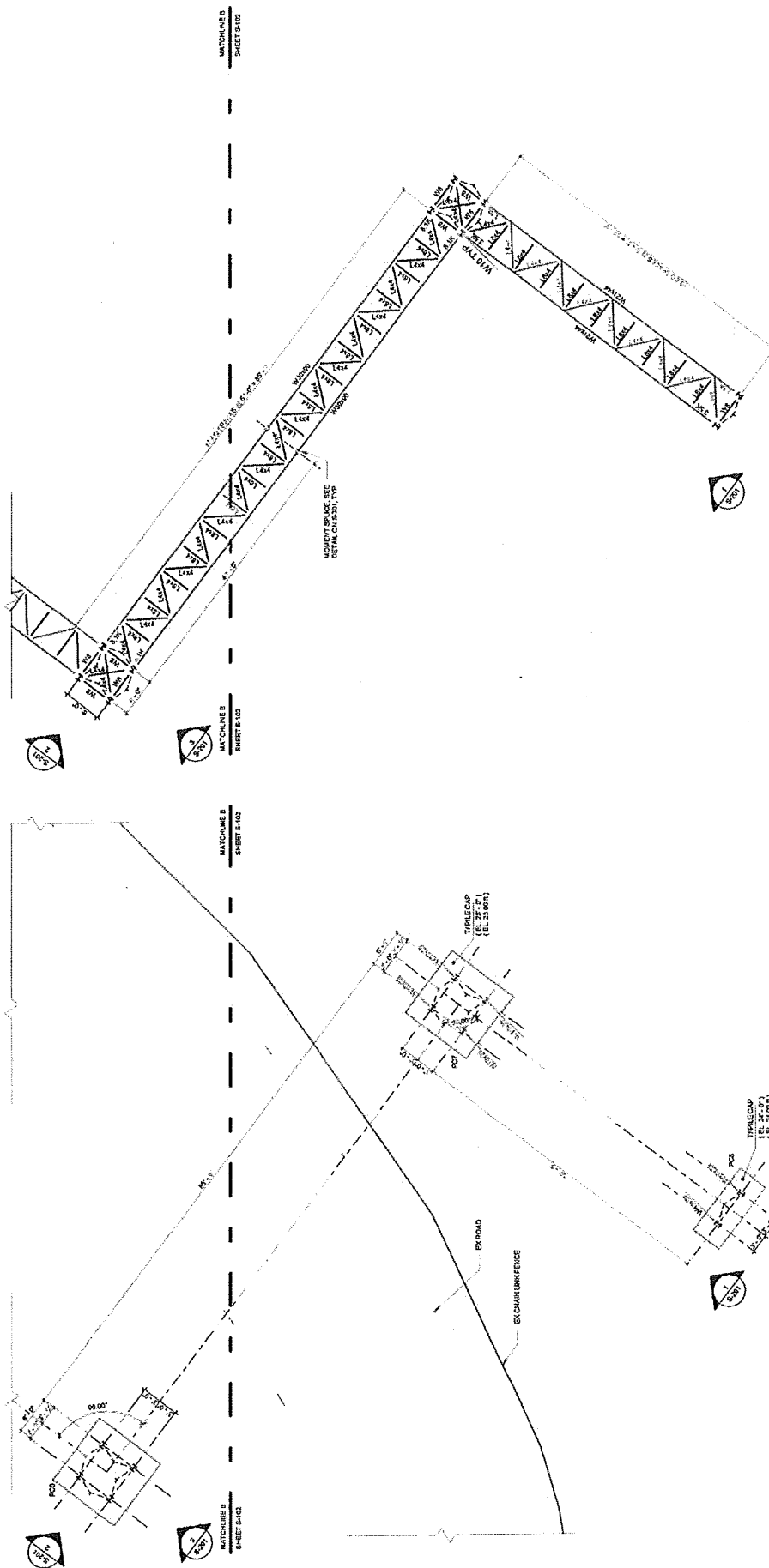
NRWBT UTILITY PROTECTION
PROJECT
ROSETON GENERATING FACILITY

OVERALL LAYOUT PLAN

S-101



ROSETON GENERATING FACILITY



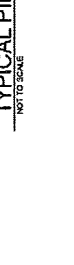
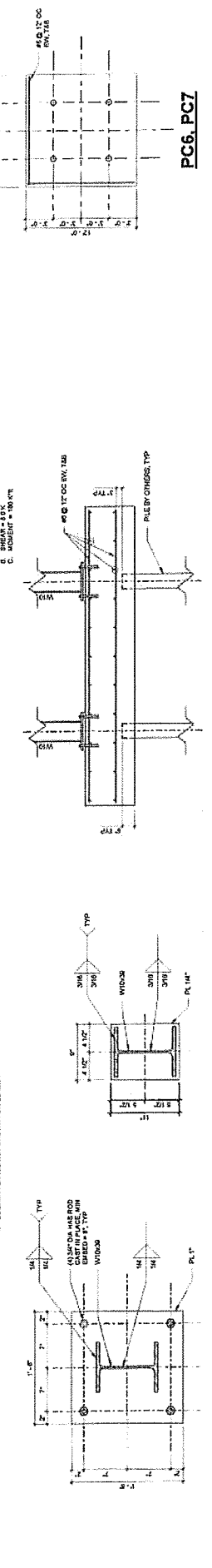
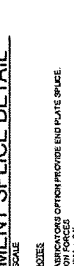
