

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 28, 2014 at 6:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Mejia - 5

Councilwoman Abrams moved and Councilwoman Angelo seconded that the Council enter Executive Session to discuss Collective Negotiations and Pending Litigation.

All in favor the Council entered Executive Session at 6:05 p.m.

**Councilman Brown and Councilwoman Lee arrived as the Executive Session began.*

Councilwoman Abrams moved and Councilwoman Mejia seconded to exit Executive Session.

All in favor the Council exited Executive Session at 7:20 p.m.

The Prayer was led Rev. Dustin Trowbrige from St. George's Episcopal Church followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia - 7

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Mejia seconded that the minutes of the meeting from April 14, 2014 be approved.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-7

CARRIED

Mayor Kennedy read the following letter received from Assemblyman Skartados:

April 22, 2014
Mayor Kennedy,
Newburgh City Council

Dear all,

It is my pleasure to inform you that the New York State Budget 2014-2015 includes the following funds outlined for the City of Newburgh:

Chips (highway improvements): \$399,833. This is an increase of \$33,143 (9.04%) over last year due to the distribution of special winter recovery funds.

AIM (funds to cities): \$4,464,656

Police Grant: For the second year we have secured a BYRN Police Grant for \$17,500

The 2014-2015 Budget includes for the Newburgh Enlarged City School District a \$6,048,310 increase over last year in State Education Funds, which represents a 4.77% increase. The budget also contains a new fund titled Smart Schools, designed to improve classroom technology. Newburgh will receive \$12,831,056 in this category.

In addition to the budget, I have secured approximately \$300,000 for organizations in the City of Newburgh to be used for new building construction, youth organizations, historic preservation, fighting hunger, and other social services.

Sincerely,
Frank Skartados, Member of the NYS Assembly



City of Newburgh City Comptroller's Office

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John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

TO: James Slaughter, Interim City Manager
Mayor - Judy Kennedy
Councilman – Cedric Brown
Councilwoman – Regina Angelo
Councilwoman – Gay Lee
Councilwoman – Genie Abrams
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia

FROM: John J. Aber, City Comptroller

DATE: April 23, 2014

SUBJECT: City of Newburgh Financials – March 2014

Below are the highlights of the City of Newburgh Revenue and Expenses through March 31, 2014.

General Fund Revenue

Through March, the City of Newburgh collected \$10.9 million compared to the annual revenue budget of \$44.2 million (24.78%).

- \$8.8 million - Real Property Taxes/PILOT Payments.
- \$736k - Fund balance transfer
- \$599k – Enterprise fund transfer for General fund services
- \$359k – Sales & Use tax, utilities tax and franchise fees
- \$265k -Departmental income
- \$65k - Licenses and permits
- \$53k - Grants
- \$35k - Miscellaneous income (investments, property rental)

General Fund Expense

The City of Newburgh expended \$10.3 million plus an additional \$70k in FY2013 encumbrances. On a cash basis the City has expended 23% of the 2014 budget. On a modified accrual basis they have committed 25%.

Overall Departmental expenses are in-line with the approved budgets with the exception of Police and Fire overtime. Fire overtime has decreased with the hiring of the new grant funded recruits and my office will continue to monitor the overtime. Police overtime has decreased slightly however we are still projecting the Police Department to exceed their overtime budget. My office will continue to work with the Police Chief and City Manager to develop an overtime control plan.

O'Conner Davies has completed an audit of our FY2013 Finances. They are preparing our audit results and will be presenting their findings to the City Council in late May, early June.

Enterprise Fund Revenue

Through March 2014, the Enterprise Funds (Water, Sewer and Sanitation) generated \$1.3 million in revenue.

Water and Sewer bills for FY2014 1st were mailed in April. With the exception of employee health contributions and fund balance, there has been no revenue generated at this point in time.

The Sanitation Fund collected \$773k which represents 24% percent of the total revenue budget for FY2014.

Enterprise Fund Expense

Through March 2014, Enterprise Funds expended \$2.8 million. Of the \$2.8 million, \$1.1 represented first quarter interfund payments to the General Fund and Self Insurance Fund. All three Enterprise funds are projected to spend within their FY2014 Adopted Budget. On a cash basis, the enterprise funds have expended 19% of their budget on a modified accrual basis, they have committed 34.3%

Capital

Detailed below are the major, borrowed funds (prior to FY2012) and the status of each project.

