SITE ACCESS AND INDEMNIFICATION AGREEMENT

This Site Access and Indemnification Agreement ("Agreement") is dated SEPTEMBER 28, 2026, between the **Village of Newark** and **New York State Department of Environmental Conservation ("DEC")**.

WHEREAS, DEC desires to access properties and/or right-of-ways owned by the **Village of Newark**, located at or near **130 East Sherman Avenue; 112 South Orchard Street; and 223 Blackmar Street, Newark, New York, 14513**, to investigate and, if determined to be necessary by **DEC**, remediate property adjacent to Coventry Commons, Site No. 859036; and

WHEREAS, DEC has advised the **Village of Newark** that it will indemnify and hold the **Village of Newark** harmless from claims resulting from its investigation and, if determined to be necessary by **DEC**, remediation of the property as set forth below;

NOW, THEREFORE, in consideration of the **Village of Newark** allowing the **DEC** and/or its contractors to investigate, and if determined to be necessary by **DEC**, remediate Village of Newark properties and/or right-of-ways located at or near **130 East Sherman Avenue; 112 South Orchard Street; and 223 Blackmar Street, Newark, New York, 14513 (together the "Village Properties")**, which are adjacent to the Coventry Commons, Site No. 859036 **("Purposes")**, **DEC** and **the Village of Newark**, intending to be legally bound agree as follows:

1. **DEC** shall make every effort to minimize any adverse impact of its entry on and occupancy of the **Village Properties**.

2. Subject to the availability of lawful appropriations, and as provided by New York State's Court Of Claims Act and Section 17 of the New York State Public Officers Law, **DEC** hereby agrees to indemnify and hold harmless **the Village of Newark** for any and all causes of action in law or equity, arising directly from the negligence of **DEC** or its employees, agents, consultants, contractors, and subcontractors to the extent attributable to said negligence, in the use and access of the **Village Properties**, for the **Purposes** as described above.

   The duty to indemnify and hold harmless shall be conditioned upon delivery to the Attorney General by the **Village of Newark** of the original or a copy of any summons, complaint, process, notice, demand or pleading within five (5) days of receipt.

   DEC, for and on behalf of its employees, agents, consultants, contractors, and subcontractors hereby releases the **Village of Newark** from any liability directly arising from the use and access of the **Village Properties** to the extent said liability is directly attributable to the negligence of **DEC** or its employees, agents, consultants, contractors, and subcontractors.

   The Village of Newark hereby acknowledges that this indemnification, hold harmless, and release agreement is given in consideration of allowing **DEC** to use the **Village Properties** for the stated **Purposes**, and that the consideration is fair and adequate.

3. **DEC** is self-insured and shall provide a letter confirming its self-insurance upon request.

4. The terms of this Agreement constitute the entire agreement between the **Village of Newark** and **DEC**. No waiver or modification to these terms shall be binding unless agreed to in writing signed by the parties. The invalidity of any part hereof shall not affect the validity of the remainder. Except as provided herein, the failure of either party to assert any right at any time hereunder shall not prevent its subsequent assertion of the same or different rights.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

