



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA

April 28, 2014

6:00 p.m.

Executive Session:

Collective Negotiations

Pending Litigation

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Communications:

4. Approval of the minutes of the meeting of April 14, 2014

Comptroller's Report:

5. Monthly Financial Summary

Proposed Public Hearing:

6. Resolution No. 99-2014  
A resolution scheduling a public hearing for May 12, 2014 to hear public comment concerning the adoption of the revised Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

7. Resolution No. 100-2014  
A resolution of the City Council of the City of Newburgh declaring its intent to be lead agency under the State Environmental Quality Review Act with respect to the adoption of the revised Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh, declaring the project to be a Type I action, considering an Environmental Assessment Form and referring same to the Orange County Planning Department and other involved and interested agencies.
8. Resolution No. 101-2014  
A resolution authorizing the Interim City Manager to accept funds from seven local businesses to provide financing through their advertising for additional copies of the third reprint of the City of Newburgh's tourism brochure "Experience Newburgh".
9. Resolution No. 102-2014  
A resolution terminating urban renewal land disposition agreements between the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. and authorizing the interim City Manager to execute terminations for each urban renewal land disposition agreement and a release of restrictive covenants and right of re-entry from deeds issued to Bard Chevrolet, Inc.
10. Resolution No. 103-2014  
A resolution authorizing the Interim City Manager to execute a lease and maintenance agreement with Ricoh USA, Inc. for a Ricoh MP2553SP copier for the Water Department at a cost of \$132.90 per month for a period of 60 months.
11. Resolution No. 104-14  
A resolution authorizing the Interim City Manager to enter into an agreement with Colby Kennels to provide for boarding services for dogs in the custody of the City of Newburgh.
12. Resolution No. 105-2014  
A resolution authorizing the Interim City Manager to enter into an agreement with the County of Orange for the Summer Youth Employment and Training Program to provide young people with work during Summer 2014.
13. Resolution No. 106-2014  
A resolution authorizing the interim City Manager to accept a proposal and execute an agreement with Weatherproofing technologies, Inc. (WTI) for temporary roof repairs for City Hall at a cost of \$3,850.00.
14. Resolution No. 107-2014  
A resolution adopting the City of Newburgh Brown's Pond Cash Collecting Policy and Procedure.

15. Resolution No. 108-2014  
A resolution adopting the City of Newburgh Grant Application Policy and Procedure.
16. Resolution No. 109-2014  
A resolution adopting the City of Newburgh Vehicle and Procedure for Commuting.
17. Resolution No. 110-2014  
A resolution authorizing the Interim City Manager to accept 25 Life Guard vests from the Sea Tow Foundation for use during the upcoming fishing season at Brown's Pond.
18. Resolution No. 111-2014  
A resolution approving the consent judgment and authorizing the Interim City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. 7138-2009 and 6819-2011 involving section 33, block 7, lot 1 (Travani Enterprises, LLC).
19. Resolution No. 112-2014  
A resolution appointing Austin F. DuBois and Jimmy R. Mera to fill vacancies on the Board of Directors of the City of Newburgh Industrial Development Agency.
20. Resolution No. 113-2014  
A resolution appointing Elizabeth J. Berardinelli to the Board of Assessment Review.
21. Resolution No. 114-2014  
A resolution to authorize the conveyance of real property known as 288 Grand Street at private sale to Gregory Nato for the amount of \$120,000.00.
22. Resolution No. 115-2014  
A resolution appointing Michael G. Ciaravino as City Manager of the City of Newburgh.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 99 - 2014

OF

APRIL 28, 2014

A RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR MAY 12, 2014 TO HEAR PUBLIC COMMENT  
CONCERNING THE ADOPTION OF THE REVISED CHAPTER 300 ENTITLED  
"ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

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 the adoption of the revised Chapter 300 Entitled "Zoning" of the Code of Ordinances of the City of Newburgh; 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 12th day of May, 2014, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York; and

BE IT FURTHER RESOLVED, that copies of the revised Chapter 300, "Zoning" are available for review on the 1<sup>st</sup> Floor of City Hall, Office of the City Clerk, 83 Broadway, Newburgh NY 12550, the Bureau of Code Compliance, 123 Grand Street, Newburgh, NY 12550; and further available for review at the Newburgh Free Library, 124 Grand Street, Newburgh, NY 12550; and can also be viewed on the City of Newburgh Website at <http://www.cityofnewburgh-ny.gov/rezoning>.

RESOLUTION NO.: 100 - 2014

OF

APRIL 28, 2014

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) WITH RESPECT TO THE ADOPTION OF THE REVISED CHAPTER 300 ENTITLED "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH, DECLARING THE PROJECT TO BE A TYPE I ACTION, CONSIDERING AN ENVIRONMENTAL ASSESSMENT FORM (EAF) AND REFERRING SAME TO THE ORANGE COUNTY PLANNING DEPARTMENT AND OTHER INVOLVED AND INTERESTED AGENCIES

WHEREAS, the City of Newburgh is proposing to adopt a revised Chapter 300 entitled "Zoning" of the City Code of Ordinances of the City of Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the revised Chapter 300 entitled "Zoning" in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes to accept an Environmental Assessment Form ("EAF") and refer the proposed Chapter 300 entitled "Zoning" to and the Orange County Planning Department pursuant to General Municipal Law Section 239-m.

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 a Type I Action; and
3. That this Council proposes to accept the Environmental Assessment Form ("EAF") attached hereto;

4. That this Council authorizes the Interim City Manager to circulate said Long Environmental Assessment Form to other "Involved Agencies" and "Interested Agencies" and
5. That this Council refers the proposed Chapter 300, entitled "Zoning" of the Code of Ordinances of the City of Newburgh to the Orange County Planning Department as required by General Municipal Law Section 239-m.

**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 project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: City of Newburgh Zoning Code Update		
Project Location (describe, and attach a general location map): City of Newburgh, New York		
Brief Description of Proposed Action (include purpose or need): The Proposed Action is an update to the existing Zoning Ordinance (Chapter 300) and Zoning Map for the City of Newburgh, to replace Chapter 300 off the City's Code to conform with the City's Adopted Future Land Use Plan (2011). At present, the City's Code does not adequately conform to the physical layout and infrastructure of the City of Newburgh. As a result, Applicants are required to seek variances and waivers for a significantly disproportionate number of proposed applications. This process is onerous, and results in the inefficient use of time and financial resources to process applications. The purpose of the new Zoning Code is implement measures that will streamline the application process and to advance the goals of the other adopted City planning documents, including, but not limited to, the Pace Streamlining Report, Waterfront Charette, Liberty/Grand Heritage Corridor, Newburgh 2020, and the Newburgh Transportation and Land Use Study. Specifically, the new Zoning Code will recognize the existing urban pattern of development, promote mixed-use development, streamline the application and review process, encourage economic development, and incorporate form-based zoning for the downtown. The process to update the Zoning Code began in January 2013 with the appointment by the City Council of a Zoning Advisory Team. This team, comprised of City officials, staff, and board members, as well as leaders of various community groups, met approximately 17 times to draft the new Zoning Code and held two public engagement sessions to solicit public feedback. The team then presented its recommendations to the City, which now proposes to adopt them in the form of the new Code.		
Name of Applicant/Sponsor: City of Newburgh		Telephone: E-Mail:
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Honorable Judy Kennedy, Mayor		Telephone: 845-569-7303 E-Mail:
Address:		
City/PO:	State:	Zip Code:
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 Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	City Council Adoption of Zoning Amendments	Proposed adoption June 2014
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	General Municipal Law 239 referral	
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <li>If Yes, complete sections C, F and G.</li> <li>If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): Brownfield Remediation Sites including: 336042, 336009, 336031, B00127, B00136, 546031, 336063, V00117, B00188, B00189, E336074, E336075, C336085, 336085, 336055; Brownfield Opportunity Area Nomination (census track 5); Hudson River Greenway; LWRP; HMP; East End Historic District;	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?  
 The Proposed Action would result in an update to Chapter 300 of the City's Code, including text amendments and zoning map changes (see Part 3).  
 \_\_\_\_\_

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? Proposed Action would result in amendments to the City of Newburgh Zoning Code (see Part 3).  
 \_\_\_\_\_

**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's Office, New York State Police

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

d. What parks serve the project site?  
 Includes, but not limited to: 9/11 Memorial Park; Aquatic Center; Audrey Carey Park; Broadway Park; Clinton Square; Delano-Hitch Recreation Park; Delano-Hitch Stadium; Desmond Tennis Courts; Downing Park; Gidney Avenue Basketball Courts; Hasbrouck Street Park; Newburgh Boat Launch  
 \_\_\_\_\_

**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)?  
 \_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres  
 b. Total acreage to be physically disturbed? \_\_\_\_\_ acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ 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 proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ 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 \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ 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): \_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will 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: \_\_\_\_\_ 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: \_\_\_\_\_
- 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), 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

<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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):</p> <p>_____</p> <p>_____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>	
<p>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? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>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)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> <li>_____</li> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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? _____</p> <p>If Yes:</p> <p>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) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

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): \_\_\_\_\_

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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): \_\_\_\_\_

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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 \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 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: \_\_\_\_\_

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vi. Are public/private transportation service(s) or facilities available within 1/2 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

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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.  
 i. During Construction:  
 • Monday - Friday: \_\_\_\_\_  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_  
 ii. During Operations:  
 • Monday - Friday: \_\_\_\_\_  
 • Saturday: \_\_\_\_\_  
 • Sunday: \_\_\_\_\_  
 • Holidays: \_\_\_\_\_

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: \_\_\_\_\_  
 \_\_\_\_\_

ii. Will 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: \_\_\_\_\_  
 \_\_\_\_\_

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 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 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:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and covertypes on the project site.