1. Engineering

Robinson Ave Project - \$1.8m – No update

New Dock - \$260k – Underwater assessment scheduled for May

2. Community Development

Tyrone Crab Park - \$240k – Bids due back April 29, 2014

3. Water Department

Scada System - \$300k – Water Dept. preparing bid spec

Detailed below are updates to the 2013 BAN.

1. Office Equipment/Replacement

Records Mgt. - \$300k Budget, \$146k remaining for Engineering and Codes new database system.

CSU Analysis Software - \$30k – Bid spec prepared by Police

Taser Camera's - \$21k – No update

2. HVAC

HVAC upgrades to 123 Grant Street - \$40k – No update

3. Council Chamber Upgrades

Live Streamlining - \$25k – Bid spec prepared pending CC approval to move forward

4. Water Treatment Plant Upgrades and Equipment - \$236k

Bobcat - \$70k – Ordered pending delivery

Gate repairs upgrades - \$160k – No-update

Pump overhauls - \$34k – No update

Tank Inspections and Skimmer - \$12k – No update

5. Paving Projects – Budget - \$350k, \$65k remaining

6. Roof Repairs

Recreation Building - \$75k budget – Architect hired, Environmental specialist hired. Project will require additional funding to complete

104 South Landers - \$75k budget – roof replacement not needed. Funds will be transferred to cover roof repairs at Recreation Building

7. Public Safety Building

Locker Room Repairs - \$100k budget – Environmental specialist hired

Overall Building Evaluation - \$50k – Vendor preparing cost specs for review and council approval.

8. Muni-Meters - \$100k – No update

9. **Emergency Generator 83 Broadway - \$40k budget** – Engineer developing bid spec.

Bonds

I am happy to announce that our Bond Counsel Harris Beach and our investment firm Capital Markets have begun the process to refund the 99A and 03A bond series. Bond Counsel is preparing a resolution for Council approval. With the upgrade to our bond rating and the current market conditions, we expect to save \$123,000 over the next ten years.

PROPOSED PUBLIC HEARING

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 1st 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>.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-7
ADOPTED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Barbara Smith, Powell Avenue, said in regard to resolution #108-14 that it would be advantageous to track the grants after they are approved to be able to track where the money has gone. What work has been done to report back to the public on what our Federal, State or County monies have done? She feels that all of this is very good but that one step seems to be missing. In regard to resolution #109-14 regarding employee vehicles, she said that maybe they could find a more intense way of doing this with some type of GIS tracking device which would also save some money. This would be self-reporting and it would keep people a little more honest with regard to what they are doing with our City vehicles. It should to be looked at to see if this would be more cost effective. In regard to resolution #115-14, she said that she wants the City Council that they have voted into office to look at our employees for what they contributed and what they have done and not be bullied into doing something that their heart or mind says is not in the best interest of our City. Whichever way they decide to vote she told them to do it from what they believe is the best thing for the City of Newburgh and not what someone asked them to do. They all have minds of their own and they are adults. They are here to work for the residents not to impress each other.

Mary Ellen Korchinsky, 7 Central Avenue, feels that this is an evening that calls for gratitude so she wanted to thank Mr. Slaughter for taking on the job of Interim City Manager. She appreciates his willingness to interrupt his life to serve and she looks forward to his now being able to turn his undivided attention to the crucial issue of economic development here in the City of Newburgh. She also wanted to thank the City Council because she knows how much time, energy and thoughtfulness they have put into the search for a City Manager. She knows that many of them have missed family holidays and worked through illness to make a wise choice. She said that whether everyone in the room agrees with their decision or not she appreciates the fact that they are working hard for the best interest of this City. She added that Dr. Hannah Brooks, who could not be here this evening, wished to say that she looks forward to seeing the work of the newly selected City Manager. It is heartening to hear that the City Council feels confident in the choice that they made. Most importantly she wants to thank the Council members who truly do so much for our City every day and rarely get the thanks and recognition that they deserve. That this Council has taken the process of selecting a new Manager so seriously and so thoughtfully gives her great hope for a unified and functioning City.

