



City of Newburgh Council Work Session
*Sesión de trabajo del Concejal de la
Ciudad de Newburgh*

January 8, 2015

6:00 p.m.

AGENDA

1. Presentations

Presentaciones:

- a. Reminder: A Certificate of Recognition will be presented to Chief Michael Ferrara for his 42 years of service in the Police Department with the City of Newburgh
- b. Reminder: A Certificate of Achievement will be presented to Deborah Dresser for her work with the Newburgh Girl Power Program.

Recordatorio: Un Certificado de Reconocimiento va a ser presentado a Deborah Dresser por su trabajo en el Programa de Newburgh "Poder de Niñas".

- c. Reminder: A Certificate of Recognition will be presented to retailers who voluntarily choose not to sell tobacco products.

Recordatorio: Un Certificado de Reconocimiento va a ser presentado a los dueños de tiendas quienes voluntariamente han escogido no vender productos de tabaco.

2. Grants/Contracts and Agreements / Becas / Contratos y Convenios

a. Resolution No.

A resolution authorizing the City Manager to accept donations for the City of Newburgh Conservation Advisory Council.

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones para el Concejal Consultativo de Conservación de la Ciudad de Newburgh.

b. Resolution No.

A resolution authorizing the City Manager to accept a donation of sports equipment and apparel from Good Sports, Inc. in the amount of \$4,186.00 for use by the City of Newburgh Recreation Department.

Una resolución autorizando al Gerente de la Ciudad a aceptar una donación de equipo deportivo y vestimenta de Good Sports, Inc. en la cantidad de \$4,186.00 para el uso por el departamento de Recreación de la Ciudad de Newburgh.

c. Resolution No.

A resolution of the City Council of the City of Newburgh expressing support for a comprehensive cleanup and removal of PCBs from the Hudson River.

Una resolución del Concejal de la Ciudad de Newburgh demostrando su apoyo por una limpieza profunda y la eliminación de PCB's del rio Hudson.

d. Resolution No.

A resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Benjamin P. Reynolds to the premises known as 55 Chambers Street (Section 30, Block 4, Lot 7)

Una resolución autorizando la ejecución de liberación de unos contratos limitados y derechos de re-ingreso a una escritura hecha por Benjamin P. Reynolds por la propiedad conocida como 55 de la calle Chamber (sección 30, bloque 4, lote 7).

e. Resolution No.

A resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Beth Conroy to the premises known as 30 E. Parmenter Street (Section 39, Block 3, Lot 27)

Una resolución autorizando la ejecución de liberación de unos contratos limitados y derechos de re-ingreso a una escritura hecha por Beth Conroy por la propiedad conocida como 30 Este de la calle Parmeter (sección 39, bloque 3, lote 27).

f. Resolution No.

A resolution authorizing the City Manager to enter into a lease renewal with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street for a term of two years in the amount of \$2,000.00 per month.

3. Planning and Economic Development

a. Resolution No.

A resolution authorizing the City Manager to submit a joint application with The City of Newburgh Industrial Development agency to apply for and accept if awarded funds in an amount not to exceed \$310,000.00 from the Orange County Industrial Development Agency under the Shovel Ready Program.

Una resolución autorizando al Gerente de la Ciudad a someter una aplicación conjunto con la Agencia de Desarrollo Industrial de Newburgh para aplicar para y aceptar fondos en la cantidad a no exceder \$310,000.00 de la Agencia de Desarrollo Industrial del Condado de Orange bajo el Programa Pala Lista.

4. Engineering / Ingeniería:

a. Ordinance NO.: _____ - 2015

An ordinance amending Section 288-71, Schedule XIII, parking prohibited at all times of the Code of Ordinances.

Un decreto para enmendar Sección 288-71, del Itinerario XIII, estacionamiento prohibido todo el tiempo bajo el Código de Decretos.

b. Resolution No.

A resolution authorizing the City Manager to accept a funding award from the County of Orange in the amount of \$35,000.00 to provide funding for infrastructure repairs in the City of Newburgh.

Una resolución autorizando al Gerente de la Ciudad a aceptar una otorgación de fondos del Condado de Orange por la cantidad de \$35,000.00 para proveer Recursos en las reparaciones de la infraestructura de la Ciudad de Newburgh.

c. Resolution No

A resolution authorizing the City Manager to execute a proposal with Barton & Loguidice, P.C. for professional engineering services in connection with the design of the repair for the footing scour under Pier-5 of the Mill Street Bridge at a cost not to exceed \$12,500.00.

Una resolución autorizando al Gerente de la Ciudad a llevar a cabo una propuesta con Barton & Loguidice, P .C. por servicios de Ingeniería en conexión con el diseño de reparación de la examinación de la base bajo el puerto 5 del puente de la calle Mill al costo a no exceder \$12,500.00

5. Discussion / Discusión:

A. Renewal of agreement with Taylor Recycling

B. Draft_Local Law amending section C3.00 entitled "Municipal Officers enumerated" and adding Section C3.12 entitled "Residency Requirements" of the code of the City of Newburgh.

Delinear la Ley Local para enmendar sección C300 titulado "Oficiales Municipales enumerados" y añadiendo sección c3.12 titulado "Requisitos de Residencia" del

código de la Ciudad de Newburgh.

- C. A Local Law adding Chapter 276 of the Code of Ordinances of the City of Newburgh entitled "Tobacco" and enacting Article I entitled "Tobacco Retail License" and Article II entitled "Sale to Persons Under Age 19".

Una ley local añadiendo el Capítulo 276 del Código de Decretos de la Ciudad de Newburgh titulado "Tabaco" y promulgar Artículo I titulado "Licencia Comercial de Tabaco" y Artículo II titulado "Venta a personas menores de 19 Años de Edad.