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

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

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: \_\_\_\_\_

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): \_\_\_\_\_  
 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): 336042, 336036, 336009, 336031, B00127, B00136, ...  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_

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? \_\_\_\_\_ 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: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained: \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % 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 \_\_\_\_\_ 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: \_\_\_\_\_  
 \_\_\_\_\_

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: \_\_\_\_\_

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____          _____          _____</p>	
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>          If Yes:  <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____          _____  <i>ii.</i> Source(s) of description or evaluation: _____  <i>iii.</i> Extent of community/habitat:              • Currently: _____ acres              • Following completion of project as proposed: _____ acres              • Gain or loss (indicate + or -): _____ acres</p>	
<p>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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>          If yes, give a brief description of how the proposed action may affect that use: _____          _____</p>	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
<p>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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>          If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  <i>i.</i> If Yes: acreage(s) on project site? _____  <i>ii.</i> Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>          If Yes:  <i>i.</i> Nature of the natural landmark:   <input type="checkbox"/> Biological Community   <input type="checkbox"/> Geological Feature  <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____          _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>          If Yes:  <i>i.</i> CEA name: _____  <i>ii.</i> Basis for designation: _____  <i>iii.</i> Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> 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.

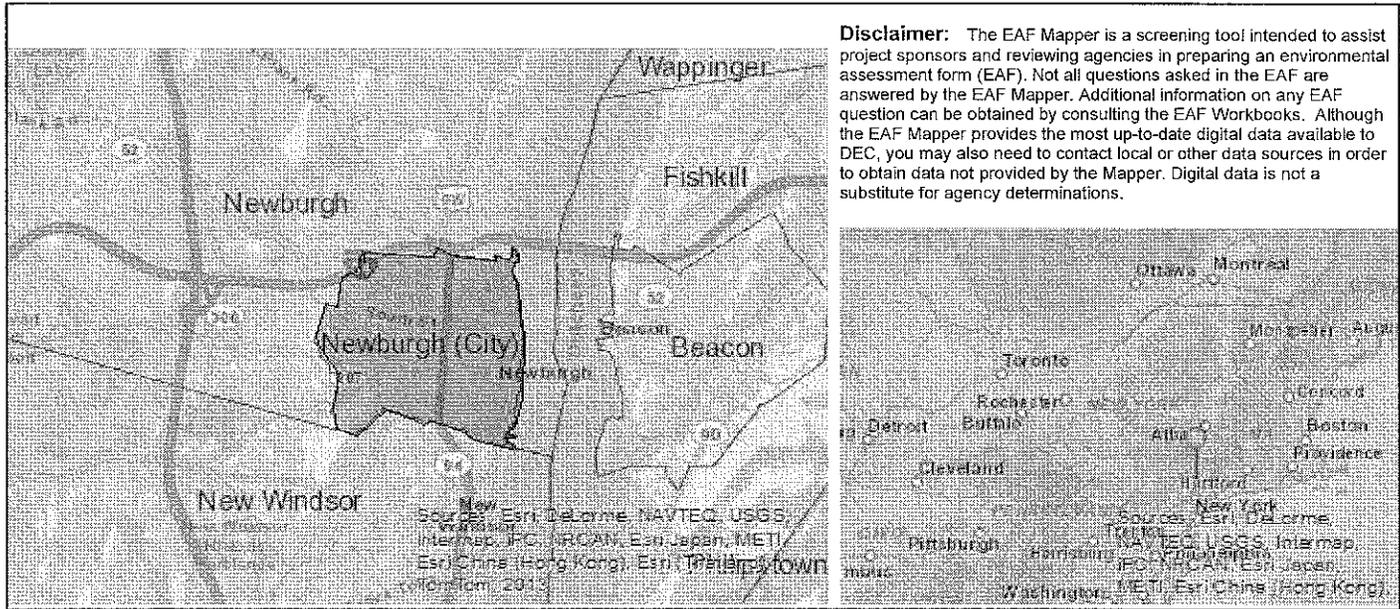
**G. Verification**

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

Applicant/Sponsor Name City of Newburgh, Honorable Judy Kennedy Date \_\_\_\_\_

Signature \_\_\_\_\_ Title Mayor

**PRINT FORM**



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.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:336042, Remediation Sites:336009, Remediation Sites:336031, Remediation Sites:B00127, Remediation Sites:B00136, Remediation Sites:546031, Remediation Sites:336063, Remediation Sites:V00117, Remediation Sites:B00188, Remediation Sites:B00189, Remediation Sites:E336074, Remediation Sites:E336075, Remediation Sites:C336085, Remediation Sites:336085, Remediation Sites:336055
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]	336042, 336009, 336031, B00127, B00136, 546031, 336063, V00117, B00188, B00189, E336074, E336075, C336085, 336055
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]	336042, 336036, 336009, 336031, B00127, B00136, V00135, 546031, 336063, V00117, B00188, B00189, E336074, E336075, 336077, C336085, 336055, C336086
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

E.2.h.iv [Surface Water Features - Stream Name]	862-212, 862-219
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland, Federal Wetland
E.2.h.iv [Surface Water Features - Wetlands Size in Acres]	Federal Wetland:38105.8536113, Federal Wetland:411.79672191, Federal Wetland:2.02510306, Federal Wetland:0.49891849, Federal Wetland:0.94241162, Federal Wetland:0.07329913, Federal Wetland:0.06566601, Federal Wetland:2.37876228, Federal Wetland:1.418881, Federal Wetland:8.09591287, Federal Wetland:0.25336216, Federal Wetland:2.71282597, Federal Wetland:0.96769233, Federal Wetland:4.35799419, Federal Wetland:13.4096026, Federal Wetland:8.01877274, Federal Wetland:0.32698715, Federal Wetland:1.79392371, Federal Wetland:0.38059508, Federal Wetland:0.48110976, NYS Wetland:54.4
E.2.h.iv [Surface Water Features - Wetlands No]	NB-29
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) – Priority Organics – Fish Consumption
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
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 Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District, Washington's Headquarters, Dutch Reformed Church, Crawford, David, House, New York State Armory, US Post Office--Newburgh, Old Town Cemetery and Palatine Church Site
E.3.f. [Archeological Sites]	Yes
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 Zoning Code Update

Date:

**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.

<b>1. Impact on Land</b> 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>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: The proposed action will improve water quality by regulating and limiting land use activities adjacent to the City's streams and lakes.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b>			
The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.			
<input checked="" type="checkbox"/> NO <input type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>The City is served by a surface water reservoir.</u>		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b>			
The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6.			
<input type="checkbox"/> NO <input checked="" type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: <u>The new Zoning Code augments the existing Flood Damage Prevention ordinance (Chapter 175) of the City by further restricting development in the floodplain within the Conservation Development District.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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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>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> 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 <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>

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	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**8. Impact on Agricultural Resources**

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)  
If "Yes", answer questions a - h. If "No", move on to Section 9.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**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.)  
 If "Yes", answer questions a - g. If "No", go to Section 10.

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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
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	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: <u>The Zoning Code update encourages responsible development along Newburgh's waterfront and downtown areas, which are visible from National Register Sites, State Parks, and locally important viewsheds. The Code includes form-based regulations and scenic viewshed protections.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

**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.)  
 If "Yes", answer questions a - e. If "No", go to Section 11.

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 or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: The Proposed Action streamlines the application and review process for structures located within the City's Historic Districts.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b> The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**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 - g. 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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: See Part 3 of the EAF. _____		<input type="checkbox"/>	<input type="checkbox"/>

**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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: New development is likely to occur as a result of the proposed action, however, it will not change the existing urban and built character and condition of the City.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

**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 I.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	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
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.)  
 If "Yes", answer questions a - h. If "No", go to Section 18.