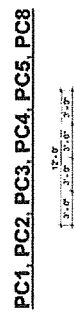
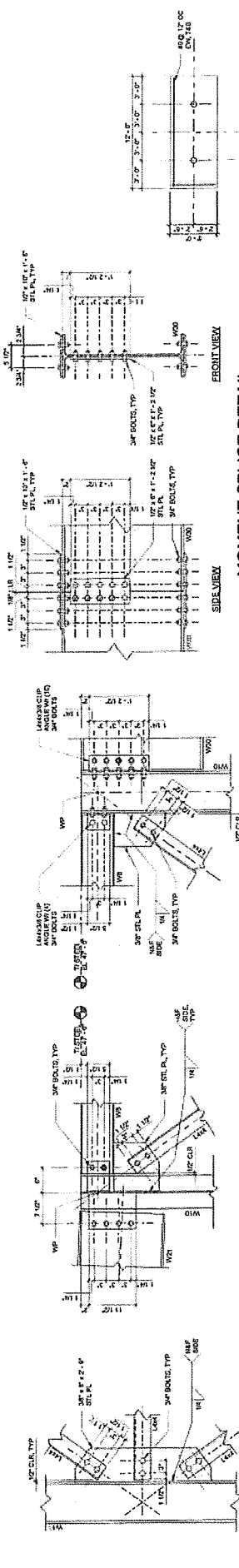
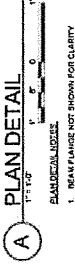
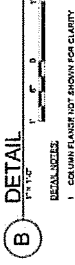
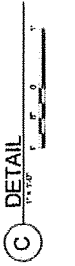
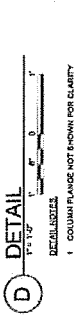
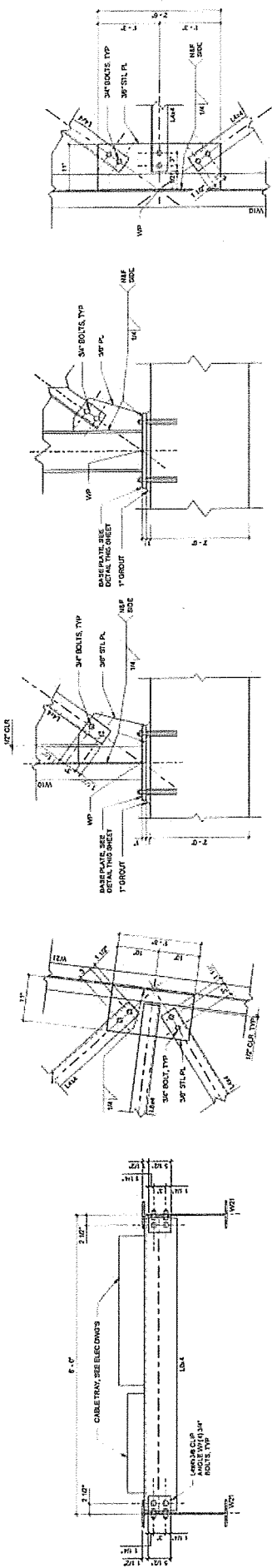
ROSETON GENERATING
 LLC