- D. Board Appointments/Nombramientos de Junta Directiva:

- a. Re-appointment of Valerie Larry to the Board of Ethics (term expires January 13, 2015)

Re-nombramiento Valerie Larry a la Junta Directiva de Etica (el termino caduca en Enero 13 del 2015)

- b. Appointment of Chairman of the Police Community Relations and Review Board

Nombramiento del Presidente la Junta de Policia Relaciones

- E. Executive Session/ Sesión Ejecutiva:

- a. Matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- b. Pending litigation

RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS FOR THE CITY OF NEWBURGH
CONSERVATION ADVISORY COUNCIL**

WHEREAS, various businesses, firms and individuals have made generous contributions for the Conservation Advisory Council; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations for the Conservation Advisory Council with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens.

RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A DONATION OF SPORTS EQUIPMENT AND APPAREL
FROM GOOD SPORTS, INC. IN THE AMOUNT OF \$4,186.00
FOR USE BY THE CITY OF NEWBURGH RECREATION DEPARTMENT**

WHEREAS, Good Sports, Inc. helps to lay the foundation for healthy, active lifestyles by providing athletic equipment, footwear, and apparel to disadvantaged young people nationwide, and by partnering with sporting goods manufactures Good Sports is able to donate to programs in need; and

WHEREAS, the Recreation Department is actively working towards improving Delano-Hitch Park while providing quality programming for City of Newburgh Residents; and

WHEREAS, Good Sports, Inc. has offered to donate equipment and apparel items in the amount of \$4,186.00; and

WHEREAS, the City will be responsible for the cost of an administration fee in the amount to \$250.00; and

WHEREAS, this Council has determined it to be in the mutual best interests of the City of Newburgh, its young people and their families to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a donation of sports equipment and apparel from Good Sports, Inc., in the amount of \$4,186.00 for use by the City of Newburgh Recreation Department; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such donation.

RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEWBURGH EXPRESSING SUPPORT FOR A COMPREHENSIVE
CLEANUP AND REMOVAL OF PCBs FROM THE HUDSON RIVER**

WHEREAS, the Hudson River is an American Heritage River, and the Valley a National Heritage Area, and the health and beauty of the Hudson River is critical to the economic vitality of the communities surrounding it, as well as the state and the country at large; and

WHEREAS, nearly 200 miles of the Hudson River – from Hudson Falls to New York City – are a federal Superfund site because the General Electric Corporation (GE) discharged large quantities of polychlorinated biphenyls (PCBs) from two of its manufacturing plants for thirty years, between 1947 and 1977; and

WHEREAS, PCBs are manmade, bioaccumulative, persistent organic pollutants that have been linked to a wide variety of adverse health effects, including, among others: cancer, liver, and kidney disorders; reduced birth weight, conception rates, and live birth rates; persistent and significant deficits in neurological development, including visual recognition, short-term memory and learning; and developmental problems due to interference with thyroid hormone levels; and

WHEREAS, PCBs discharged by GE are present throughout the Hudson River ecosystem: in soils and sediments within the river and the surrounding floodplains; in the living tissues of wildlife, from low-level organisms to larger animals such as birds and fish; and, periodically, suspended in the river itself or in the air; and

WHEREAS, human beings may be exposed to PCBs by a variety of means, including eating PCB-contaminated fish or other contaminated foods, breathing in airborne PCBs, drinking PCB-contaminated water, or skin contact with PCB-laden soils; and

WHEREAS, in addition to posing ongoing health concerns, the continued presence of PCBs in the Hudson River has terminated or significantly damaged a number of formerly robust economic industries, including: the multi-million-dollar-a-year commercial fishing industry, closed below Hudson Falls since 1976; deep draft commercial shipping through the Champlain Canal, effectively closed for the past thirty years by the accumulation of PCB-contaminated sediments in the canal; and tourism, long-impaired by public perception that PCB contamination prevents the Hudson from being a safe or desirable place to visit or recreate; and

WHEREAS, the continued presence of PCBs in the Hudson River has also diminished the use and enjoyment of those who currently use the river, as exemplified by the longstanding NY State Department of Health (DOH) fish advisories against the consumption of recreationally caught fish and the numerous government-posted signs along the river warning of the presence of PCB-contaminated soils and sediments; and

WHEREAS, EPA determined in 2000 as part of its Reassessment Remedial Investigation/Feasibility Study (RI/FS) for the Hudson River Superfund Site that PCBs in the upper Hudson were a “dominant source” of “the PCB load to the water column of the Upper Hudson River,” and that microbial breakdown (natural attenuation) will not rid the River of PCBs; and

WHEREAS, the EPA’s 2002 Record of Decision for the Hudson River Site selected environmental dredging and off-site disposal of PCB-contaminated sediment from the Upper Hudson River as the best river sediment remedy to reestablish the ecological and economic health of the Hudson River; and

WHEREAS, since July of 2002, GE has agreed to a series of administrative orders of consent and has entered into a consent decree with EPA, all in which it has agreed to perform activities needed for implementation of the selected remedial action for river sediments; and

WHEREAS, this remedy segmented the Upper Hudson River into three sections by latitude, with a more stringent cleanup standard applied to River Section 1 than to River Sections 2 or 3; and

WHEREAS, GE commenced the first phase of remedial dredging in 2009, and the second and final phase in 2011; and

WHEREAS, in 2011, the U.S. National Oceanic and Atmospheric Administration and the U.S. Fish and Wildlife Service—the two federal agencies, along with the State of New York, entrusted with assessing the cost of GE’s “natural resource damage” liability for public losses incurred as a result of GE’s pollution of the Hudson River (the “Trustees”)—published reports identifying a number of problems with the 2002 river sediment remedy as implemented; and

WHEREAS, these problems included, among others: that failure to apply the more stringent criteria in River Sections 2 and 3, in practice, would leave behind the “equivalent to a series of Superfund-caliber sites” in those sections with average surface concentrations at “five times higher after remediation than predicted by the 2002 remedy;” that “the majority of the elevated post-construction sediment concentrations are adjacent to planned dredge areas” resulting in “the high likelihood of remediated areas becoming recontaminated;” that the rate of decline of PCBs in fish “was significantly overestimated” by earlier EPA models; and that unremediated sediments “will eliminate significant opportunities for restoration of natural resources in precisely those locations where it would be most valuable;” and