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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

**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)  
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO.: 101 -2014

OF

APRIL 28, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT FUNDS FROM SEVEN LOCAL BUSINESSES TO PROVIDE  
FINANCING THROUGH THEIR ADVERTISING FOR ADDITIONAL  
COPIES OF THE THIRD REPRINT OF THE CITY OF NEWBURGH'S  
TOURISM BROCHURE "EXPERIENCE NEWBURGH"**

WHEREAS, in September 2006, officials, community partners, and press gathered at the Captain David Crawford House to officially launch the new brochure, "Experience! Newburgh," a full-color, illustrated "cultural heritage brochure" filled with information on the City's history and architecture, including points of interest and maps, made possible by City staff partnering with New York State Senator William Larkin, Orange County Water Department, local businesses, and residents; and

WHEREAS, "Experience! Newburgh", is a celebration of our unique history, culture, diversity, and our progress; and

WHEREAS, credit is given to Central Hudson Gas & Electric, Tom Daley, Ellen Epstein, the Historical Society of Newburgh Bay and the Highlands, the late Bob & Vivian Goodbread, Roberta Hanson, Jim Hoekema, the late George Linton, Tom Knieser, Ed McCarthy, Records Management Officer Elizabeth McKean, City Historian Mary McTamaney, Karsten Staiger, Linda Thomas, the late Bud Whitaker (former Fire Chief), Daniel Munoz of the Orange County Water Authority, and Sue Young, owner of Design by Sue on Liberty Street, who created the brochure. This labor of love is a tourism tool to promote our City's wonderful historical, architectural, and natural resources; and

WHEREAS, the City Council provided for the third reprint of 5,000 copies of the brochure and minor corrections in the 2014 budget for \$4,800.00 for the local firm of Design by Sue, who created the brochure; and

WHEREAS, the selling of seven business card-size ads, each for \$225.00, would increase the number of copies to 10,000 with additional edits and updating for an additional \$1,575.00, offering seven local businesses a unique advertising opportunity in 10,000 brochures and on the electronic version on the City's website;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Newburgh, New York that the Interim City Manager is hereby authorized to accept funds from seven local businesses to provide financing through their advertising for additional copies of the third reprint of the City of Newburgh's Tourism Brochure "Experience Newburgh".

RESOLUTION NO.: 102-2014

OF

APRIL 28, 2014

**A RESOLUTION TERMINATING URBAN RENEWAL LAND DISPOSITION AGREEMENTS BETWEEN THE NEWBURGH URBAN RENEWAL AGENCY AND BARD CHEVROLET, INC. AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE TERMINATIONS FOR EACH URBAN RENEWAL LAND DISPOSITION AGREEMENT AND A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO BARD CHEVROLET INC.**

WHEREAS, pursuant to Agreements between the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc., dated December 18, 1972, February 13, 1974 and December 10, 1975 (collectively the "Urban Renewal Land Disposition Agreements"), the Newburgh Urban Renewal Agency sold certain real property to Bard Chevrolet, Inc. for the purpose of private redevelopment in connection with an urban renewal project known as the Lake Street Project NYA-10 (the "Project"); and

WHEREAS, by Resolution No. 4 of June 28, 1976, the City Council of the City of Newburgh authorized an agreement with the Newburgh Urban Renewal Agency and approved the discharge of the Project Loan Obligation and effectively closed out the Project; and

WHEREAS, the real property, which is the subject of the Urban Renewal Land Disposition Agreements, is now identified as 5 Washington Terrace, 11 Washington Terrace and 70 Lake Street, more accurately described as Section 33, Block 7, Lot 30.2 (Formerly Lots 24, 29.3 and 30), respectively, on the official Tax Map of the City of Newburgh, and owned by Independent Living, Inc. and the property to be developed as the Independence Square Housing Project (the "Independent Living Property"); and

WHEREAS, Independent Living, Inc., by its attorneys, has requested that the City of Newburgh, as the successor in interest to the Newburgh Urban Renewal Agency, terminate the Urban Renewal Land Disposition Agreements, release the Independent Living Property from the Urban Renewal Land Disposition Agreements, and release the restrictive covenants set forth in the deeds conveying the subject properties from the Newburgh Renewal Agency to Bard Chevrolet, Inc.; and

WHEREAS, this City Council, due to the passage of time and the changing development market, finds that it is in the best interests of the City of Newburgh to terminate the Land Disposition Agreements, release the Independent Living Property from the Land Disposition Agreements, and release the restrictive covenants in the corresponding deeds in order to facilitate the transfer of the subject property from Independent Living, Inc. to Independence Square Housing Development Fund Company, Inc. and/or Independence Square Limited Partnership for the development of the Independence Square Housing Project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Agreements between the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. dated December 18, 1972 and recorded on December 22, 1972 in the Orange County Clerk's office at Liber 1929 Page 363, February 13, 1974, and December 10, 1975 and recorded on February 23, 1976 in the Orange County Clerk's office at Liber 2029 Page 728 are terminated; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute a release of part of premises agreement in favor of the Independent Living Property, in substantially the same form as annexed hereto, from each of the following agreements:

1. Agreement between the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. dated December 18, 1972 and recorded on December 22, 1972 in the Orange County Clerk's office at Liber 1929 Page 363;
2. Agreement between the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. dated December 10, 1975 and recorded on February 23, 1976 in the Orange County Clerk's office at Liber 2029 Page 728;
3. Agreement between the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. dated February 13, 1974; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the release of restrictive covenants, in substantially the same form as annexed hereto, set forth in the aforementioned Agreements and in the following deeds:

1. Paragraph no. 2 and 3 and covenants nos. 1, 2 and 3 in a deed from the Newburgh Urban Renewal Agency to Bard Chevrolet, Inc., dated December 18, 1972, and recorded on December 21, 1972 in the Orange County Clerk's office at Liber 1929, Page 35. The release and quitclaim of the aforementioned paragraph 3, shall not affect easements for utilities, public and private, sewers, water lines, streets and rights of way, which shall continue to remain in effect;

2. Paragraph no. 2 and 3 and covenants nos. 1, 2 and 3 in a deed from the Newburgh Urban Renewal Agency to Bard Chevrolet, Inc., dated March 13, 1974, and recorded on March 28, 1974 in the Orange County Clerk's office at Liber 1973, Page 627. The release and quitclaim of the aforementioned paragraph 3, shall not affect easements for utilities, public and private, sewers, water lines, streets and rights of way, which shall continue to remain in effect; and
  
3. Paragraph nos. 1, 2 and 3 and covenants nos. 1, 2, 3, 4, 5, 6 and 7 in a deed from the Newburgh Urban Renewal Agency to Bard Chevrolet, Inc., dated January 20, 1976, and recorded on February 23, 1976 in the Orange County Clerk's office at Liber 2029, Page 766. The release and quitclaim of the aforementioned paragraph 2, shall not affect easements for utilities, public and private, sewers, water lines, streets and rights of way, which shall continue to remain in effect.

**RELEASE OF PART OF PREMISES FROM RECORDED AGREEMENTS**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYER ONLY.**

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**THIS INDENTURE**, made the \_\_\_\_\_ day of April, two thousand fourteen,

**BETWEEN THE CITY OF NEWBURGH**, as the successor in interest to the Newburgh Urban Renewal Agency, a municipal corporation duly organized and existing under the General Municipal Law of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550 (the "City of Newburgh"), and **INDEPENDENT LIVING, INC.**, a New York not for profit corporation having a mailing address of 5 Washington Terrace, Newburgh, New York 12550 ("Independent Living").

**WHEREAS**, the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. entered into an agreement dated December 18, 1972 and recorded in the Orange County Clerk's Office on December 22, 1972 in Liber 1929 at Page 363 (the "1972 Urban Renewal Agreement") which affects property on the south side of Washington Terrace, in the City of Newburgh, which property, or a portion thereof, is now owned by Independent Living; and

**WHEREAS**, the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. entered into an agreement dated December 10, 1975 and recorded in the Orange County Clerk's Office on February 23, 1976 in Liber 2029 at Page 728 (the "1976 Urban Renewal Agreement") which affects property on the west side of Lake Street, in the City of Newburgh, which property, or a portion thereof, is now owned by Independent Living; and

**WHEREAS**, the Newburgh Urban Renewal Agency and Bard Chevrolet, Inc. entered into an agreement dated February 13, 1974, which agreement has not been recorded (the "1974 Urban Renewal Agreement"), and which affects property on the west side of Lake Street, in the City of Newburgh, which property, or a portion thereof, is now owned by Independent Living; and

**WHEREAS**, the City of Newburgh, as the successor in interest to the Newburgh Urban Renewal Agency, at the request of Independent Living, has agreed to give up and release the lands hereinafter described unto Independent Living, free and clear of the terms, covenants, restrictions, conditions, encumbrances, and claims imposed under the 1972 Urban Renewal Agreement, the 1976 Urban Renewal Agreement, and the 1974 Urban Renewal Agreement (collectively, the "Urban Renewal Agreements").

**NOW THIS INDENTURE WITNESSETH**, that the City of Newburgh, in pursuance of said agreement and in consideration of Ten and 00/100 (\$10.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the Independent Living, does grant, release and quitclaim unto Independent Living, all that part of said lands described as follows:

All that certain plot, piece or parcel of land with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, bounded and described as set forth in Schedule A annexed hereto and made a part hereof.

**TOGETHER** with the hereditaments and appurtenances thereunto belonging, and all right, title and interest of the City of Newburgh, in and to the same.

**TO HAVE AND TO HOLD** the lands and premises hereby released and quitclaimed to Independent Living, and to the heirs, successors and assigns of Independent Living forever, free and clear of and from all terms, covenants, restrictions, conditions, encumbrances, and claims under and by virtue of said Urban Renewal Agreements.