Brian Flannery, 5 Norton Street, said that he was always in favor of the Council doing a City Manager search to look for the best person for the City because that's what Newburgh needs and it's what the citizens deserve.

Kippy Boyle, 400 Grand Street, wished to echo the positive comments made by the residents who spoke before her. In regard to resolution #114-14 to transfer the property located at 288 Grand Street, she hopes that they can give a clearer picture of how back taxes are determined when the Council is transferring property to new owners. There seemed to be some fuzziness about it at the Work Session so she would like to be assured that all citizens, whether they live here or if they are coming in from someplace else, have an equal opportunity up front to know what their costs are going to be. She asked for an explanation on what the procedures are. She added that she would like the Council to consider the reverter clause so that in addition to the eighteen month reverter clause there would be an additional clause that says if an extension is to be requested those extensions would only be for six months and there would be a \$1200.00 or \$200.00 per month penalty. There should be a fee for that extension. She would like to know if the Codes Department follows the protocol that was set up several years ago whereby at the nine, twelve and fifteen month dates the Codes Department was going to inspect those properties to see if they were progressing so that they wouldn't need extensions. This would be an incentive to new purchasers to move ahead with their work and if they run into problems it gives everyone a chance to know what is expected down the line.

Janet Gianopoulos, City of Newburgh, said in regard to resolution #115-14 that she thinks it will be good to have our Planning & Development Director focused on Planning & Development because it is a very important area that Mr. Slaughter was hired to do. She remembers the excellent presentation he did that really made Newburgh look great. She understands that the incoming City Manager is an Attorney and feels that this is an advantage. It is also an advantage that he has run a City before and it is important to see what similar sized cities are doing. In New York State we are being charged more than similar sized cities for our public safety and she thinks that things like this need to be looked at. She is hopeful that the new City Manager will do those things.

Pastor Austin, City of Newburgh, said that she agrees with Barbara Smith in regard to the process for resolution #108-14. She asked the Council to consider not only tracking the grants, which is crucial, but that there be some process for evaluation and outcomes of the money. She also feels that there should be an orientation for all of the grantees which eliminates the frustration and possible projected errors. If all of the grantees are oriented at the same time with the same process and same paperwork, you will have a smoother process for disbursements of money. She commended the Council for hiring an experienced City Comptroller and with the new City Manager appointed tonight they are stepping up the management skills of this City.

Brenda McPhail, City of Newburgh, said in regard to resolution #115-14 that they have the audacity to put this to a vote. It is a shame that the people who need to be here are not because they are the ones who are going to suffer. Newburgh has been run and governed by a bunch of jackasses year after year which is why we are in the

predicament that we are in. It has nothing to do with being Black but James Slaughter has done the work of three jobs and has been underpaid but nobody is talking about that. The previous City Manager was getting \$150,000.00 and the ones before him were stealing and doing everything under the sun but nobody is talking about that either. We don't talk about the things we need to talk about. She told them that if they want to dig ditches to make sure that they dig an extra one because they are going to need it for themselves. She said to talk about who is really running Newburgh and telling them what to do. They are not making these decisions on their own because they are being pushed by the person who is running Newburgh. She said enough is enough and she guaranteed that if certain people plan to run in the next election that they will not get into office. She will do everything in her power to make sure that they don't get into office because she is sick and tired of all of these games that Newburgh officials want to play. When she says that people need to go to Jail, they need to go to Jail and you can mark her words that people are going to start going to Jail after tonight.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Mayor Kennedy said in regard to resolution #108-14 that she believes the policy that we are adopting has to do with incoming grants. We have had so many grants over the years with money coming in so we are putting together a real policy to make sure that the grant money that is coming in is being followed and making sure that they are actually spent. Many of them have to be spent and then we are reimbursed so this will make sure that the reimbursement money comes back to us in a timely manner. Making sure that we get the money and follow it through. In past years we have had grants that were taken away from us because we didn't manage them so this particular policy and the Grants Coordinator they hired will make sure that we are following and tracking the money and putting out results. This is another way in which they are putting policy in place to make sure that we are doing things in a professional way. She is very pleased because we are already applying for and working on grants and getting things done that haven't been done for a long time. To the comment made by Pastor Austin she said that the other side of it is the grants that the City grants out like CDBG money and they will take under advisement the comments that she made but this policy doesn't apply to that.