WHEREAS, despite these significant concerns, no modification to the scope or implementation of the 2002 river sediment remedy has been made either by EPA or GE; and

WHEREAS, significant amounts of PCBs also remain in the Hudson River floodplains, and portions of the Old Champlain Canal in Schuylerville; and

WHEREAS, GE anticipates it will complete its limited dredging operations in 2015, and presumably will begin dismantling its multi-million dollar infrastructure constructed for the dredging and dewatering of contaminated sediments shortly thereafter; and

WHEREAS, in September of 2014, GE agreed to an administrative order on consent regarding study of the Upper Hudson River floodplains to assist in the creation of an RI/FS for remediating those floodplains; and

WHEREAS, remaining PCB contamination within the river and the floodplains inhibits private and public growth, development, and recreational and business opportunities along the shores of the Hudson River and presents the risk of recontaminating the previously-cleaned areas planned for business or recreational use; and

WHEREAS, the current scope of planned dredging will not restore the Hudson River to its former ecological health, and the continued presence of highly contaminated sediments in the Upper Hudson River will prevent the revival of long-dormant economic opportunities for both the Upper and Lower Hudson communities; and

WHEREAS, these significant economic opportunities can only be unlocked by a robust cleanup of the Hudson that addresses contaminated sediments overlooked by the 2002 Record of Decision as well as other contaminated areas within and around the Hudson River;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby urges a more thorough removal of PCBs from the Hudson River and calls upon GE to: (1) dredge all areas of PCB-contaminated sediments in River Sections 2 and 3 that would require cleanup under the applicable-standards in River Section 1, including, at minimum, the 136 acres identified by the federal Trustees; (2) conduct any additional necessary removal of soils and sediments in PCB-contaminated “hot spots” in and around the Upper Hudson River, including cleanup of the Champlain Canal to ensure full use of the canal by deep draft shipping vessels; and (3) complete a thorough analysis and robust cleanup of the Hudson River, including the floodplains and the Old Champlain Canal, in order to restore the River to its full health and value as a natural and economic resource; and

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to send a copy of this resolution to:

- Jeffrey Immelt, Chairman and CEO, General Electric Corporation
- New York State Governor Andrew Cuomo
- NYS Office of the Attorney General
- NYS Department of Environmental Conservation
- NYS Canal Corporation
- National Oceanic and Atmospheric Agency (NOAA)

- US Department of Interior Fish and Wildlife Service
- US Environmental Protection Agency - Region 2 and Hudson River Field Office
- Hudson River Congressional Delegation

Motion made at a regular meeting of the _____, on

by _____ and seconded

by _____

VOTING MEMBERS:

RESOLUTION NO.: _____-2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO BENJAMIN P. REYNOLDS
TO THE PREMISES KNOWN AS 55 CHAMBERS STREET
(SECTION 30, BLOCK 4, LOT 7)**

WHEREAS, on December 14, 1999, the City of Newburgh conveyed 55 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 4, Lot 7, to Benjamin P. Reynolds by deed containing restrictive covenants; and

WHEREAS, by deed dated April 2, 2013, the City of Newburgh conveyed the premises to the Newburgh Community Land Bank, Inc. ("Land Bank"); and

WHEREAS, the Land Bank now desires to convey the premises to Habitat for Humanity of Greater Newburgh, Inc. ("Habitat"); and

WHEREAS, Habitat, by their attorney, has requested a release of the restrictive covenants contained in the deed to Benjamin P. Reynolds; and

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

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

RESOLUTION NO.: _____-2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO BETH CONROY
TO THE PREMISES KNOWN AS 30 E. PARMENTER STREET
(SECTION 39, BLOCK 3, LOT 27)**

WHEREAS, on July 1, 1996, the City of Newburgh conveyed property located at 30 E. Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 3, Lot 27, to Beth Conroy; and

WHEREAS, the premises was subsequently conveyed to Habitat for Humanity of Greater Newburgh, Inc. (“Habitat”); and

WHEREAS, Habitat, by their attorney, has requested a release of the restrictive covenants contained in the deed to Beth Conroy; and

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

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

RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE RENEWAL WITH
REPRESENTATIVE SEAN PATRICK MALONEY
FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET
FOR A TERM OF TWO YEARS IN THE AMOUNT OF \$2,000.00 PER MONTH**

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney Committee for a portion of the second floor of 123 Grand Street has offered the City owned premises at 123 Grand Street for rental; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand (\$2,000.00) per month as set forth in the lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached lease agreement with Representative Sean Patrick Maloney Committee for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 has boxes that can be checked on whether any lease amenities (such as parking, utilities, janitorial services, trash removal, etc.) are included in the lease. Note that this checklist is only for convenience and the listed amenities are not required. Some of the options have a blank line to be filled in to provide additional information about an amenity.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2015); and (2) date lease ends (must be on or before January 2, 2017).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 114th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 114th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

_____, _____
(Landlord's name) (Landlord's street address, city, state, ZIP code)
("Lessor"), and _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. Location. Lessor shall lease to Lessee _____ square feet of office space located at _____
(Office street address)
in the city, state and ZIP code of _____.
(Office city, state and ZIP)

2. Lease Amenities. Note that this checklist is for convenience only and the listed amenities are not required. However, the interior wiring of a CAT 5e or better and broadband internet access to the building will likely expedite the process for the office to be fully operational.

The Lease includes (please check any and complete all that apply):

- Telephone Service Available. (interior wiring CAT 5e or better)
- Broadband Internet Access to Building. (e.g., COMCAST, COX or like provider)
- Parking. ____ no. of assigned parking spaces ____ no. of unassigned parking spaces
 General off-street parking on an as available basis
- Utilities. Includes: _____
- Janitorial Services. Frequency: _____
- Trash Removal. Frequency: _____
- Carpet Cleaning. Frequency: _____
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: _____
Phone Number: _____ Email Address: _____

3. Term. Lessee shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2017, which is the end of the constitutional term of the Congress to which the Member is elected.