**IN WITNESS WHEREOF**, the City of Newburgh has executed this partial release the day and year first above written.

IN PRESENCE OF:

\_\_\_\_\_

CITY OF NEWBURGH, as the successor in interest to the NEWBURGH URBAN RENEWAL AGENCY

By: \_\_\_\_\_  
JAMES A. SLAUGHTER  
Interim City Manager

STATE OF NEW YORK            )  
  )  
COUNTY OF ORANGE         )

ss.:

On the \_\_\_\_ day of April in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES A. SLAUGHTER, 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

**RECORD AND RETURN BY MAIL TO:**

Rider, Weiner, & Frankel, P.C.  
Att'n: Charles E. Frankel, Esq.  
P.O. Box 2280  
Newburgh, NY 12550

CEF/  
INDLIV HVFCU PTREL V1.DOC  
4/15/2014

**SCHEDULE A**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situated in the City of Newburgh, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly side line of New York State Route 32 (a.k.a. Lake Street), said point being a point in common with lands now or formerly of Independent Living, Inc., Tax Map Section 33, Block 7, Lot 14.1, said point being further referenced as being a point in common with lands now or formerly of Independent Living, Inc., Tax Map Section 33, Block 7, Lot 24; and running thence along said side line S31°24'55"W 195.38 feet to a point in common with the northeasterly side line of Lake Drive; thence along said side line N58°47'59"W 297.54 feet to a point of curvature, said point being a point in common with lands now or formerly of Independent Living, Inc., Tax Map Section 33, Block 7, Lot 29.3; thence on a curve to the left with a radius of 1,051.94 feet and an arc length of 24.70 feet to a point in common with lands now or formerly of Masjid A Ikhlas, Inc., Tax Map Section 33, Block 7, Lot 10.12; thence along said Lot 10.12 N23°53'00"E 27.90 feet to a point in common with lands now or formerly of Independent Living, Inc., Tax Map Section 33, Block 7, Lot 30; thence continuing along said Lot 10.12 N24°02'00"E 109.75 feet; thence S65°58'00"E 51.22 feet; thence N24°02'00"E 285.96 feet to a point in common with the southwesterly side line of Washington Terrace; thence along said side line S65°58'00"E 176.28 feet to a point in common with lands now or formerly of Independent Living, Inc., Tax Map Section 33, Block 7, Lot 14.1; thence along said Lot 14.1 S33°48'42"W 61.41 feet; thence S29°05'00"W 87.64 feet; thence S65°57'00"E 97.07 feet; thence S34°20'51"W 90.93 feet; thence S34°19'33"W 25.18 feet; thence S58°35'05"E 59.78 feet to the point or place of beginning.

Subject to any easements or agreements, if any.

Said parcel being the same as Tax Map Section 33, Block 7, Lots 24, 29.3 and 30 in the City of Newburgh.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, as the successor in interest to the Newburgh Urban Renewal Agency, a municipal corporation duly organized and existing under the General Municipal Law of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 5 Washington Terrace, 11 Washington Terrace and 70 Lake Street, more accurately described as Section 33, Block 7, Lot 30.2 (Formerly Lots 24, 29. 3 and 30, respectively), on the official Tax Map of the City of Newburgh, from those covenants and restrictions as follows:

1. Paragraph no. 2 and covenants nos. 1, 2 and 3 in a deed from the Newburgh Urban Renewal Agency to Bard Chevrolet, Inc., dated December 18, 1972, and recorded on December 21, 1972 in the Orange County Clerk's office at Liber 1929, Page 35;
2. Paragraph no. 2 and covenants nos. 1, 2 and 3 in a deed from the Newburgh Urban Renewal Agency to Bard Chevrolet, Inc., dated March 13, 1974, and recorded on March 28, 1974 in the Orange County Clerk's office at Liber 1973, Page 627; and
3. Paragraph nos. 1 and 3 and covenants nos. 1, 2, 3, 4, 5, 6 and 7 in a deed from the Newburgh Urban Renewal Agency to Bard Chevrolet, Inc., dated January 20, 1976, and recorded on February 23, 1976 in the Orange County Clerk's office at Liber 2029, Page 766.

and does further release said premises from the right of re-entry reserved in favor of the Newburgh Urban Renewal Agency as set forth in said deeds.

A copy of the Resolution of the Council of the City of Newburgh authorizing the execution of this document is attached hereto as Exhibit A.

Dated: \_\_\_\_\_, 2014

CITY OF NEWBURGH, as the  
successor in interest to the  
NEWBURGH URBAN RENEWAL  
AGENCY

By: \_\_\_\_\_

JAMES A. SLAUGHTER  
Interim City Manager

STATE OF NEW YORK )

)ss.:

COUNTY OF ORANGE )

On the \_\_\_\_ day of April in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES A. SLAUGHTER, 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.

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EXHIBIT A

RESOLUTION NO.: 103 - 2014

OF

APRIL 28, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE A LEASE AND MAINTENANCE AGREEMENT  
WITH RICOH USA, INC. FOR A RICOH MP2553SP COPIER  
FOR THE WATER DEPARTMENT AT A COST OF \$132.90 PER MONTH  
FOR A PERIOD OF 60 MONTHS**

WHEREAS, the City of Newburgh Water Department is in need of a new lease agreement for a copier to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified a RICOH MP 2553SP Copier to be the most appropriate and cost-effective alternative; and

WHEREAS, the cost of the copier is \$132.90 per month for a period of 60 months; and

WHEREAS, a copy of said Lease and Maintenance Agreement are attached hereto; and

WHEREAS, this Council has reviewed such agreement and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and is hereby authorized to execute a Lease and Maintenance Agreement in substantially the same form as annexed hereto so as to acquire a RICOH MP2553SP Copier and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$132.90 a month for 60 months, such funds to be derived from Budget Line F.8310.0444.



Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

## U.S. Communities Product Schedule

Product Schedule Number: \_\_\_\_\_

Master Lease Agreement Number: \_\_\_\_\_

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and NEWBURGH, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

NEWBURGH, CITY OF				GLENN KURCON			
Customer (Bill To)				Billing Contact Name			
493 LITTLE BRITAIN RD				83 BROADWAY FL 2			
Product Location Address				Billing Address (if different from location address)			
NEWBURGH	NY	12550-6101		NEWBURGH	NY	12550-5617	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (845) 569-7324			Billing Contact Facsimile Number		Billing Contact E-Mail Address gkurcon@cityofnewburgh-ny.gov		

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOHMP2553SP

Qty	Product Description: Make & Model

### PAYMENT SCHEDULE

<b>Minimum Term</b> (months)	<b>Minimum Payment</b> (Without Tax)	<b>Minimum Payment Billing Frequency</b>	<b>Advance Payment</b>
60	\$ 110.65	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input checked="" type="checkbox"/> Other: NONE

Sales Tax Exempt:  YES (Attach Exemption Certificate)      Customer Billing Reference Number (P.O. #, etc.) \_\_\_\_\_  
 Addendum(s) attached:  YES (check if yes and indicate total number of pages: \_\_\_\_\_)

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: \_\_\_\_\_

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b> By: <b>X</b> _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	<b>Accepted by: RICOH USA, INC.</b> By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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**U.S. COMMUNITIES**  
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES)**

CUSTOMER INFORMATION					
Legal Name	NEWBURGH, CITY OF				
Bill To Address	83 BROADWAY FL 2				
City	NEWBURGH	State	NY	Zip Code	12550-5617

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("RicoH"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**I. MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays (i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

# RICOH

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

**2. MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

**3. RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

**4. TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

**5. MAINTENANCE CHARGES.**

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**6. USE OF RICOH RECOMMENDED SUPPLIES.** Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

**7. METER READINGS.** As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

**8. CUSTOMER OBLIGATIONS.** Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

**9. WARRANTY DISCLAIMER.** OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

**10. SERVICE LEVELS.**

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

**11. DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **Data Overwrite Security System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

**12. PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**13. MISCELLANEOUS.** This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1:	83 BROADWAY FL 2	Contact:	KURCON, GLENN
Address Line 2:		Phone:	(845) 569-7324
City:	NEWBURGH	E-mail:	gkurcon@cityofnewburgh-ny.gov
ST / Zip:	NY/12550-5617	County:	ORANGE
		Fax:	

ADDITIONAL ORDER INFORMATION	
<b>Check All That Apply:</b>	
<ul style="list-style-type: none"> <li>◇ Sales Tax Exempt (Attach Valid Exemption Certificate)</li> <li>◇ PO Included PO# _____</li> <li>◇ Syndication</li> </ul>	<ul style="list-style-type: none"> <li>◇ Fixed Service Charge</li> <li>◇ PS Service (Subject to and governed by separate Statement of Work)</li> <li>◇ IT Service (Subject to and governed by separate Statement of Work)</li> </ul>
◇ Add to Existing Service Contract # _____	

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1:	493 LITTLE BRITAIN RD	Contact:	KURCON, GLENN
Address Line 2:		Phone:	(845) 569-7324
City:	NEWBURGH	E-mail:	gkurcon@cityofnewburgh-ny.gov
ST / Zip:	NY/12550-6101	County:	ORANGE
		Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance <small>(Per Base Billing Frequency)</small>	B/W Ovg	Color Allowance <small>(Per Base Billing Frequency)</small>	Color Ovg	Service Base <small>(Per Base Billing Frequency)</small>
RICOH MP2553SP	1	Gold	2,500	\$0.0089	0	N/A	\$22.25