Councilwoman Angelo thanked Mr. Slaughter for a job well done. At the Work Session on Thursday the discussion was centered on the City Manager choice but there was no indication that this action would be taken tonight and she does not feel that this is in the best interest of the City. Mr. Slaughter took this job on like Mr. Herbek did to save the City and he has been doing a wonderful job. She can never find out the reason why the City Council dismisses a City Manager so she asked what the reason is for dismissing this man because she is really annoyed. He has a good rapport in the community and he is out an about to every function representing the City for public relations. She added that he is the first Black City Manager that we have had in the City of Newburgh which she thinks is an honor. She is really upset tonight because this item just appeared on the Agenda this evening; it was not on the Agenda last Thursday. She told Mr. Slaughter that he has done a very nice job for the City and she knows that her vote is going to be outnumbered but she is not going to support the new candidate that is coming in. We know what we have but we don't know what we are going to get.

Councilwoman Abrams reminded everyone that they had a wonderful day this past weekend when DPW helped the City residents do a massive clean-up throughout the City of Newburgh. She wanted to thank everyone who helped out and gave a special thanks to the girls from the Nora Cronin Presentation Academy up in her neighborhood for doing such a good job. She also wanted to thank everyone involved with the planting of the new trees to celebrate Arbor Day over the weekend. We now

have some new Sugar Maples in the Ann Street Parking Lot, at Clinton Square and on Montgomery Street.

Councilwoman Lee wished to thank Mr. Sparks from the Record for calling her and telling her that this resolution to hire the new City Manager was on the Agenda. Last she heard they had just talked about it and his salary and she feels that they need to add the money for his moving and to pay for his fringe. She said that she is not in support of changing the City Manager but she did notice the people who got up to speak and thank him for his help and say they are glad that he is going back to his position of Director of Planning and Development. She did not hear that from the Council, however. Not a "Thank You", not a "Good Job"; nothing. They are just going to press forward with an agenda and she thinks that they don't feel to some extent that he has to be thanked like that. That he is not worthy of any kind of commendation so she wanted to say thank you and told Mr. Slaughter that as promised she will write a letter of recommendation for him. She is not of the hopefuls that he will go back to his position as Director of Planning and Development because she thinks he will take the skills that he has gotten from this job and move on to make the salary that he is entitled to. She said that she is not going to hold out hope that he is going to stay here and be in the struggle because she doesn't think that the struggle is his and she doesn't feel that the Council has been very supportive. She said that she is going to vote, "No" and that's just the way it is. She doesn't think that he deserves going back to a position with all of his skills and all that he has done under a person who could fire him just because they are having a bad hair day.

Councilwoman Holmes said in response to Ms. Smith's comments that she liked what she brought up about the grants and being that they have just received a grant writer she thinks that this is just the beginning process. Tracking the vehicles is also a very good idea because we have never done that before. She thanked Mr. Slaughter for what he has done but she believes that he belongs in Planning and Development.

Councilwoman Mejia said in regard to resolution #100-14 that it is exciting to declare our intent to be the lead agency for the Zoning process to update our Codes. When you talk to volunteers of the Planning and Zoning Boards this is something that they are very excited about because it will give a lot of clarity to residents who are trying to purchase homes and small business owners who are looking to expand and figuring out where they want to place their business. She is also really excited about the policy that they are declaring for Brown's Pond because it signals to her that they are going to open soon. If you have never visited Brown's Pond, it is a beautiful place and to know that we have that in our backyard is really amazing. As a city kid it is like nature right in your backyard and it is super safe so she thinks that this is a place that is going to get a lot of use. In regard to the grant policy and procedures, this is one of the internal discussions that they have been having and she thinks that this is the right next step to be able to track them. She added that she is also really excited about resolution #112-14 because they have been talking about encouraging the involvement