4. Rent. The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 114th Congress)

5. **Early Termination.** This Lease may be terminated by either party giving _____ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 114th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 114th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

The Lessor and Lessee agree that the following work will be completed:

 1. The Lessor will evaluate and repair the HVAC system.
 2. The Lessor will replace lights in the office space.
 3. The Lessor will replace garbage cans with a dumpster which can be locked.
 4. The Lessor will provide a security guard in the lobby of the building.
 5. The Lessor will construct a partition between the Congressman's office space and the remaining office space with appropriate entryways.

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 114th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment is a 4-page document that must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

Four things are required:

1. the signature of the Landlord and date;
2. the signature of the Member/ Member-Elect of Congress and date;
3. contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
4. the signature from the Office of the Administrative Counsel.

A few things to keep in mind:

- A. **The Member/ Member-Elect is required to personally sign the documents.**
- B. **The Attachment SHALL NOT have any provisions deleted or changed.**
- C. Even if rent is zero, an Attachment is still required.
- D. **Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- E. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- F. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- G. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

- 1. Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
- 2. Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- 3. Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
- 4. Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
- 5. Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- 6. Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

- 17. Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
- 18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- 19. Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- 20. Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- 21. Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- 22. Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- 23. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 24. Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
- 25. Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____ <i>Print Name of Lessor/Landlord</i>	_____ <i>Print Name of Lessee</i>
By: _____ <i>Lessor Signature</i> Name: Title:	_____ <i>Lessee Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (_____) _____ E-mail _____@mail.house.gov
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This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.</i>

U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. **Please complete all sections below, sign and return via the email or fax number listed.**

RETURN FORM TO: VendorEFT@mail.house.gov **FAX NUMBER:** **(202) 225-6914**

SECTION I		UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION	
ADDRESS		US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515	
AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE	4832
		TELEPHONE NUMBER	(202) 226-2277

SECTION II		PAYEE/COMPANY INFORMATION	
NAME (AS SHOWN ON YOUR INCOME TAX RETURN)		CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required) Individual/ Sole Proprietor C Corporation S Corporation Partnership Trust/Estate	
BUSINESS NAME/DISREGARDED ENTITY NAME or DBA, IF DIFFERENT THAN ABOVE			
TYPE OF TAX IDENTIFICATION NUMBER		Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership) Exempt payee	
ENTER TAX IDENTIFICATION NUMBER			
SOCIAL SECURITY NUMBER (or EIN)		OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. <i>This name should match the name shown on the charter or other legal document creating the entity.</i> You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.)	
ADDRESS/CITY/STATE/ZIP			
PURCHASE ORDER ADDRESS/CITY/STATE/ZIP			
CONTACT PERSON NAME			
EMAIL		EMAIL	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
REMIT TO ADDRESS			

SECTION III		FINANCIAL INSTITUTION INFORMATION	
BANK NAME (Branch City, State)			
ACH COORDINATOR NAME		TELEPHONE NUMBER	
NINE-DIGIT ROUTING TRANSIT NUMBER			
DEPOSITOR ACCOUNT TITLE			
DEPOSITOR ACCOUNT NUMBER		LOCKBOX NUMBER	
TYPE OF ACCOUNT		CHECKING	SAVINGS
		LOCKBOX	

SECTION IV		SOCIO-ECONOMIC INFORMATION	
Type of Business	Large Business-No Socio-Economic Designations	Minority	SmBusiness
	Sm-Disadv/Minority	Sm-Disadv Only	SmMin Only
Sm-Disadvantaged Business Prog	8 (a) Firm	HUBZone Program	HUBZone Eligible
	Emerging Small Business		Women-Owned Business
Other Preference Programs	Buy Indian	Directed to JWOD Non-Profit	No Preference/Not Listed
	Small Business Set-Aside		Very Small Business Set-Aside
Veteran Owned Status	Non-Vet Owned SmBus	Other Vet Owned SmBus	Serv-Disabled Vet Other Bus
	Serv-Disabled Vet Owned SB		Vet-Owned Other Bus
Size of Business:	(A) 50 or less	(B) 51-100	(C) 101-250
	(D) 251-500	(E) 501-750	(F) 751-1,000
	(G) Over 1,000	(M) 1 million or less	(N) 1.1-2 million
	(P) 2.1-3.5 million	(R) 3.1-5 million	(S) 5.1-10 million
	(T) 10.1-17 million	(Z) Over 17 million	

SECTION V		CERTIFICATION OF DATA BY PAYEE/COMPANY	
NAME		TITLE/POSITION	
SIGNATURE	DATE	TELEPHONE NUMBER	

Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

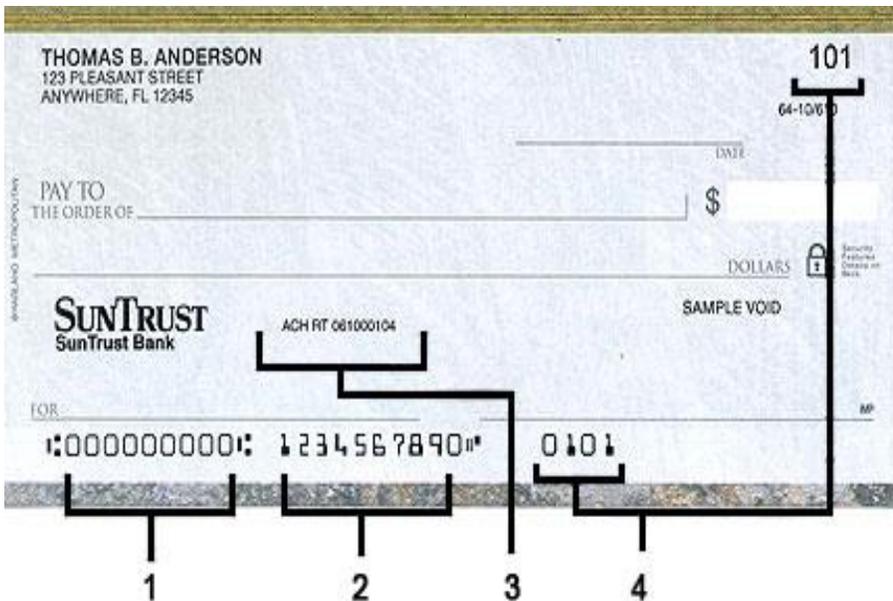
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO SUBMIT A JOINT APPLICATION WITH
THE CITY OF NEWBURGH INDUSTRIAL DEVELOPEMNT AGENCY
TO APPLY FOR AND ACCEPT IF AWARDED
FUNDS IN AN AMOUNT NOT TO EXCEED \$310,000.00
FROM THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
UNDER THE SHOVEL READY PROGRAM**