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
NETWORK & SCAN CONNECT - SEG 2	1



# RICOH

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	
<b>Gold:</b> includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	
<b>Silver:</b> includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	
<b>Additional Provisions:</b>		
Per US Communities Contract 4400003732		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____





[NEW YORK]

Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the 14 day of April, 2014, is to that certain US Communities Master Lease Agreement no. \_\_\_\_\_ (the Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_, Newburgh City Of \_\_\_\_\_, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 16 of the Agreement shall be amended by adding the following sentence at the end of such Section: "If required by law, the provisions of Section 109 of the New York General Municipal Law are incorporated herein by reference."
2. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation of Funds. You intend to remit all Payments and other amounts due to us for the entire term of this Lease Agreement and each Schedule to this Lease Agreement if funds are legally available. You reasonably believe that moneys in an amount sufficient to remit all such Payments and amounts can and will lawfully be appropriated and made available to permit your continued utilization of the Product and the performance of its essential function during the entire term of this Lease Agreement and each Schedule to this Lease Agreement. The person in charge of preparing your budget will include in each of your fiscal budgets a request for all Payments to become due in such fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all Payments coming due therein. We acknowledge that appropriation of moneys for Payments is a governmental function which you cannot contractually commit yourself in advance to perform, and neither this Lease Agreement nor any Schedule to this Lease Agreement constitutes such a commitment. In the event you are not granted an appropriation of funds for any Product subject to any Schedule to this Lease Agreement at any time during the term of such Schedule, at least thirty (30) days prior to the end of your fiscal period, your chief financial officer shall certify in writing to us that funds have not been appropriated for the next fiscal period and, thereafter you shall make available to us (or our designee) all, but not less than all, of such Product, at your sole expense, in accordance with Section 14 of this Lease Agreement and terminate the Payments under such Schedule on the last day of the fiscal period for which appropriations were received by remitting to us all Payments and other amounts which are due and have not been paid at or before the end of such fiscal period.

This Lease Agreement and each Schedule to this Lease Agreement shall be deemed executory only to the extent of monies appropriated and available

for the purpose of such Schedule, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The lease obligation under a Schedule to this Lease Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under such lease under a Schedule to this Lease Agreement. It is understood that neither this Lease Agreement, any Schedule to this Lease Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease Agreement or any Schedule to this Lease Agreement.”

- 3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**Ricoh USA, Inc.**

X

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Authorized Signer Name

\_\_\_\_\_  
Title

RESOLUTION NO.: 104 - 2014

OF

APRIL 28, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH COLBY KENNELS  
TO PROVIDE FOR BOARDING SERVICES FOR DOGS IN  
THE CUSTODY OF THE CITY OF NEWBURGH**

WHEREAS, as mandated by the Agriculture & Markets Law of New York State, the Animal Control Unit must have caregivers for the dogs taken into the custody of the City of Newburgh; and

WHEREAS, Colby Kennels has submitted a proposal to provide boarding services such as clean housing, feeding and rehabilitation of dogs in the custody of the City of Newburgh; and

WHEREAS, this Council has reviewed the proposed agreement with Colby Kennels and has determined that entering into the same would be in the best interests of the City of Newburgh, its citizens and the animals alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, with Colby Kennels to provide boarding services for the dogs in the custody of the City of Newburgh.

## AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and COLBY KENNELS, a firm with principal offices at \_\_\_\_\_, New York 12550 hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties.

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of April 15, 2014, and ending December 31, 2014. This contract may be renewed by the City for each of five (5) successive one-year terms.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

### ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

### ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or

any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

**ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

**ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies that the prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and that no attempt has been made or will be made by VENDOR to

induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

**ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

**ARTICLE 9. NON-EXCLUSIVITY, ASSIGNMENT AND SUBCONTRACTING**

The parties recognize and agree that VENDOR is providing specialized professional services to assist CITY in performing its obligations under the Agricultural & Markets Law and other state and local laws, rules and regulations; and that VENDOR will provide its services in accordance with same. The parties agree that this agreement is non-exclusive, and that CITY shall be entitled to secure the same services and/or goods from another

vendor as provided by **VENDOR** hereunder at any time including during the term of this Agreement.

**VENDOR** shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the **SERVICES** to be performed by it under this Agreement, without the prior express written consent of the City Manager of the **CITY**. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any **SERVICES** provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the **CITY** shall be subject to all of the terms and conditions of this Agreement.

The provisions of this clause shall not hinder, prevent, or affect any assignment by **VENDOR** for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the **CITY** to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### **ARTICLE 10. BOOKS AND RECORDS**

**VENDOR** agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### **ARTICLE 11. RETENTION OF RECORDS**

**VENDOR** agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. **CITY**, or any State and/or Federal auditors, and any other persons duly authorized by the **CITY**, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the **CITY**. **VENDOR** shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the **CITY** so that it may evaluate the reasonableness of the charges, and **VENDOR** shall make its records available to the **CITY** upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the **CITY**, the State of New York, the federal government, and/or other persons duly authorized by the **CITY**. Such audits may include examination and review of the source and application of all funds whether from the **CITY**, State, the federal government, private sources or otherwise. **VENDOR** shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 13. INSURANCE**

For all of the **SERVICES** set forth herein and as hereinafter amended, **VENDOR** shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage of a minimum of \$2,000,000 per occurrence, naming the City as additional insured, and other insurance with stated minimum coverages, as required by law: Notwithstanding anything to the contrary in this Agreement, **VENDOR** irrevocably waives all claims against the **CITY** for all losses, damages, claims or expenses resulting from risks commercially insurable under commercially-available policies of insurance.

If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

#### ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the

purposes of set-off in sufficient sums to cover such loss or damage.

#### ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### ARTICLE 17. TERMINATION

Either party may, by written notice to the other effective ninety (90) days after mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of a party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

**ARTICLE 18. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

**ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County.

**ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

**ARTICLE 21. ENTIRE AGREEMENT**

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

**ARTICLE 22. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

COLBY KENNELS

BY: \_\_\_\_\_  
JAMES A. SLAUGHTER,  
INTERIM CITY MANAGER

BY: \_\_\_\_\_  
Title:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
JOHN J. ABER,  
CITY COMPTROLLER

\_\_\_\_\_  
MICHELLE KELSON,  
CORPORATION COUNSEL

## SCHEDULE A

### SCOPE OF SERVICES / FEES & EXPENSES

VENDOR shall receive from and take custody of dogs brought to VENDOR by CITY's animal control officer, or by any police officer or other authorized officer, official, agent or employee of CITY. VENDOR shall provide such shelter, food, treatment and care, and shall otherwise serve the needs of all such dogs as shall be required by the Agriculture and Markets Law of the State of New York, and by the laws, rules, regulations and policies of the City of Newburgh and its officials and officers in connection therewith.

For each dog brought to or caused to be placed in the physical custody of VENDOR by CITY, VENDOR shall be paid a one-time fee as follows:

- A. For each such dog determined to be suitable for adoption, the fee will be Two Hundred Seventy-Five (\$275.00) Dollars for fourteen (14) days.
- B. For each such dog determined to be unsuitable for adoption, the fee will be One Hundred Fifty (\$150.00) Dollars for five (5) days.
- C. For each such dog required to be held for rabies quarantine, the fee shall be Two Hundred (\$200.00) Dollars for ten (10) days.
- D. For each such dog which shall not have been spayed or neutered and are at Colby Kennels for seven (7) days must be picked up by City to have procedure done at the City's expense and then can be returned to Colby Kennels.
- E. No more than six (6) dogs may be left in the custody of Colby Kennels at any one time without the express written consent of the Colby Kennels manager.
- F. The CITY Animal Control Officer shall be responsible for determining whether each such dog is suitable for adoption and the CITY shall be responsible for the tasks associated with the adoption of such dogs.

RESOLUTION NO.: 105 - 2014

OF

APRIL 28, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE  
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO  
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH  
FOR THE SUMMER OF 2014

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh Youth Bureau and other City Departments have expressed an interest in using this program to provide summer jobs for young people and service to the City of Newburgh; and

WHEREAS, this Council finds that entering into an 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 Interim 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 Summer Youth Employment and Training Program which provides young people to work in the City for the Summer of 2014.

**Summer Youth Employment Program  
Worksite Agreement**

Worksite# \_\_\_\_\_

Worksite Name: City of Newburgh

ALLOTTED SLOTS: 29

THIS SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT ("Agreement") is entered into as of this 7 day of July, 2014, by and between the COUNTY OF ORANGE, a municipal corporation, by and through its EMPLOYMENT & TRAINING ADMINISTRATION, with its principal offices located at 18 Seward Avenue, Middletown New York ("COUNTY") and

City of Newburgh located at  
83 Broadway, Newburgh, NY 12550 ("WORKSITE").

The WORKSITE shall implement the Summer Youth Employment Program ("SYEP") in accordance with the provision of this Agreement commencing July 7, 2014 and ending close of business on August 8, 2014 unless extended, in writing, by the mutual agreement of the parties hereto ("Term").