of city residents on the Boards. These two individuals are going to bring a wealth of knowledge and perspective to the IDA Board which she thinks is definitely needed. The same goes for resolution #113-14 so they want to encourage individuals to volunteer as they have a lot of vacancies and they will be informing everyone where the vacancies are and what the responsibilities will be. In regard to resolution #114-14, she said that she had a brief conversation with Ms. Boyle about this. 288 Grand Street is one of those homes that is in the historic east end of our City. It is such a beautiful key property and someone has made an offer so it will be owner occupied. In regard to Ms. Boyle's questions about our process and procedures, she said that they are trying to fine tune consistency in our disposition of properties so she hopes that through processes like this they will get clearer guidelines. In other municipalities, you pay your back taxes on the property but she doesn't think that we are at that level yet. She said that she will look to the professionals that we have on our staff for their recommendations on guidelines for disposition of properties. They have done a great job already with the Property Committee that they have by reviewing all of the offers and then giving the City Council a package with background information and financials. Lastly, in regard to resolution #115-14, she thanked Mr. Slaughter for his service as Interim City Manager. She noted that she is a little bit confused because from day one she has always viewed this as an Interim City Manager position. When she came on board their first main task was to hire a permanent City Manager and with that her thought has always been to what is right and best for our City.

Mayor Kennedy said that some thoughts have been put out there that she needs to make sure are corrected. In regard to back taxes, there is a difference between a property owner buying back their property because they need to pay their back taxes. If someone is behind on their taxes then they need to make that whole in order to clear that up. They always try to consider the back taxes but some of this property has been sitting for a long time and the taxes are more than what the property is worth by far. The goal is to say what is the value of this property and most times it is not much because it is a mess so you look at all of those factors. We need people in those houses taking care of them so with this particular property she saw a thick folder with three bidders and they practically asked for pints of blood to make sure that they could do this project. A lot of things have to come in to play when you are trying to get people into these houses. In regard to resolution #115-14, she said that she has been committed from day one to following a good professional process in this. When they first appointed James Slaughter as the Interim City Manager, there never was a discussion about it being a permanent Manager. Some people started a campaign in the community to make him permanent City Manager, however in most practices the Interim City Manager is just holding the fort down and keeping things on track while they go through the formal process of finding a permanent Manager. She told Mr. Slaughter that he has kept the train on the track and kept us going so she wanted to say thank you. She intended to say thank you from the get go because she appreciates everything that he has done. It takes a lot to keep going so they appreciate it and they need his help in Planning and Development so they want to move forward with that.

They interviewed and hired him for that position so he is part of the executive and leadership team and they look forward to him continuing in that capacity. She has explained to many people that they went through two different searches with advertising and selection criteria. They didn't find a candidate in the first round so they went through a second round of interviews. She believes that seventy people applied and they selected nine and after interviews with those nine they narrowed it down to two and selected this one. They have worked hard to try to do this as professional and non-biased as they possible could and she looks forward to moving this City forward. As for this not being on the Agenda, it was discussed in Executive Session last Thursday so everyone on the Council knew that they were moving forward with this issue.

There being no further comments this portion of the meeting was closed.

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

100-14

**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 <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
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

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, show numbers of units proposed.																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%; text-align: center;"><u>One Family</u></th> <th style="width: 20%; text-align: center;"><u>Two Family</u></th> <th style="width: 20%; text-align: center;"><u>Three Family</u></th> <th style="width: 20%; text-align: center;"><u>Multiple Family (four or more)</u></th> </tr> </thead> <tbody> <tr> <td>Initial Phase</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>At completion</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>of all phases</td> <td style="border-bottom: 1px solid black;"></td> </tr> </tbody> </table>		<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				
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Initial Phase																				
At completion																				
of all phases																				
g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes,																				
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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?																				
<ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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

Yes No
 Yes No
 If Yes:

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

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- ii. Describe types of new point sources. _____
- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____
 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- ii. In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ 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: _____

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

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: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
If Yes:

- i. Describe the habitat/community (composition, function, and basis for designation): _____
- ii. Source(s) of description or evaluation: _____
- iii. Extent of community/habitat:
 - Currently: _____ acres
 - Following completion of project as proposed: _____ acres
 - Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
If Yes:
i. Nature of the natural landmark: Biological Community Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, 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.