1	02/01/2024	ISSUED FOR CONSTRUCTION	L. WOODS
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4	02/01/2024	ISSUED FOR PRELIM	L. WOODS

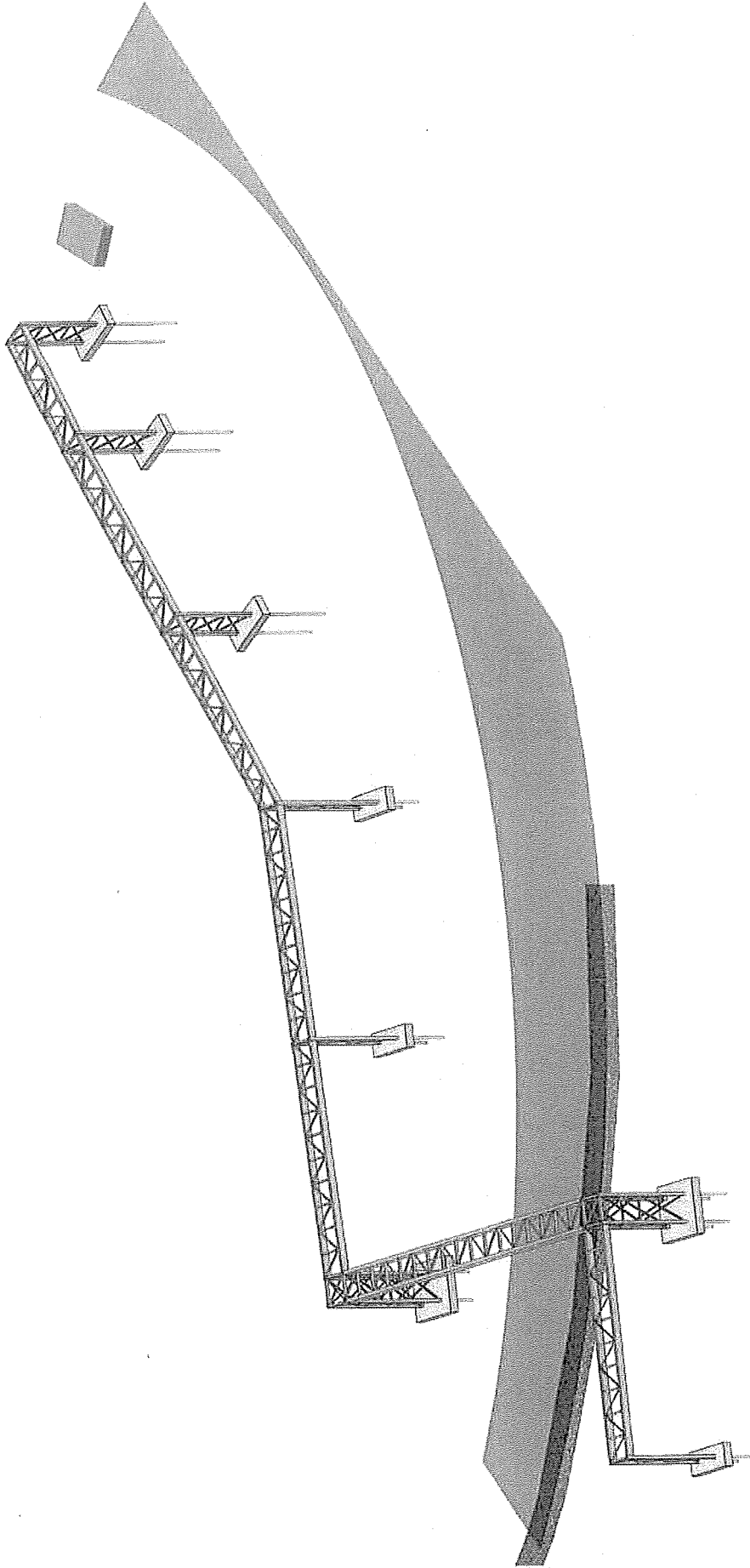
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC
 PROJECT
 ROSETON GENERATING FACILITY