This Agreement consists of this Agreement, Schedule A – Worksite Supervisor, Schedule B – SYEP Participant Job Duties; and Schedule C – Secretary of the US Department of Labor SCANS Criteria. ETA shall deliver to WORKSITE a copy of the New York State Department of Labor Child Labor Laws, which copy are hereby incorporated into this Agreement by reference.

WORKSITE has requested, and the COUNTY will place, SYEP youth participants for meaningful work experience employment with the WORKSITE.

The terms and conditions of the SYEP Participant placements are as follows:

- I. **COUNTY RESPONSIBILITIES.** COUNTY, by and through its ORANGE COUNTY EMPLOYMENT & TRAINING ADMINISTRATION ("ETA"), shall:
  1. Monitor and evaluate SYEP youth participants ("SYEP Participants") assigned to WORKSITE.
  2. Monitor WORKSITE to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.
  3. Pay the wages of SYEP Participants assigned to WORKSITE and maintain all earnings, social security, and tax records related thereto.
  4. Procure and maintain Worker's Compensation coverage for SYEP Participants.

5. Have no liability under this Agreement to WORKSITE, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the COUNTY's receipt of federal funds sufficient to sustain a county-wide program SYEP. COUNTY does not assume any financial responsibility to sustain a SYEP Participant in lieu of federal funds availability.

II. **WORKSITE RESPONSIBILITIES.** WORKSITE shall:

1. Provide 29 jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties attached hereto as Schedule B.
2. Neither ask, nor accept any monetary consideration for providing the services described herein.
3. Select its SYEP Participants on an equal basis regardless of ethnic background.
4. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills and foster the development of good work habits.
5. Ensure a safe and healthy work environment for SYEP Participants.
6. Take all necessary measures to provide skill training wherever possible, and to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. WORKSITE acknowledges that most SYEP Participants are unskilled.
7. Provide sufficient work to occupy the SYEP Participants during work hours and shall provide sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
8. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.
9. Maintain adequate attendance records in accordance with '*Participant Time and Attendance Procedures*' as established by ETA. Timesheets must be signed by both the WORKSITE supervisor and the SYEP Participant.
10. Participate in a brief Supervisor's Orientation as scheduled by ETA.
11. Provide the ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
12. Report to ETA any incidents / problems encountered by SYEP Participants and/or report any SYEP Participant who could benefit from special counseling.
13. Notify ETA immediately of any accident involving a participant.
14. Comply with all applicable federal, state, local child labor laws, rules and regulations, including the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIA").
15. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). No person shall, on the grounds of race, color, sex, religion, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination.
16. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIA, at all reasonable times, access to and the right to visit, unannounced,

WORKSITE locations to monitor the service provided by WORKSITE under this Agreement.

17. Comply with federal and state laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The COUNTY retains the exclusive right and authority to determine whether or not the WORKSITE is, and remains, in compliance with this provision.
18. By its signature below, hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and / or will be held financially responsible for costs deemed illegal by auditors or monitors.

### III. GENERAL PROVISIONS

1. Termination. The COUNTY may, by written notice to WORKSITE effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any WORKSITE location, at any time (a) for the COUNTY's convenience; (b) upon the failure of WORKSITE to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIA; or (c) in the event the federal funds supporting the SYEP are discontinued.
2. Independent Contractor. In performing the services under this Agreement WORKSITE shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. In accordance with such status as an independent contractor, WORKSITE covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.
3. Subcontracting/Assignment. WORKSITE shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract of the services to be performed by it under this Agreement. WORKSITE shall not reassign SYEP Participants to another WORKSITE location without the written permission of ETA.
4. Disputes. Except as otherwise provided by this Agreement, any dispute concerning a question of the fact arising from this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution.
5. Modification. COUNTY reserves the right to update or change the provisions of this Agreement as conditions or WIA so require.
6. Governing Law. This Agreement shall be governed by the laws of the State of New York. WORKSITE shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.
7. Entire Agreement. The rights and obligations of the parties and their respective agents, successors and assigns shall be subject to and governed by this Agreement,

including its schedules, which supersede any other understandings or writing between or among the parties.

INWITNESS WHEREOF, the parties have signed this Agreement on the date(s) below written:

WORKSITE

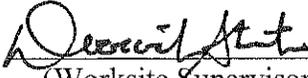
By	_____	_____
	(Signature of Authorized Official)	Print Name
	_____	_____
	(Title)	Date

COUNTY OF ORANGE

By:	_____	_____
	Steven M. Neuhaus County Executive	(Witness)
	_____	
	Date	

SCHEDULE A – WORKSITE SUPERVISOR

If any representative of the WORKSITE, other than Authorized Official will be signing youth timesheets for the WORKSITE, please have each supervisor sign below and specify their WORKSITE:

1.  Derrick Stanton \_\_\_\_\_  
(Worksite Supervisor Signature) (Print Name) (Date)
  
2.  George Garrison \_\_\_\_\_  
(Worksite Supervisor Signature) (Print Name) (Date)
  
3.  Tara Miller \_\_\_\_\_  
(Worksite Supervisor Signature) (Print Name) (Date)
  
4.  Carthy Kain \_\_\_\_\_  
(Worksite Supervisor Signature) (Print Name) (Date)

## SCHEDULE B - SYEP Participant Job Duties

### **Office Clerk**

Duties will include the following:

- Filing
- Typing
- Answering phones
- Basic office practices
- Computer skills

### **Playground-on-Wheels Counselors**

Duties will include the following:

- Coordinate community outreach activities
- “Summer Camp” type activities in various neighborhoods and parks throughout the City.

### **Junior Counselors**

Youth summer camp workers

### **DPW – Community Pride Team**

Various community clean-up projects.

## SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

### THE SECRETARY'S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-level jobs require? In 1990, the Secretary of the Department of Labor, established the Secretary's Commission on Achieving Necessary Skill (SCANS)

#### WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential "foundation skill" and "competencies".

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

#### Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listening, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind's eye and knowing how to learn; and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

**Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:**

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology

RESOLUTION NO.: 106 -2014

OF

APRIL 28, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
WEATHERPROOFING TECHNOLOGIES, INC. (WTI)  
FOR TEMPORARY ROOF REPAIRS FOR CITY HALL AT A COST OF \$3,850.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Weatherproofing Technologies, Inc. (WTI) for temporary roof repairs to City Hall in the area over the IT and Assessor's offices; and

WHEREAS, the services will include investigating and repairing leaks, pinholes and seams; priming, caulking and sealing, as necessary; and cleaning and removal of debris; and

WHEREAS, the cost for these repairs will be \$3,850.00 and the funds shall be derived from A.1620.0448; and

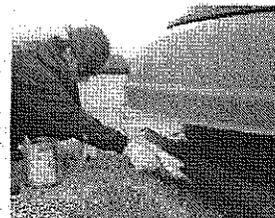
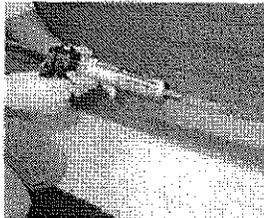
WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Weatherproofing Technologies, Inc. for temporary roof repairs to certain parts of City Hall at a cost of \$3,850.00.

# WTI General Services Proposal

Proposal Prepared for:

The City of Newburgh



A Subsidiary of Tremco Incorporated

3735 Green Road, Beachwood, OH 44122 • [www.tremcoroofing.com](http://www.tremcoroofing.com)

An **RPM** Company

3/26/14

# WTI General Services Proposal

3/31/14

Mr. Jason Morris, P.E.  
City Engineer  
83 Broadway  
Newburgh, NY 12550

Re: Project Name/Address: City Hall  
Customer (the "Customer");

Dear Mr. Morris

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

## CONTRACT PRICE:

\$ 3,850 (plus applicable tax)     Labor Only     Time and Materials NTE     Lump Sum

## SCOPE OF WORK (THE "WORK"):

1. Set up all needed safety equipment and materials needed to perform the repairs.
2. Investigate and repair all critical active roof leaks present on City Hall roofs.
3. Investigate three EPDM roofs for pinholes and repair as needed. Approximately 30 holes.
4. Investigate field seams and perimeters and repair as needed.
5. Before making repairs to EPDM roofs clean area to be fixed and allow to dry. Lightly prime with SP primer and allow to become tacky. Apply cured cover strip, roll in and picture frame with joint sealant.
6. Caulk all joints on coping stone in front of building using Tremseal D Limestone and neatly tool in.
7. Seal tops of all termination bars on EPDM roofs with reglet joint sealant and neatly tool in.
8. Investigate around all penetrations and repair failures as needed per above scope.
9. Clean all roofs and drains of debris and dispose of in customer provided dumpster.
10. Before and after photos to be provided.

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.