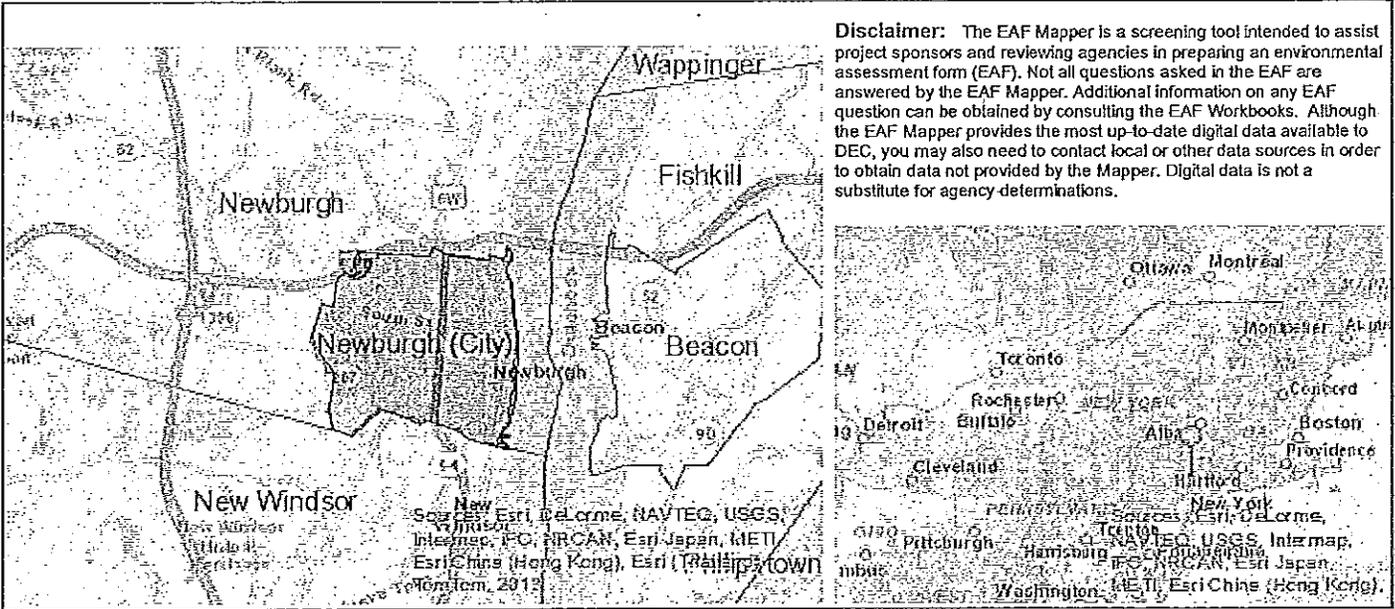
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

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



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.i.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]	Remediaton Sites:336042, Remediaton Sites:336009, Remediaton Sites:336031, Remediaton Sites:B00127, Remediaton Sites:B00136, Remediaton Sites:546031, Remediaton Sites:336063, Remediaton Sites:V00117, Remediaton Sites:B00188, Remediaton Sites:B00189, Remediaton Sites:E336074, Remediaton Sites:E336075, Remediaton Sites:C336085, Remediaton Sites:336085, Remediaton 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: <u>Newburgh Zoning Code Update</u>
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.

I. Impact on Land			
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	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"/>

1. 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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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>				<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"/>		

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>				<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 ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>		
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>		
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>		
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>		
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>		
vi. 43 tons/year or more of methane	D2h	<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 I. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<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"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<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 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"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<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 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.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</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 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 I. 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 I. 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"/>

PRINT FULL FORM

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; and

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".

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy-7

ADOPTED

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.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

102-14

RELEASE OF PART OF PREMISES FROM RECORDED AGREEMENTS

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

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.

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.

Councilwoman Angelo moved and Councilwoman Holmes seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

103-14



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			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
(845) 569-7324					gkurcon@cityofnewburgh-ny.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP2553SF

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>	Minimum Payment <i>(Without Tax)</i>	Minimum Payment Billing Frequency	Advance Payment
60	\$ 110.65	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & 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.

CUSTOMER	Accepted by: RICOH USA, INC.
By: <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i>	By: _____ <i>Authorized Signer Signature</i>
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



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.