SEGMENT 3 PLANS

S-104



<p>THIS DRAWING IS THE PROPERTY OF ROSETON GENERATING LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ROSETON GENERATING LLC.</p>		<p>ROSETON GENERATING LLC</p>		<p>ROSETON GENERATING FACILITY</p>		<p>SECTIONS AND DETAILS</p>		<p>S-301</p>	
DATE	2011-11-11	DESIGNER	ROSETON	PROJECT	ROSETON GENERATING FACILITY	SECTION	SECTIONS AND DETAILS	DATE	2011-11-11
BY	ROSETON	CHECKED	ROSETON	PROJECT	ROSETON GENERATING FACILITY	SECTION	SECTIONS AND DETAILS	DATE	2011-11-11
APP'D	ROSETON	APP'D	ROSETON	PROJECT	ROSETON GENERATING FACILITY	SECTION	SECTIONS AND DETAILS	DATE	2011-11-11



3-D FULL PIPE RUN
NOT TO SCALE

THE DRAWING IS PREPARED BY THE ENGINEER AND THE SCALE INDICATED. NO GUARANTEE IS MADE FOR THE ACCURACY OF THE INFORMATION OR THE DATA PROVIDED. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE OR THE MATERIALS USED THEREIN.



ROSETON GENERATING
LLC

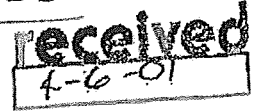
DATE: 12/13/2018
ISSUED FOR CONSTRUCTION
BY: L.W.

L. WOODS
N. EGGON
L. WOODS
L. WOODS
N. EGGON

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
PROJECT
ROSETON GENERATING FACILITY

3-D FULL PIPE BRIDGE RUN

S-901



AGREEMENT

THIS AGREEMENT, made the 6th day of April 2001, by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with its principal offices at Town Hall, 1496 Route 300, Town of Newburgh, County of Orange, State of New York (the "Town"), and DYNEGY ROSETON, L.L.C., a Delaware limited liability company, 1000 Louisiana Street, Suite 5800, Houston, Texas 77002 (the "Company").

WITNESSETH:

WHEREAS, Central Hudson Gas & Electric Corporation ("Central Hudson") owns an interest in and maintains (i) the underground duct banks that pass under River Road (also known as Soap Hill Road) in two locations that contain control signals and power service cables and related equipment that run from the power generating facilities located near said River Road known as the Roseton Power Plant (the "Roseton Power Plant") to Central Hudson's switchyard (the "Switchyard"), and (ii) the two overhead 345 KV power lines extending from the Roseton Power Plant to the Switchyard; one of which overhead power lines crosses above River Road in two locations and the other of which crosses above Danskammer Road (the portion of the underground duct bank which runs under, together with the control signals and power service cables and related equipment contained therein (other than certain cables owned exclusively by Central Hudson), and the portion of the two 345 KV power lines which run over, River Road and Danskammer Road are referred to herein as the "Equipment", and the portion of River Road and Danskammer Road where such Equipment is currently located is referred to herein as the "Equipment Sites"); and

WHEREAS, Central Hudson has sold and transferred to the Company all of its right, title and interest in and to the Roseton Power Plant; and

WHEREAS, the Company is a limited liability company authorized to do business in the State of New York and desires to acquire the entire right, title and interest of Central Hudson in and to the Equipment; and

WHEREAS, the Company seeks expressed and independent authority from the Town to operate, repair, replace and maintain the Equipment in its present and existing locations; and

WHEREAS, it is in the public interest to enter into this Agreement and provide to the Company the Rights granted hereunder;