PAGE 1

A Subsidiary of Tremco Incorporated

3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

An  Company

3/26/14

# WTI General Services Proposal

## TERMS AND CONDITIONS:

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/term/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Justin Frye

## WEATHERPROOFING TECHNOLOGIES, INC.

By: Justin Frye  
Title: Field Advisor  
Phone: 908-910-4394  
E-mail: [jfrye@tremcoinc.com](mailto:jfrye@tremcoinc.com)

## AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:  
P.O. number (if required):  
Print name:  
Title:  
Date:



PAGE 2

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An **RPM** Company

3/26/14

RESOLUTION NO.: 107-2014

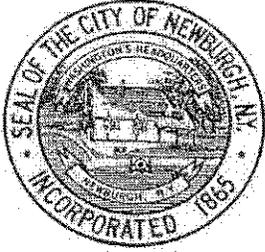
OF

APRIL 28, 2014

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
BROWN'S POND CASH COLLECTION POLICY AND PROCEDURE**

**BE IT RESOLVED**, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Brown's Pond Cash Collection Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Policy shall take effect on May 1, 2014.



# City of Newburgh City Comptroller's Office

City Hall – 83 Broadway  
Newburgh, New York 12550

Tel. (845) 569-7322  
Fax (845) 569-7490

John J. Aber  
City Comptroller  
[jaber@cityofnewburgh-ny.gov](mailto:jaber@cityofnewburgh-ny.gov)

**TO:** City Manager  
**FROM:** John J. Aber, City Comptroller  
**DATE:** April 3, 2014  
**SUBJECT:** Cash Collection Brown's Pond

---

## I PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the collection of cash for the rental of fishing boats at Brown's Pond.

## II GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this policy.

## III START UP

At the beginning of the fishing season, the Office of the Comptroller will be responsible for providing to the Recreation Department a cash box, a small safe, a \$100 in small bills and a three part receipt book. The Recreation Department shall assume responsibility for the safekeeping of these items after they are received by the Recreation Department.

## IV CASH COLLECTION

Staff employed by the Recreation Department will be responsible for the collection and safeguarding of cash collected at Brown's Pond.

1. At the beginning of the work day, the employee will count the cash in the cash box and confirm there is a \$100 starting balance. Any deviation from the \$100 balance is to be reported to the Recreation Director immediately.
2. Once the opening balance is verified, the employee will sign the daily log book.

3. Recreation employees will collect boat rental fees from customers in accordance to the published rental rates.
4. For each boat rented, the employee will create one receipt (three parts). The receipt will contain the following information
  - a. Employee name
  - b. Name of customer
  - c. Date of rental
  - d. Number of people charged for rental
  - e. Total amount collected
5. The original receipt along with the cash collected will be placed in an envelope, sealed and dropped into the safe.
6. The second receipt will be given to the customer and stamped paid.
7. The third receipt will remain in the receipt book.
8. At the end of the day, the employee will re-count the cash box and confirm there is a \$100 ending balance. After verifying the amount, the employee will lock the box and sign the daily log book.
9. During weekdays, a representative from the Office of the Comptroller will go to Brown's Pond, empty the safe and sign the log book. Collection will occur before 4:00 pm.
10. Weekend collections by the Office of the Comptroller will occur on the Monday after the weekend. If Monday is a holiday, collection will occur on the next business day.
11. All sealed envelopes collected by the Office of the Comptroller will be brought to City Hall. Envelopes containing the receipts and cash will be opened in the presence of witnesses.
12. Once cash counted is verified against the receipts, The Office of the Comptroller will prepare cash receipt and record the total collected in KVS.
13. The Cash will be sealed in a deposit bag and delivered to TD bank for deposit.
14. At the end of the fishing season, a representative from the Office of the Comptroller will collect the cash and cash box from Brown's Pond and return them to City Hall. The remaining cash in the cash box will be counted, verified recorded in KVS and deposited into TD bank.

RESOLUTION NO.: 108 - 2014

OF

APRIL 28, 2014

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
GRANT APPLICATION POLICY AND PROCEDURE**

**BE IT RESOLVED**, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Grant Application Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Policy shall take effect on May 1, 2014.



# City of Newburgh City Comptroller's Office

City Hall – 83 Broadway  
Newburgh, New York 12550

Tel. (845) 569-7322  
Fax (845) 569-7490

John J. Aber  
City Comptroller  
[jaber@cityofnewburgh-ny.gov](mailto:jaber@cityofnewburgh-ny.gov)

**TO:** City Manager

**FROM:** John J. Aber, City Comptroller  
Ellen Fillo, Grants Coordinator

**DATE:** April 16, 2014

**SUBJECT:** Grants Application Process

---

## PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the grant application management process for the City of Newburgh. This process is necessary to ensure that requested funding is appropriate and in the best financial interest for the City of Newburgh.

## II GENERAL

The Grants Coordinator and the Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

## III PROCESS FOR REQUESTING A GRANT APPLICATION

A. The employee requesting to apply for a grant must first complete a "Grant Application Form." The form includes the following information:

1. Name of approved project for which the grant supports.
2. Name of the Department requesting to apply for the grant.
3. Name(s) of Department Head/Sponsor supporting the grant.
4. Name of grant and agency awarding the grant.
5. Date of grant submittal.
6. Amount of Grant award.
7. Amount and type of match required by the City of Newburgh (ex. Cash, In-Kind services.)
8. Project Plan, including scope of project for which the grant supports, key stakeholders, project timeline.

B. The Grant Request form is available on the Office of the Comptroller's website.

- C. Upon completion of the form, the requestor forwards it electronically to the Grants Coordinator for review.
- D. After receipt of form and review for completion, the Grants Coordinator will forward the form to the City Comptroller for review and signoff:
- E. The City Comptroller will review the Grant form and identify the following issues:
  - 1. Match/No Match requirements
  - 2. In-Kind Services requirements
  - 3. Potential staffing issues
- F. Upon approval by the City Comptroller, the City Comptroller will forward the Grant Application to the City Manager for review and approval. If the City Comptroller does not approve the grant application, the application will be returned to the Grants Coordinator for further review by the Department Head/Sponsor.
- G. After approval by the City Manager, the City Comptroller will forward the Grant Application form to Corporation Counsel to prepare a resolution for the City Council meeting.
- H. Upon approval of the resolution by the City Council, the Grants Coordinator will proceed with the grant application.

**No one is authorized to apply for a grant for the City of Newburgh unless these procedures have been followed. This policy takes effect on May 1, 2014 and replaces all existing grants application management policies.**

RESOLUTION NO.: 109 - 2014

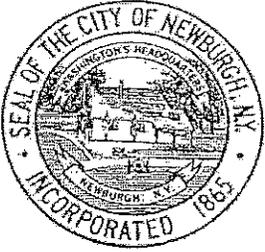
OF

APRIL 28, 2014

A RESOLUTION ADOPTING THE CITY OF NEWBURGH  
VEHICLE POLICY AND PROCEDURE FOR COMMUTING

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Vehicle Policy and Procedure for Commuting, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on May 1, 2014.



# City of Newburgh City Comptroller's Office

City Hall – 83 Broadway  
Newburgh, New York 12550

Tel. (845) 569-7322  
Fax (845) 569-7490

John J. Aber  
City Comptroller  
[jaber@cityofnewburgh-ny.gov](mailto:jaber@cityofnewburgh-ny.gov)

**TO:** City Manager  
**FROM:** John J. Aber, City Comptroller  
**DATE:** April 8, 2014  
**SUBJECT:** City Vehicle Usage Policy for Commuting

---

## I PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for employees who use a city vehicle for commuting and work related travel.

## II GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

## III VEHICLE ASSIGNMENT

The City Manager is responsible for assigning city owned vehicles to employees for the use of commuting and daily work related travel. Currently the following employees are assigned city owned vehicles:

1. Michael Ferrara - Police Chief
2. Michael Vatter - Fire Chief
3. George Garrison - Superintendent Department of Public Works
4. Jeffery Wynans - Superintendent Water Department
5. Jason Morris - City Engineer
6. Thomas Murphy - Lieutenant Police Department
7. Peter Leach - Lieutenant Police Department
8. Daniel Cameron - Lieutenant Police Department

The employees above are deemed first responders and are on-call for all City of Newburgh related emergencies.

The vehicles are for exclusive use by the employees listed above.

Driving non-city employees in a city owned vehicle is prohibited.

#### IV TRACKING VEHICLE USAGE

To ensure city vehicles are used properly, employees who are assigned a city vehicle are responsible for tracking all mileage.

Mileage trip forms will be completed weekly by the city employee whom the vehicle is assigned to.

Completed and signed mileage trip forms are due to the Office of the Comptroller every Monday. If Monday is a legal holiday, the forms are due to the Office of the Comptroller the next business day.

The Office of the Comptroller will record the mileage usage on a database.

If applicable, the Office of the Comptroller will record the vehicle usage as a taxable fringe benefit on the employee's payroll and W2 form. As of 2013, the commuting rate is \$1.50 one way or \$3.00 per day round trip.

The City Manager has the authority to take away an employee's commuting vehicle if the employee fails to comply with the policy.

**This Policy takes effect May 1, 2014 and replaces all existing policies issued by the City of Newburgh Office of the Comptroller related to city owned commuter vehicles.**

#### IV TRACKING VEHICLE USAGE

To ensure city vehicles are used properly, employees who are assigned a city vehicle are responsible for tracking all mileage.

Mileage trip forms will be completed weekly by the city employee whom the vehicle is assigned to.

Completed and signed mileage trip forms are due to the Office of the Comptroller every Monday. If Monday is a legal holiday, the forms are due to the Office of the Comptroller the next business day.