1. 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	
Check All That Apply:	
<ul style="list-style-type: none"> ◊ Sales Tax Exempt (Attach Valid Exemption Certificate) ◊ PO Included PO# _____ ◊ Syndication 	<ul style="list-style-type: none"> ◊ Fixed Service Charge ◊ PS Service (Subject to and governed by separate Statement of Work) ◊ IT Service (Subject to and governed by separate Statement of Work)
◊ 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 (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
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		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
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.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

104-14

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 publicly 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.

Councilwoman Angelo noted that they are going to hire twenty-nine students.

Councilwoman Abrams said that it doesn't say anywhere that the kids to be hired must be from the City of Newburgh.

Councilwoman Mejia said that they traditionally focus on the City of Newburgh youth.

Interim City Manager, James Slaughter, said that this is a County program.

Councilwoman Abrams said that she is just hoping that they don't pull a fast one because in the written description it does not say that they have to be City of Newburgh kids.

Corporation Counsel, Michelle Kelson, said that it is a County Program so she doesn't know if we are necessarily permitted to restrict the residency of the participants in the program. It just might be appropriate and practical for the participants to reside in the City of Newburgh to be assigned to jobs in the City of Newburgh and youth from other municipalities to be assigned to other municipalities.

Mayor Kennedy said that the bottom line is that the County is paying for it and we are the recipients and we want the jobs for the City.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

105-14

**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:

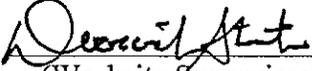
Steven M. Neuhaus
County Executive

(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.  Carthay 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.

Councilwoman Angelo moved and Councilwoman Mejia seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

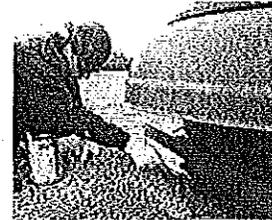
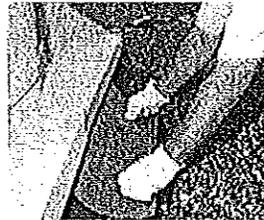
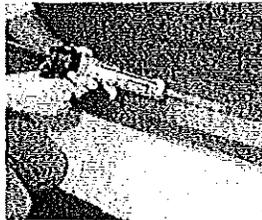
ADOPTED

WTI General Services Proposal

706-14

Proposal Prepared for:

The City of Newburgh



A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • 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 RPM 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/fileshare/terms/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

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

A Subsidiary of Tremco Incorporated

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

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.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

107-14



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

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.

Councilwoman Mejia moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED



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

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.

Councilwoman Abrams said that it seems like Section four on usage is repeated and she asked about personal use such as stopping at the Grocery Store on their way home from work. Should that be spelled out as being forbidden or is it alright to do that since it isn't adding more mileage to the vehicle.

City Comptroller, John Aber, said that on the weekly log that is signed there is a statement on the bottom that says they are certifying that the vehicle is being used for City business only.

Interim City Manager, James Slaughter, said that the vehicle should be used strictly for business use by City employees only.

Councilman Brown said that there has been purchasing of City vehicles that probably shouldn't have been purchased and the Department Heads who made these purchases know what he is talking about. There are some really nice City vehicles purchased by Department Heads that look like personal vehicles and they are not economical to their job. Those issues will be addressed down the line but he also asked if there are permanent City stickers on the sides of these vehicles.

Interim City Manager, James Slaughter, said that there are City stickers that attach to the vehicles until they can be painted. They are decals so they can't just be taken off and put back on. They will make sure that all of the City vehicles that should be marked are marked.

Mayor Kennedy said that this does have a tracking chart for it and she likes the idea of using the GIS because she doesn't want to see a paperwork nightmare happen

with this. She would like to take a look at this after a thirty day period to see what kind of a paper pile is being created and also to discuss the GIS.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

109-14



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

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.

DRAFT

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

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.

Councilwoman Angelo moved and Councilwoman Mejia seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

111-14

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.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

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.

Councilwoman Angelo moved and Councilwoman Mejia seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

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.

Councilwoman Mejia moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

114-14

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.