NOW THEREFORE, in consideration of mutual covenants hereinafter set forth, and the payment by the Company to the Town of the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00), the parties agree as follows:

1. Pursuant to, and in accordance with, the provisions of Section 64(7) of the Town Law and other applicable provisions of law, the Town grants to the Company the right, permission, franchise and consent (collectively the "Rights") to allow the Company to operate, repair, replace and maintain the Equipment in its present and existing locations on, under and over the Equipment Sites for the purpose of the continued transmitting and/or distributing electrical and related service to and from the Roseton Power Plant and any generating facilities located adjacent thereto. Said Rights are hereby granted by the Town Board of the Town of Newburgh, and are hereby accepted by the Company, subject to the terms and conditions set forth hereinafter. The Company agrees that the Rights granted hereunder are limited to the Equipment Sites.
2. Any construction or maintenance and/or removal of the Equipment that affects River Road, Soap Hill Road and/or Danskammer Road (collectively the "Roads")

or which would, or could obstruct traffic on any of said Roads shall be repaired and/or removed in accordance with the applicable rules and regulations of the Town of Newburgh as in effect at the time of such construction, maintenance or removal (the "Town Code"). Such construction and/or maintenance shall not unreasonably interfere with traffic over, or public use of, any of said Roads and the Company shall comply with reasonable requirements as may be prescribed by the Town Highway Superintendent; the expense of repairing River Road, Soap Hill Road and/or Danskammer Road as a result of any damage caused by the Company in the exercise of its Rights shall be borne by the Company; and the location of any equipment used by the Company in such construction, maintenance or removal which restricts or obstructs the use or operation of the Roads shall not be or become a vested interest but shall be removed by the Company upon completion of such construction, maintenance or removal in accordance with this Agreement.

- * 3. The Company shall pay to the Town on the execution of this Agreement the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) as a one (1) time fee for the Rights together with an annual fee of Twenty Thousand Dollars (\$20,000.00) (the "Annual Fee"). The first Annual Fee shall be paid on the execution of this Agreement and a like sum annually thereafter on each anniversary date of this Agreement. Commencing on the first anniversary date of this Agreement and in each year thereafter (the "Anniversary Date") in which the National Consumer Price Index as published for the United States Bureau of Labor Statistics in March 2001 (the "Base Year") increases, the Annual Fee shall

be increased in proportion to the rise in such Index from its level for the Base Year to its level for each succeeding year thereafter. The Consumer Price Index ("the CPI") shall mean the CPI for all urban consumers as maintained by the Bureau of Labor Statistics of the United States Department of Labor for New York and Northern New Jersey. If at any time during the period of this Agreement the CPI is no longer published or issued, the Parties shall use any other Index that is then generally recognized and accepted for similar determinations of purchasing power that can be mutually agreed upon by the Parties.

4. Nothing contained herein shall be construed to exempt the Company from compliance with the local laws, ordinances or resolutions of the Town, including but not limited to those relating to the construction or location of any equipment or facilities or the maintenance thereof.
5. The Company agrees that it will not convey or dispose of said Rights by lease, assignment or otherwise, without the prior written consent of the Town Board of the Town, except that the Company may transfer said Rights or an interest therein or portion thereof to any entity owned or controlled by or under common control with the Company. No consent shall be required for any assignment for collateral, pledge, transfer in trust, mortgage or hypothecation as a whole or in part for the purpose of securing any indebtedness or the exercise of any remedies thereunder. The Town agrees that it will not withhold or delay any consent unreasonably or arbitrarily.