The Office of the Comptroller will record the mileage usage on a database.

If applicable, the Office of the Comptroller will record the vehicle usage as a taxable fringe benefit on the employee's payroll and W2 form. As of 2013, the commuting rate is \$1.50 one way or \$3.00 per day round trip.

The City Manager has the authority to take away an employee's commuting vehicle if the employee fails to comply with the policy.

**This Policy takes effect May 1, 2014 and replaces all existing policies issued by the City of Newburgh Office of the Comptroller related to city owned commuter vehicles.**

RESOLUTION NO.: 110 - 2014

OF

APRIL 28, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO ACCEPT 25 LIFE GUARD VESTS FROM THE SEA TOW FOUNDATION  
FOR USE DURING THE UPCOMING FISHING SEASON AT BROWN'S POND**

WHEREAS, the Recreation Department has advised that the Sea Tow Foundation has offered to donate 25 life guard vests to the City of Newburgh; and

WHEREAS, the vests are U.S. Coast Guard approved and come in sizes infant through adult; and

WHEREAS, the vests will be issued to boat renters during the upcoming fishing season at Brown's Pond; and

WHEREAS, this Council has determined that accepting such donation is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager is hereby authorized to accept 25 life guard vests from the Sea Tow Foundation for use during the upcoming fishing season at Brown's Pond, with the sincere thanks of the City Council on behalf of all of the residents of the City of Newburgh.

RESOLUTION NO.: 111-2014

OF

APRIL 28, 2014

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 7138-2009 AND 6819-2011 INVOLVING SECTION 33, BLOCK 7, LOT 1 (TREVANI ENTERPRISES, LLC)

WHEREAS, Trevani Enterprises, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010 and 2011-2012 tax assessment years bearing Orange County Index Nos. 7183-2009 and 6819-2011; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Trevani Enterprises, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 33-7-1 be reduced to a market value of \$702,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 33-7-1 be reduced to a market value of \$645,120.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that James A. Slaughter, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
In the Matter of the Application of  
TREVANI ENTERPRISES, LLC,

Petitioner,

**CONSENT JUDGMENT**

- against -

CITY OF NEWBURGH, its ASSESSOR  
AND BOARD OF ASSESSMENT REVIEW,

**Index No. 2009-7138**

Respondents.

For a Review under Article 7 of the Real Property  
Tax Law of the State of New York for the 2009  
Assessment Roll.

-----X  
TREVANI ENTERPRISES LLC,

Petitioner,

- against -

CITY OF NEWBURGH, (Municipal Corporation),  
Its ASSESSOR AND BOARD OF ASSESSMENT  
REVIEW,

**Index No. 2011-6819**

Respondents.

For a Review under Article 7 of the Real Property  
Tax Law of the State of New York for the 2011  
Assessment Roll.

-----X  
**PRESENT: HON. CATHERINE M. BARTLETT**

**UPON THE CONSENT** attached hereto duly executed by the attorneys for all the  
parties and by all the parties, it is

**ORDERED**, that the real property of Petitioner described on the City of Newburgh tax  
rolls for the 2009-2010 and 2011-2012 tax years, as follows:

Tax Map No. 33-7-1

be reduced in market value from \$780,000.00 and \$716,800.00, respectively, to market values of \$702,000.00 and \$645,120.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further

**ORDERED**, that the Petitioner's real property taxes on said parcel above described for the 2009-2010 and 2011-2012 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

**ORDERED**, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

**ORDERED**, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

**ORDERED**, that there shall be audited, allowed and refunded to the Petitioner by the County of Orange, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

**ORDERED**, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the

original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

**ORDERED**, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of SAVAD CHURGIN, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further

**ORDERED**, that in the event that the refunds are made within sixty (60) sixty days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

**ORDERED**, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: April \_\_, 2014  
Goshen, New York

**ENTER:**

\_\_\_\_\_  
HON. CATHERINE M. BARTLETT  
SUPREME COURT JUSTICE

**ON CONSENT:**

\_\_\_\_\_  
HON. JAMES A. SLAUGHTER  
Interim City Manager  
Dated:

\_\_\_\_\_  
JOSEPH CHURGIN, ESQ.  
Attorney for the Petitioner  
Dated:

\_\_\_\_\_  
HON. JOANNE MAJEWSKI  
Assessor  
Dated:

\_\_\_\_\_  
RICHARD B. GOLDEN, ESQ.  
Burke, Miele & Golden, LLP  
Attorney for Respondents  
Dated:

RESOLUTION NO.: 112 -2014

OF

APRIL 28, 2014

**A RESOLUTION APPOINTING AUSTIN F. DUBOIS AND  
JIMMY R. MERA TO FILL VACANCIES ON THE BOARD OF DIRECTORS OF THE  
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency:

Austin F. DuBois to replace Sean O'Shea  
Jimmy R. Mera to replace Jerry Maldonado; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.

RESOLUTION NO.: 113-2014

OF

APRIL 28, 2014

A RESOLUTION APPOINTING ELIZABETH J. BERARDINELLI  
TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, it is necessary to appoint a member to the Board of Assessment Review; and

WHEREAS, each member of such Board shall serve a five-year term; and

WHEREAS, there currently exists a vacancy to replace a member whose term was to expire on September 30, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby appointed to the Board of Assessment Review for the term indicated:

Elizabeth J. Berardinelli, to complete the term of a former member whose term expires on September 30, 2015; and

BE IT FURTHER RESOLVED, that this appointment shall take effect immediately.

RESOLUTION NO.: 114 - 2014

OF

APRIL 28, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 288 GRAND STREET (SECTION 10, BLOCK 2, LOT 26)  
AT PRIVATE SALE TO GREGORY NATO FOR THE AMOUNT OF \$120,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 288 Grand Street, being more accurately described as Section 10, Block 2, Lot 26 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before June 30, 2014; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
288 Grand Street	10 - 2 - 26	Gregory Nato	\$120,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

# Terms and Conditions Sale

## 288 Grand Street, City of Newburgh (10-2-26)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid taxes for the tax years of 2013 County Tax and 2013-2014 School Taxes. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser bidder to redevelop such parcel so designated in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before June 30, 2014. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 115 - 2014

OF

APRIL 28, 2014

**A RESOLUTION APPOINTING MICHAEL G. CIARAVINO  
AS CITY MANAGER OF THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Michael G. Ciaravino be and hereby is appointed as City Manager of the City of Newburgh effective as of 8:30 A.M. on May 19, 2014 pursuant to City Charter Section C.5.00(A)(3). The terms and conditions of the appointment shall be memorialized in a written contract of employment as follows:

1. The term of the agreement shall be two (2) years.
2. He shall receive an annual salary gross salary of \$145,000.00 in the first year of the contract with a performance-based increase to an annual gross salary of \$150,000.00 in the second year of the contract.
3. He shall establish residence within the City of Newburgh as required by City Charter Section C.5.00(C) and the Public Officers Law within 120 days of the commencement date of employment as provided above. He shall be entitled to reimbursement for relocation expenses incurred in connection with this appointment in an amount not to exceed \$5,000.00. Residency shall be established within 120 days of the date of this Resolution in accordance with City Charter Section C.5.00(C).
4. He shall be entitled to four (4) weeks of vacation in each year of the contract.
5. Except for vacation covered above, he shall be entitled to the same paid leave policies as other non-bargaining unit managerial employees as set forth in Resolution No. 163-2007 of August 20, 2007.
6. He shall be entitled to the same paid holidays as other non-bargaining unit managerial employees as set forth in Resolution No. 163-2007 of August 20, 2007.
7. He shall be entitled to the same health, dental, optical, life and disability insurances as other non-bargaining unit managerial employees as set forth in Resolution No. 163-2007 of August 20, 2007.
8. He shall be entitled to participate in the New York State and Local Employees' Retirement System and the New York State Deferred Compensation Plan as provided to all City employees to the extent provided by New York State law.
9. He shall be entitled to the exclusive use of a vehicle provided to him by the City at all times while he is employed as City Manager for both business and personal use subject to the City Vehicle Usage Policy.

10. The City Council shall make an annual budget appropriation for the cost of courses, conferences and seminars for the purposes of education and professional development; to pay for dues and membership fees in the International City/County Management Association and other professional and local civic organizations relevant to the duties of City Manager; and to pay the cost of travel expenses associated with professional and official travel to meetings, conferences and other events for the purposes of carrying out the duties of City Manager.
11. He shall be entitled to defense and indemnification of legal claims arising out of the scope of his employment as City Manager as provided to all other public officers and non-bargaining unit managerial employees as provided by Section 18 of the Public Officers Law and City Charter Section C.3.92.
12. Termination shall be in accordance with City Charter Section C.5.00(D). Upon separation from service for any reason, he shall be entitled to the same severance as provided to other non-bargaining unit managerial employees as set forth in Resolution No. 163-2007 of August 20, 2007.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Newburgh, New York that the Mayor be and she hereby is authorized to execute a written employment agreement for the services as City Manager with Michael G. Ciaravino incorporating and consistent with the terms and conditions provided in this Resolution and with applicable law.