WHEREAS, the Orange County Industrial Development Agency (“OCIDA”) has developed a Shovel Ready Assistance Program (the “Program”) in order to stay ahead of market conditions and provide potential businesses with the best opportunity to quickly begin operating in Orange County; and

WHEREAS, OCIDA has determined that certain risks and costs of the early stages of development have prevented municipalities from developing properties in the County to a shovel ready stage conducive to attracting businesses that would be highly beneficial to the County’s continued economic success; and

WHEREAS, under the Program OCIDA will make expenditures for infrastructure and related improvements at sites that are ripe for the development of selected sites in Orange County that are favorable to use as large box and multi-user park sites; and

WHEREAS, the City of Newburgh and the City of Newburgh Industrial Development Agency (“IDA”) wish to submit a joint application to the OCIDA for the Shovel Ready Program in an amount not to exceed \$310,000.00; and

WHEREAS, the funding will be used to support the development of 5 Scobie Drive and remedial work at the adjacent Department of Public Works (“DPW”) site for tree removal, support of the Landfill Exemption Plan for DPW and grading the two (2) plus acres which adjoin both sites; and

WHEREAS, this Council has reviewed said grant and finds such to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to submit a joint application with the City of Newburgh Industrial Development Agency to apply for and accept if awarded funds in an amount not to exceed \$310,000.00 from the Orange County Industrial Development Agency Shovel Ready Program and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the programs funded thereby.

ORDINANCE NO.: _____ - 2015

OF

JANUARY 12, 2015

AN ORDINANCE AMENDING SECTION 288-71, SCHEDULE XIII, PARKING PROHIBITED AT ALL TIMES OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-71, Schedule XIII, and Section 288-74, Schedule XVI, be and are hereby amended as follows:

Section 288-71. Schedule XIII: Parking Prohibited at All Times.

In accordance with the provisions of Section 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Chamber Street	West	<u>Beginning at a point 353 feet north of the perpendicular projection of the westerly curb line along Broadway and continuing north for a distance of 57 feet.</u>
Chamber Street	East	<u>Beginning at a point 328 feet north of the perpendicular projection of the easterly curb line along Broadway and continue north for a distance of 108 feet.</u>
Lander Street	West	<u>Beginning at a point 279 feet north of the perpendicular projection of the westerly curb line along Broadway and continuing north for a distance of 160 feet.</u>
Lander Street	East	<u>Beginning at a point 361 feet north of the perpendicular projection of the easterly curb line along Broadway and continuing north for a distance of 39 feet.</u>

This Ordinance shall take effect immediately.

Underlining denotes additions
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RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A FUNDING AWARD FROM THE COUNTY OF ORANGE
IN THE AMOUNT OF \$35,000.00 TO PROVIDE FUNDING
FOR INFRASTRUCTURE REPAIRS IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh has been advised that the County of Orange has awarded funding in the amount of \$35,000.00; and

WHEREAS, the funds will be used for infrastructure repairs in the City of Newburgh, including repairs to the Mill Street Bridge, the Public Safety Building, the Department of Public Works building and other repairs of City owed buildings; and

WHEREAS, this Council has determined that accepting said funding award would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a funding award in the amount of \$35,000.00 from the County of Orange to provide for infrastructure repairs in the City of Newburgh; and he is hereby further authorized to execute any documents in connection with such funding award and to take all measures as may be appropriate and necessary to carry out such program.

RESOLUTION NO.: _____ - 2015

OF

JANUARY 12, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROPOSAL WITH BARTON & LOGUIDICE, P.C.
FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION
WITH THE DESIGN OF THE REPAIR FOR THE FOOTING SCOUR
UNDER PIER-5 OF THE MILL STREET BRIDGE
AT A COST NOT TO EXCEED \$12,500.00**

WHEREAS, in response to a red flag condition issued by the New York State Department of Transportation, the City's Engineering Department conducted an inspection of the scour condition under the Pier-5 footing on November 10, 2014, which subsequently led to the indefinite closure of the Mill Street Bridge; and

WHEREAS, the City of Newburgh wishes to execute a proposal with Barton & Loguidice, P.C. for professional services associated with repair of the footing scour condition under Pier 5 of the Mill Street Bridge; and

WHEREAS, the proposal includes investigation, design, bidding and part-time construction observation services required to address both the footing deficiency and the red flag condition issued by the New York State Department of Transportation; and

WHEREAS, the cost for these services are not to exceed \$12,500.00 and the funding shall be derived from an Orange County Grant Award; and

WHEREAS, the City Council has reviewed the annexed proposal, terms and conditions, and has determined that retaining such engineering services would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the proposal with Barton & Loguidice, P.C. for professional engineering services in connection with the design of the repair of the footing scour condition under Pier-5 of the Mill Street Bridge at a cost not to exceed \$12,500.00.

LOCAL LAW NO.: _____ - 2014

OF

A LOCAL LAW AMENDING SECTION C3.00 ENTITLED “MUNICIPAL OFFICERS
ENUMERATED” AND ADDING SECTION C3.12
ENTITLED “RESIDENCY REQUIREMENTS”
OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.00 entitled ‘Municipal Officers Enumerated’ and adding Section C3.12 entitled ‘Residency Requirements’ of the Code of the City of Newburgh”.