6. The Company shall have no recourse against the Town for any loss, cost expense or damage arising out of any provision or requirement of this Agreement, or its lawful application and enforcement.
7. The Rights granted to the Company hereunder, including the right to keep and operate the Equipment in its present location, shall be perpetual. However, if the Company shall fail to pay the fee required by Section 3 above or otherwise fails to comply in any material respects with the requirements of this Agreement, the Town may upon notice to the Company declare a default hereunder, said notice to be served by certified mail, return receipt requested, addressed to the Company at its address set forth on page 1 of this Agreement or such other address (of the Company or its lenders) as the Company shall specify in writing in accordance with Section 23. If the Company (or such lenders) shall fail to cure such default within 60 days after receipt of such notice, the Company shall, upon the Town's demand, promptly remove any of its equipment, materials or other items on the Equipment Sites which restrict or obstruct the use or operation of the Roads and restore any portion of the Equipment Sites excavated or otherwise damaged by the Company to the same condition in which such areas existed prior to such excavation, damage or removal. Such removal and restoration shall not relieve the Company of its obligation to cure such default or to comply with any other obligation hereunder. In addition, the Town may suspend any rights the Company may have hereunder to excavate or otherwise restrict the use of the Roads for repeated material violations of this Agreement until such time as the Company

shall provide the Town reasonable assurance that the Company will comply with its obligations under this Agreement.

8. The Company agrees that it will file in accordance with the Town Code, its bond, in form and amount in accordance with the Town Code whenever the Company opens any of the Roads to install, repair or service any of the Equipment.
9. So long as the Equipment is on the Equipment Site, the Equipment shall be placed, erected, installed, repaired and maintained by the Company at its expense hereunder in a proper workmanlike manner so that the same shall in no way endanger the public, and shall be maintained in a safe, neat, clean and orderly condition at all times. The Company shall, at the Company's own cost and expense, take good care of the Equipment and shall make any and all ordinary and necessary repairs thereto as may be required. All construction and maintenance of the Equipment hereunder shall be carried out by the Company at its expense in accordance with the requirements of all applicable Federal, State and/or Town (and their agencies and/or subdivisions) statutes, local laws, ordinances, codes, rules or regulations.
10. Any privilege claimed under this Agreement by the Company in any portion of the Roads shall be subordinate to any existing legal rights of record thereof.
11. The Company will furnish the Town Board of the Town information and sketches which accurately define the location of its installations in, over and under River Road, Soap Hill Road and Danskammer Road.
12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake

or otherwise, such provision is not inserted, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.

13. The Company acknowledges that it is fully familiar with the physical condition of the Equipment Sites. The Company acknowledges and agrees that neither the Town nor the Town Highway Superintendent has made any representations or promises as to the condition of said Equipment Sites.
14. The Company agrees that the Town Highway Superintendent and/or Town Engineer shall have the right to enter into and upon the Equipment Sites, or any part thereof, at all reasonable hours for the purpose of examining the same, so far as the Town Highway Superintendent and/or Town Engineer may deem desirable or necessary for the safety and protection of said area or for the purpose of seeing that the provisions of this Agreement are fully carried out and complied with by the Company.
15. In the event that it is necessary for the Company to excavate in order to obtain access to any Equipment, the Company shall be fully responsible for any expenses incurred in replacing any blacktop or other road surface materials which are damaged or distributed as a result of such excavation.
16. If any lien is filed against the Equipment Sites as a result of any installation, repairs, maintenance or work performed by the Company on, over or under the Equipment Sites, the Company shall cause said lien to be removed or bonded within ten (10) days after it has been filed, and the failure of the Company to

remove said lien shall obligate the Company to the Town for any damages resulting therefrom.

- 17 The Company agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or omissions of the Company, its officers, agents, employees, customers, suppliers, guests or invitees in the exercise of the Rights granted to the Company hereunder.
18. The Company agrees that the Company shall defend, indemnify and save harmless the Town Highway Superintendent, the Town's officers, agents and employees from any and all suits, actions, claims, causes of action of every name and description brought against the Town Highway Superintendent and/or the Town's officers, agents or employees for and on account of any injuries or damages received or sustained by any party or parties by or from the negligence, acts or omissions of the Company, its officers, agents, employees, customers, suppliers, guest or invitees in the exercise of the Company's rights hereunder. Such indemnity and liability shall not be limited by reason of enumeration of any insurance coverage herein provided. Nothing herein shall create or give to third parties any claim or right of action against the Town Highway Superintendent, and/or the Town's officers, agents, employees beyond such as may legally exist irrespective of the foregoing paragraph.
- 19 The Company agrees that it will, at its own cost and expense, obtain and keep in effect during the term of this Agreement, a comprehensive general liability policy naming the Town, the Town Highway Superintendent and the Town Engineer as