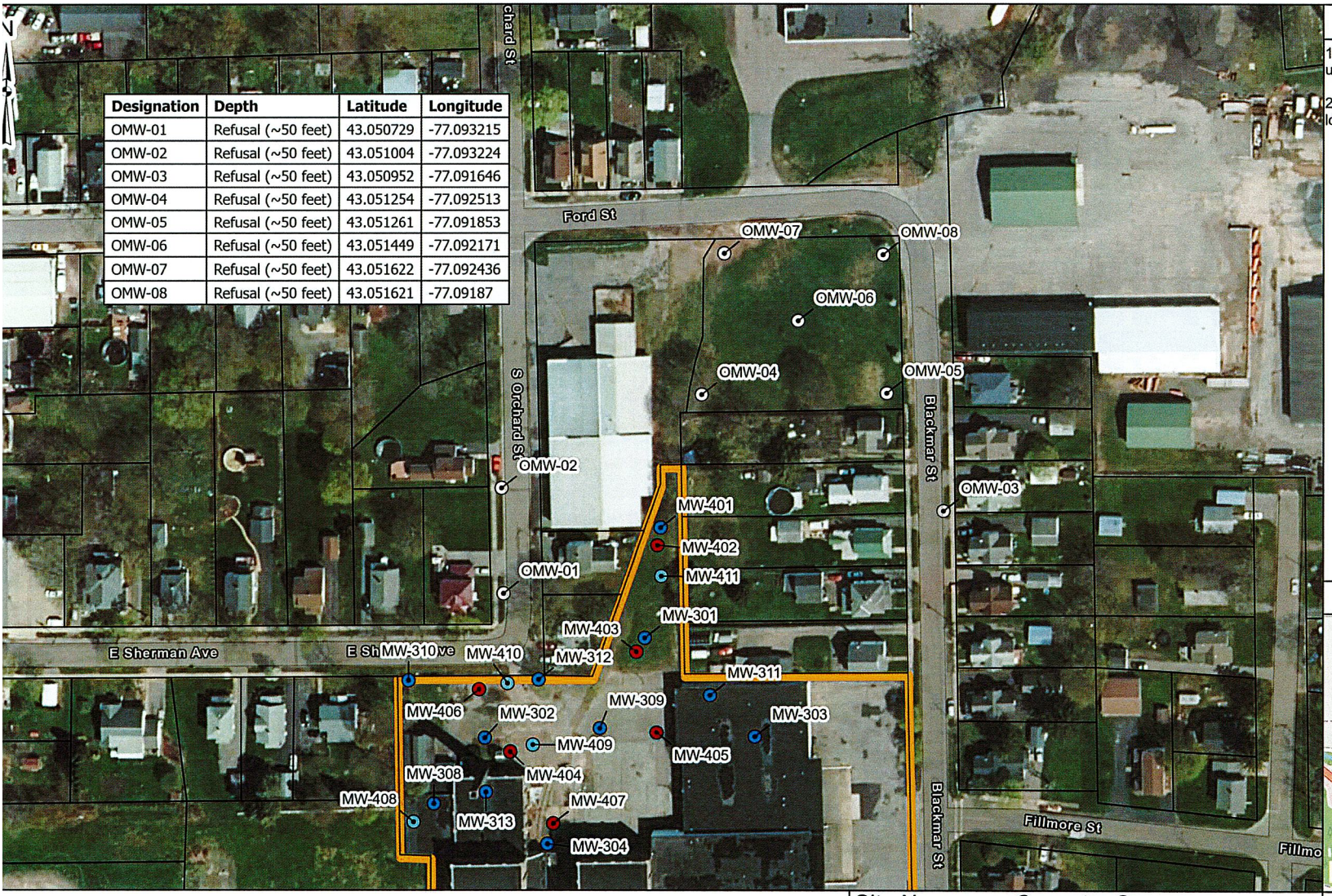
6. This Agreement represents a license that is limited in purpose and scope to the least amount of access and time reasonably required to undertake and complete the stated Purposes herein and does not represent a lease to or create in any interest in the **Village Properties** or any other property owned by the **Village of Newark** or create a partnership, joint venture or any association or relationship between the **Village of Newark** and **DEC**.

Dated: SEPTEMBER 28, 2026

The Village of Newark

Andrew Guglielmi Director, Division of Environmental Remediation

New York State
Department of Environmental Conservation



Designation	Depth	Latitude	Longitude
OMW-01	Refusal (~50 feet)	43.050729	-77.093215
OMW-02	Refusal (~50 feet)	43.051004	-77.093224
OMW-03	Refusal (~50 feet)	43.050952	-77.091646
OMW-04	Refusal (~50 feet)	43.051254	-77.092513
OMW-05	Refusal (~50 feet)	43.051261	-77.091853
OMW-06	Refusal (~50 feet)	43.051449	-77.092171
OMW-07	Refusal (~50 feet)	43.051622	-77.092436
OMW-08	Refusal (~50 feet)	43.051621	-77.09187

Notes

1. Base and Vicinity Maps developed using imagery from ESRI.

2. Proposed and existing monitoring well locations are approximate.

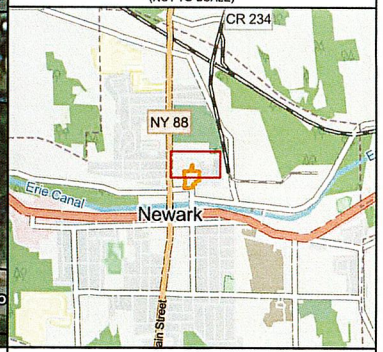
Legend

- Coventry Commons Site Boundary
- Tax Parcels - Wayne County

Monitoring Wells

- Proposed Off-Site Deep Overburden
- Shallow Overburden
- Deep Overburden
- Glacial Till

VICINITY MAP
(NOT TO SCALE)



Off-Site Remedial Investigation

Site Name:	Coventry Commons
Site Number:	859036
Location:	Newark, NY
County:	Wayne
Scale:	1" = 100 ft

NEW YORK STATE | Department of Environmental Conservation

Coordinate System: NAD 1983 2011 StatePlane New York Central FIPS 3102 Ft US