SECTION 2 - AMENDMENT

§ C 3.00, Paragraph C of the City Charter is hereby amended as follows:

The officers of the city or municipality shall be as follows:

C. One Corporation Counsel, one City Comptroller, one City Assessor, one City Collector, one City Purchasing Agent, one City Engineer, one Superintendent of Public Works, one Superintendent of Water, one Police Chief, one Fire Chief, one Building Inspector, one Plumbing Inspector, one Registrar of Vital Statistics, one Deputy Registrar of Vital Statistics, one Planning and Development Director and one Parks and Recreation Director.

Article III of the City Charter of the City of Newburgh, entitled “Municipal Officers” is hereby amended to add new Section C3.12 entitled “Residency Requirements” as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.

~~Strikethrough~~ denote deletions

Underlining denotes additions

B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after January 1, 2015. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER - includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks, one Planning and Development Director and Recreation Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after January 1, 2015 and the City Marshal and Acting City Marshal initially appointed after January 1, 2015

RESIDENCY - a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh on or after January 1, 2015 shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial appointment or become a resident within 90 days of appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for

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Underlining denotes additions

verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed
Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver. In the event that the provisions of Subsection D of this Section will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:

1. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
2. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
3. By the City Court for the City Marshal and Acting City Marshal.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City as of December 31, 2014 and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

~~Strikethrough~~ denote deletions

Underlining denotes additions

Draft dated 12/3/14

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on January 1, 2015 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

DRAFT

~~Strikethrough~~ denote deletions

Underlining denotes additions

Draft dated 12/3/14

LOCAL LAW NO.: _____ - 2014

OF

**A LOCAL LAW ADDING CHAPTER 276 OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED “TOBACCO” AND ENACTING ARTICLE I
ENTITLED “TOBACCO RETAIL LICENSE” AND ARTICLE II ENTITLED “SALE TO
PERSONS UNDER AGE 19”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 “Tobacco” be and is hereby added as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Adding Chapter 276 entitled ‘Tobacco’ and Enacting Article I entitled ‘Tobacco Retail License’ and Article II entitled ‘Sale to Persons under Age 19’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - PURPOSE AND INTENT

WHEREAS, tobacco use is the foremost preventable cause of premature death in the United States, and according to the 2014 Surgeon General Report, causes over 480,000 deaths in the United States each year; and

WHEREAS, tobacco companies sell products that are addictive and inherently dangerous, causing cancer, heart disease, and other serious illnesses; and

WHEREAS, the City of Newburgh has a substantial interest in reducing the number of individuals of all ages who use cigarettes and other tobacco products, and a particular interest in protecting adolescents from tobacco dependence and the illnesses and premature death associated with tobacco use; and

WHEREAS, an overwhelming majority of Americans who use tobacco products begin using such products while they are adolescents and become addicted to those products before reaching the age of 18 and the 2014 Surgeon General Report states that more than 3,200 young people under the age of 19 smoke their first cigarette each day in the United States; and

WHEREAS, the prevention of adolescent tobacco product use is detailed in Article 13-F of the New York State Public Health Law, known as the Adolescent Tobacco Use Prevention Act (ATUPA) which expressly prohibits the sale of tobacco products to minors; and

WHEREAS, although it is unlawful to sell tobacco products to minors, New York State Department of Health, The New York Youth Tobacco Survey 2008 finds that 8.4% middle school and 28% of high school students in the Hudson Valley Area who use cigarettes report that they usually purchase their cigarettes from a retail store; and

WHEREAS, research has found that higher tobacco retail outlet density is significantly associated with higher rates of youth smoking initiation and experimentation; and

WHEREAS, The New York State Tobacco Control Evaluation Program Tobacco Retail Outlet Density by Proximity to Schools and in Low Income Areas Orange County, New York Findings, a report by the Department of Health Behavior, Division of Cancer Prevention and Population Sciences, at Roswell Park Cancer Institute found that in 2012 of the 319 validated tobacco retail outlets located in Orange County, 110 or 34.5% are located in the Newburgh area and in Orange County, 16.3% (n=52 of 319) are located within a distance of 1,000 feet of a school; and

WHEREAS, research shows that a high concentration of tobacco outlets near schools provides our most vulnerable populations with ready access to tobacco and increases their exposure to tobacco retail marketing, which may increase their uptake of tobacco usage and creates an environment that promotes the social acceptability of tobacco use; and

WHEREAS, City of Newburgh has a substantial and important interest in reducing the illegal sale of tobacco products to minors; and

WHEREAS, studies have found a higher prevalence of current smoking at schools with more tobacco outlets within walking distance, and researchers suggest that limiting the proximity of tobacco outlets to schools may be an effective strategy to reduce youth smoking rates; and

WHEREAS, licensing laws in other communities have been effective in reducing the number of illegal tobacco sales to minors; and

WHEREAS, restricting the number and the location of tobacco retailers and the associated marketing of tobacco products within those retail stores in the City is necessary to protect the public health, safety, and welfare of our youth; and

WHEREAS, a local licensing system for tobacco retailers is necessary and appropriate to protect the public health, safety, and welfare of our residents, particularly children, and will help ensure that retailers comply with the ATUPA, other tobacco control laws, and the business standards of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED THAT, it is the intent of the City of Newburgh to implement effective measures through this Chapter to reduce the number of its tobacco retail outlets, regulate the location of its tobacco retail outlets, stop the sale of tobacco products to its youth, prevent the sale or distribution of contraband tobacco products in Newburgh, and facilitate the enforcement of tax laws and other applicable laws relating to tobacco products.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Chapter 276 entitled “Tobacco”, Article I entitled “Tobacco License” and Article II entitled “Sale to Persons under Age 19” to read as follows:

ARTICLE I. TOBACCO LICENSE

§ 276-1 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

ADMINISTRATIVE HEARING means a hearing by the City Manager or his designee.

ADULT-ONLY ESTABLISHMENT means a facility where the operator ensures or has a reasonable basis to believe (such as checking identification of any person appearing to be under the age of 26) that no person under the age of 21 is permitted entrance.