additional insureds, insuring against liability for injury to persons (and death) or property of any person or persons occasioned from or arising out of this Agreement. Said policy shall have single limit coverage in the amount of no less than Three Million Dollars (\$3,000,000.00). A certificate of insurance evidencing the coverage required herein shall be delivered to the Town within thirty (30) days of the execution of this Agreement, and thereafter at least thirty (30) days prior to the expiration of such policy. Each such insurance policy shall state on it that the insuring company shall give the Town thirty (30) days notice, in writing, in advance of any cancellation of any such policy.

20. It is understood and agreed that whether or not it is specifically so provided herein, any provision of this Agreement which, by its nature and effect, is required to be observed, kept or performed after any termination of this Agreement, shall survive such termination and shall not be merged therein, but shall be and remain binding upon and for the benefit of the Town Highway Superintendent and/or Town Engineer and the Town's officers, agents and employees until fully observed, kept or performed by the Company.
21. The Company is an independent contractor and is not an employee, agent or partner of the Town Highway Superintendent and/or Town Engineer, and the Town's officers, agents and employees for any purpose whatsoever.
22. This Agreement shall be construed in accordance with the laws of the State of New York.
23. Any notices and payments required by this Agreement shall be in writing, mailed first class, certified, registered or delivered by hand to the addresses of the parties


set forth on page 1 of the Agreement or to such addresses as may be designated from time to time by either party in writing. Such notices shall take effect when mailed or when received if delivered by hand.

24. Any and all prior agreements and/or privileges, rights and/or grants concerning the permitted location of the Equipment at the Equipment Sites by and between the Town and the Company are hereby terminated and canceled effective immediately.
25. This Agreement contains the entire agreement between the parties hereto and supercedes all prior permits, agreements, understandings, negotiations and arrangements between the parties concerning the permitted location of the Equipment at the Equipment Sites and may not be changed or terminated orally and no amendment, modification, change or waiver of any of the provisions hereof shall be binding unless in writing and signed by the parties hereto. There are no terms or conditions other than those contained herein concerning the permitted location of the Equipment at the Equipment Sites and there are no written or verbal statements or representations, warranties or agreements between the parties hereto with respect to the permitted location of the Equipment at the Equipment Sites which have not been embodied herein. No privilege or exemption is granted or conferred by this Agreement except those specifically prescribed herein.
26. All Rights, including the benefits and burdens shall be binding upon and inure to the benefit of the parties hereto, their successor and assigns.

IN WITNESS WHEREOF, the Town Board of the Town of Newburgh has caused these presents to be signed by GEORGE P. BUCCI, JR., its Supervisor, duly authorized to do so and to be attested to by WAYNE C. BOOTH, Town Clerk, and DYNEGY ROSETON, L.L.C. has caused these presents to be signed by DANIEL P. THOMPSON, Vice President, the day and year first above written.


TOWN OF NEWBURGH

By:


George P. Bucci, Jr., Supervisor

DYNEGY ROSETON, L.L.C.

By:

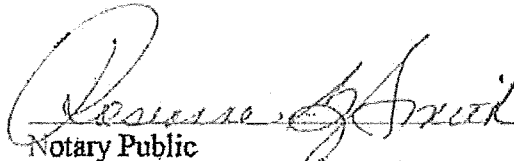

Daniel P. Thompson, Vice President

STATE OF NEW YORK;

§

COUNTY OF ORANGE:

On the 6 day of April, 2001, before me, the undersigned, a notary public in and for said state, personally appeared DANIEL P. THOMPSON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.