AGE-VERIFIED CUSTOMER means any individual who has presented a driver’s license or other photographic identification card issued by a government entity or educational institution indicating that the individual is of Legal Age. Such identification need not be required of any individual who reasonably appears to be at least twenty-five years of age, provided however that such appearance shall not constitute a defense in any proceeding alleging a violation of this Chapter. It shall be an affirmative defense to a violation of this Chapter that the Tobacco Retailer successfully performed a Transaction Scan of an individual’s identification as defined by New York Public Health Law Section 1399-cc and that a Tobacco Product or Tobacco-Related Product was provided to such individual in reasonable reliance upon such identification and transaction scan.

APPLICANT means an individual, partnership, limited liability company, corporation, or other business entity seeking a Tobacco Retail License.

CITY CLERK means the City Clerk or Deputy City Clerk.

FIRE DEPARTMENT means the City of Newburgh Fire Department including the Bureau of Fire Prevention and the Bureau of Code Compliance

LEGAL AGE means the minimum age at which individuals are permitted to legally purchase tobacco products or tobacco-related products in the City of Newburgh.

NEW TOBACCO RETAIL LICENSE means any Tobacco Retail License that is not a Renewed Tobacco Retail License.

PERSON means any natural person, company, corporation, firm, partnership, business, organization, or other legal entity.

POLICE DEPARTMENT means the City of Newburgh Police Department.

RENEWED TOBACCO RETAIL LICENSE means a Tobacco Retail License issued to an Applicant for the same location at which the Applicant possessed a valid Tobacco Retail License during the previous year.

SCHOOL means a public or private pre-kindergarten, kindergarten, elementary, middle, junior high or high school or alternative school.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

TOBACCO RETAILER means any Person who sells or offers for sale any Tobacco Product or Tobacco-Related Product or any employee of such a Person.

TOBACCO RETAIL LICENSE means a license issued by the City Clerk to a Person to engage in the retail sale of Tobacco Products or Tobacco-Related Products in the City of Newburgh.

§ 276-2 Tobacco Retail License

A. Starting March 1, 2015, no Person shall sell, offer for sale, or permit the sale of Tobacco Products or Tobacco-Related Products to consumers in the City of Newburgh, without a valid Tobacco Retail License issued by the City Clerk. A Tobacco Retail License is not required for a wholesale dealer who sells Tobacco Products or Tobacco-Related Products to retail dealers for the purpose of resale only and does not sell any Tobacco Products or Tobacco-Related Products directly to consumers.

B. All Tobacco Retail Licenses issued pursuant to this section are nontransferable and non-assignable and are valid only for the Applicant and the specific address indicated on the Tobacco Retail License. A separate Tobacco Retail License is required for each address at which Tobacco and Tobacco-Related Products are sold or offered for sale. Any change in business ownership or business address requires a new Tobacco Retail License.

C. All Tobacco Retail Licenses issued pursuant to this section are valid for no more than one year and expire on February 28 following the effective date of the Tobacco Retail License. As set forth in Section 276-8, a Tobacco Retail License may be revoked by the Police Department prior to its expiration date for cause.

D. Applications for a New Tobacco Retail License shall be made on a form specified by the City Clerk, at least 30 days prior to March 1, 2015. The City Clerk may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

E. Applications for a Renewed Tobacco Retail License shall be made on a form specified by the City Clerk at least 30 days prior to the expiration of the current license. The City Clerk may require such forms to be signed and verified by the Applicant or an authorized agent thereof.

F. Applications for a new or renewed Tobacco Retail License shall be accompanied by the fee set forth in Section 276-7.

G. The issuance of any Tobacco Retail License pursuant to this Chapter is done in the discretion of the City of Newburgh and shall not confer upon licensee any property rights in the continued possession of such a license.

§ 276-3 Issuance of Licenses

A. Upon the receipt of a completed application for a New or Renewed Tobacco Retail License and the fee required by Section 276-7, the Police Department and the Fire Department upon the showing of proper credentials and in the discharge of his duties, may enter to inspect the location at which tobacco sales are to be permitted. The Police Department also may ask the Applicant to provide additional information that is reasonably related to the determination of whether a license may issue.

B. At the request of the Fire Department, the Corporation Counsel is authorized to make application to the City Court of the City of Newburgh or any other court of competent jurisdiction for the issuance of a search warrant to be executed by a police officer in order to conduct an inspection of any premises believed to be subject to this chapter. The municipal officer may seek a search warrant whenever the owner, managing agent, or occupant fails to allow inspections of any dwelling unit contained in the rental property where there is a reasonable cause to believe that there is a violation of this chapter, the New York Uniformed Fire Prevention Building Code Act, or of any code of the City of Newburgh or any applicable fire code.

C. No Tobacco Retail License shall be issued by the City Clerk to an Applicant if one or more of the following bases for denial exists:

- (1) The information presented in the application is incomplete, inaccurate, false, or misleading;
- (2) The fee for the application has not been paid as required;

- (3) The Applicant does not possess a valid certificate of registration as a tobacco retail dealer from the New York State Department of Taxation and Finance at the location for which an application is requested;
- (4) The Applicant seeks a New Tobacco Retail License at a location for which this Chapter prohibits the issuance of a New Tobacco Retail License;
- (5) The Applicant has previously had a Tobacco Retail License issued under this Chapter revoked;
- (6) A Tobacco Retail License issued under this Chapter for the same address or location previously has been revoked;
- (7) The Applicant has been found by a court of law or administrative body to have violated any federal, state or local laws pertaining to (a) trafficking in contraband Tobacco Products or illegal drugs; (b) the payment or collection of taxes on Tobacco Products; (c) the display of Tobacco Products or of health warnings pertaining to Tobacco Products; or (d) the sale of Tobacco Products;
- (8) The Applicant is not in compliance with all applicable New York State Uniform Building Code, Fire Prevention Code, Property Maintenance Code, Electrical Code and Plumbing Code and the Code of Ordinances of the City of Newburgh; and
- (9) The Applicant has not paid to the City of Newburgh outstanding fees, fines, penalties, or other charges owed to the City of Newburgh.