Notary Public

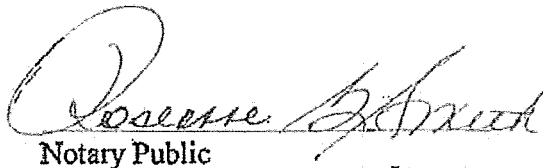
ROSEANNE B. SMITH
Notary Public, State of New York
No. 4688888
Qualified in Orange County
Commission Expires Sept. 30, 2002

STATE OF NEW YORK:

§

COUNTY OF ORANGE;

On the 6 day of April 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE P. BUCCI, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ROSEANNE B. SMITH
Notary Public, State of New York
No. 4688888
Qualified in Orange County
Commission Expires Sept. 30, 2002

STATE OF NEW YORK:

§

COUNTY OF ORANGE:

I, WAYNE C. BOOTH, certify that I am the Town Clerk of the Town of Newburgh, a municipal corporation, organized and existing under the law of the State of New York, and a party to the foregoing instrument; that GEORGE P. BUCCI, JR., who signed said instrument on behalf of the Town of Newburgh, was at the time of the execution the duly elected and serving Supervisor of the Town of Newburgh, and that said instrument was duly signed for and on behalf of the said TOWN by authority granted to him by the Town Board of the Town of Newburgh.


WAYNE C. BOOTH, TOWN CLERK



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

#15C

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LEVINSON HIEGHTS WATER MAIN EXTENSION
PROJECT;
INCREASE AND IMPROVEMENT OF THE FACILITIES OF
THE CONSOLIDATED WATER DISTRICT;
ESTABLISHMENT OF PROPOSED EXTENSION OF THE
CONSOLIDATED WATER DISTRICT
OUR FILE NO. 801.____; 800.1(B)() (2024)

DATE: AUGUST 12, 2024

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed for the Town Board's reconsideration at its regular meeting
scheduled for August 12, 2024 is the following Bond Resolution:

A RESOLUTION AUTHORIZING THE ISSUANCE OF
\$3,374,557 BONDS OF THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK, TO PAY THE COST OF
THE INCREASE AND IMPROVEMENT OF THE FACILITIES
OF THE CONSOLIDATED WATER DISTRICT, IN THE
TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

Should you have any questions or concerns please contact me.

MCT:scl

Enc.

cc: Hon. Lisa M. Vance Ayers, Town Clerk
James Osborne, Town Engineer
Patrick Hines, Engineers Representative, McGoey, Hauser & Edsall
Ronald Clum, Town Accountant
Steve Grogan, Water and Sewer Manager

BOND RESOLUTION

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York, in said Town, on the 12th day of AUGUST, 2024, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and
upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who
moved its adoption, seconded by Councilman _____ to-wit:

BOND RESOLUTION DATED AUGUST 12, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,374,557 BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT, IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York, at a maximum estimated cost of \$3,374,557; and

WHEREAS, said capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed it has been determined will not result in any significant environmental impact; and

RESOLVED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of the Consolidated Water District, in the Town of Newburgh, Orange County, New York, consisting of the purchase and installation of new eight inch and twelve inch water mains, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith as applicable, there are hereby authorized to be issued \$3,374,557 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$3,374,557, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the \$3,374,557 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Newburgh, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Consolidated Water District as applicable in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific

object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 12th day of August, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this _____ day of August, 2024.

Town Clerk

(CORPORATE SEAL)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Town of Newburgh			
Name of Action or Project:			
License agreement for right of way occupancy - Roseton cable bridge			
Project Location (describe, and attach a location map):			
River R - east of Danskamer Rd			
Brief Description of Proposed Action:			
Action involves the issuance of a license agreement for the construction and operation of a Cable Bridge structure over a Town owned and maintained roadway . Support piers will be located outside the right of way .			
Name of Applicant or Sponsor:		Telephone: 845-5644552	
Town of Newburgh		E-Mail: Supervisor@townofnewburgh.org	
Address:			
1496 RT. 300			
City/PO:		State:	Zip Code:
Newburgh		NY	12550
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.1 acres	
b. Total acreage to be physically disturbed?		.05 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. 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? b. 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?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
closed coal slag disposal site on adjoining parcel _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Gilbert Piaquado</u> Date: <u>12 Aug 2024</u> Signature: _____ Title: <u>Supervisor</u>		