§ 276-4 Limitation on Number of Licenses Issued

A. In the first year subsequent to the effective date of this Chapter, a Tobacco Retail License shall only be issued to an Applicant for the same location at which the Applicant possessed a valid certificate of registration as a tobacco retail dealer from the New York State Department of Taxation and Finance 180 days prior to the effective date of this Chapter.

B. Except for the first year subsequent to the effective date of this Chapter, the total number of New and Renewed Tobacco Retail Licenses issued by the City Clerk in a given year shall not exceed the number of Tobacco Retail Licenses that were issued in the previous year.

C. Starting on March 1, 2016, the City Clerk shall issue only one New Tobacco Retail License for every two Tobacco Retail Licenses that were revoked during the previous year or for which no renewal application was submitted.

D. Whenever the number of valid applications for a New Tobacco Retail License exceeds the number of New Tobacco Retail Licenses that may be issued under this Section, licenses shall be granted using the following priorities:

- (1) New Tobacco Retail Licenses shall be granted, first, to any Applicant who will sell Tobacco Products or Tobacco-Related Products at an Adult-Only Facility.
- (2) New Tobacco Retail Licenses shall be granted, second, to any Applicant that held a valid Tobacco Retail License in the prior year for an establishment within 1,000 feet of the nearest property line of a school and who is not seeking renewal of that license. If there are more valid applications from such Applicants for New Tobacco Retail Licenses than the number of available New Tobacco Retail Licenses, the New Tobacco Retail Licenses shall be granted to those Applicants by lottery.
- (3) Any remaining available New Tobacco Retail Licenses shall be granted to eligible Applicants by lottery.

§ 276-5 Certain Locations

- A. No Tobacco Retail License shall be issued to any seller of tobacco products or tobacco-related products that is not in a fixed, permanent location.
- B. With the exception of the first year subsequent to effective date of this Local Law, no New Tobacco Retail License shall be issued to any establishment within 1,000 feet of the nearest point of the property line of a School.

§ 276-6 Required License Display

- A. Any Tobacco Retail License issued pursuant to this Local Law shall be displayed prominently at the location where the Tobacco Products or Tobacco-Related Products are sold so that it is readily visible to customers.
- B. Selling, offering for sale, or permitting the sale of any Tobacco Product or Tobacco-Related Product without a valid Tobacco Retail License displayed in accordance with Section 276-6(A) constitutes a violation of this Local Law.

§ 276-7 Required Fee

- A. Each application for a New or Renewed Tobacco Retail License shall be accompanied by a fee as set forth in Chapter 163 “Fees” of the Code of Ordinances of the City of Newburgh.
- B. Starting two years after the effective date of this Chapter, the City Council may, on an annual basis, modify the fee required pursuant to Section 276-7(A). The fee shall be calculated so as to recover the cost of administration and enforcement of this Chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

§ 276-8 Revocation or Suspension of Licenses

Any Person who is found to be in violation of the terms and conditions of this Local Law or for violation of any federal, state, or local law or regulation pertaining to (a) the display of Tobacco Products or Tobacco-Related Products or of health warnings pertaining to Tobacco Products or Tobacco-Related Products, or (b) the sale of Tobacco Products or Tobacco-Related Products shall have their City of Newburgh License suspended for up to 3 months for a first offense, 6 months for a second offense, or revoked for a third offense, after notice and an opportunity to be heard at an administrative hearing before the City Manager or his designee.

§ 276-9 Violations and Enforcement

A. The Police Department shall enforce the provisions of this Chapter. The Police Department and the Fire Department may conduct periodic inspections in order to ensure compliance with this Chapter. Nothing in this Chapter shall preclude the Fire Department and its Bureau of Fire Prevention and Bureau of Code Compliance from enforcing the New York State Uniform Fire Prevention and Building Code in accordance with all other New York State and local laws, rules and regulations.

B. In addition to the penalties provided for in Section 276-8, any Person found to be in violation of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$500.00 for the first violation; not more than \$1,000 for a second violation; and not more than \$2,000.00 for the third and each subsequent violation within a two-year period or by imprisonment for a period not exceeding 1 year, or by both such fine and imprisonment. Each day on which a violation occurs shall be considered a separate and distinct violation.

ARTICLE II. SALE TO PERSONS UNDER AGE 19

§ 276-10 Prohibitions and proof of age

A. Any person operating a place of business wherein tobacco or tobacco-related products are sold or offered for sale is prohibited from selling such tobacco or tobacco-related products to individuals under nineteen (19) years of age.

B. Sale of such tobacco or tobacco-related products in such places shall be made only to an individual who demonstrates, through a driver's license or other photographic identification card issued by a government entity or educational institution that the individual is at least nineteen (19) years of age. Such identification need not be required of any individual who reasonably appears to be at least twenty (26) years of age, provided, however, that such appearance shall not constitute a defense in any proceeding alleging the sale of tobacco or tobacco-related products to an individual under nineteen (19) years of age.

§ 276-11 Posting of sign

Any person operating a place of business wherein tobacco or tobacco products are sold or offered for sale shall post in a conspicuous place, a sign upon which there shall be imprinted the following statement:

SALE OF CIGARETTES, CIGARS, PIPE TOBACCO, SNUFF, CHEWING TOBACCO, DIPPING TOBACCO, BIDIS, SNUS, SHISHA, POWDERED AND/OR DISSOLVABLE TOBACCO PRODUCTS, LIQUID NICOTINE AND ELECTRONIC CIGARETTE CARTRIDGES TO PERSONS UNDER 19 YEARS OF AGE IS PROHIBITED UNDER PENALTY OF LAW.

Such sign shall be printed on a white card in red capital letters at least $\frac{3}{4}$ inch in height.

§ 276-12 Enforcement; penalties for offenses

- A. Any person who shall violate any of the provisions of this Article or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be punished as provided in § 276-9 for violation of this Chapter of the Code of Ordinances of the City of Newburgh.
- B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense.
- C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

§ 276-13 Severability

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Chapter is held to be invalid, such invalidity shall not affect the other provisions of this Chapter that can be given effect without the invalidated provision.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law and shall be effective on March 1, 2015 and upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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