Councilwoman Abrams moved and Councilwoman Mejia seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy - 5

Nays - Councilwoman Angelo, Councilwoman Lee - 2

ADOPTED

OLD BUSINESS

Councilman Brown said in regard to 117 and 119 Renwick Street that he received the e-mail with the assessed value and he is not sure how they came up with that assessment.

Interim City Manager, James Slaughter, said that he thinks they took the value in terms of a lower sales price and they are trying to set up a meeting with the perspective buyer. He would like to come up with a price agreement that everyone can agree to and bring it to the next Council Meeting so that we can sell this.

Councilman Brown said that the Assessor appraised them at \$10,000.00 each and he is not sure how they came up with that number because that particular Developer has bought similar properties in the same location for a dollar amount of \$3,000.00. He said that he doesn't have a problem with the price but he wants to sell them for what they are worth but at the same time he wants to get them back on the tax rolls.

Interim City Manager, James Slaughter, said that he agrees with Councilman Brown one hundred percent. He thinks that the bottom line is for the City not to keep sitting on these properties so he is attempting to schedule a meeting with the buyer so that they can finalize all of the details.

Councilman Brown asked if they are asking for this particular Developers financial statements.

Interim City Manager, James Slaughter, responded that he is not and that he has created a short form with just the basic information to keep it consistent with the RFQ. The Council had asked for a consistent one page form so he put one together and forwarded it to the Council for review.

Mayor Kennedy said that we sold another property to Mr. Papaleo not too long ago for \$7,500.00 and she thinks that this property is kind of similar.

Councilman Brown said that you are also talking location. He doesn't think that anyone at this table would invest \$10,000.00 in that neighborhood currently. On top of this he is developing our Liberty Street School Project which is a two million dollar project and he is putting tons of people to work in that area as well as stabilizing that neighborhood. These two properties have been talked about for months and he doesn't get why we are trying to hold on to them.

Interim City Manager, James Slaughter, said that we certainly don't want to sit on these properties so that is why he wants to proceed with meeting with the Developer and getting this on the Agenda for May 8th so that we can sell them.

Councilwoman Mejia said that if this a repeat Developer instead of saying that there is no information provided it would be more useful for them to say "repeat" because for her that shows consistency in the packages that they get. Just looking at it the way it is now looks incomplete to her and that was one of the questions she brought up last time.

Interim City Manager, James Slaughter, said that is why he developed the short form which is targeted to the repeat investors so that we get the basic information and not ask for the financials because we already have it.

Councilman Brown said if they could just come up with a value but he doesn't feel that \$10,000.00 is realistic. This Developer is feeling like they don't want to deal with him and he doesn't want to discourage him.

Interim City Manager, James Slaughter, said that he reached out to him today trying to schedule a meeting as quickly as possible because he wants to get this moving.

Councilwoman Holmes asked her fellow Council members if they had a chance to read the Apprenticeship Program yet.

Councilwoman Mejia and Mayor Kennedy said that they have to get their edits back to everyone.

Councilwoman Lee said that she hadn't read it yet but she promised to call her when she does.

There being no further old business to discuss this portion of the meeting was closed.

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Ed Kennedy, City of Newburgh resident and school teacher, said that he runs the Newburgh Rowing Club and this past January he was told that they were going to have to move to be taken over by the Port of Newburgh. They were first told that they would have to be out in March but that has been extended to sometime later this year. They were possibly going to Brown's Pond but now they are going to have trout fishing going on there.

Mayor Kennedy said that they are not incompatible. They can both be there.

Mr. Kennedy doesn't think that it has been planned out for both of them to be there at the same time. He doesn't think that much thought has been given to this whole process and he thinks that maybe a little more input was needed. No bids were awarded for the construction of the Port of Newburgh so why would the City take away a Park that hundreds of people in the City of Newburgh use on a regular basis. People go down there to fish and sit on the benches as well as to watch the fireworks and they don't have any other public places for people to go to. The Cities of Poughkeepsie, Beacon and Kingston have miles of places for people to go to but of all of the cities on the Hudson River the City of Newburgh has the least amount of public places for the community to go to. He feels that it is a bad idea for them to give away there last bit of public property.

Mayor Kennedy said that they would be glad to meet with him to discuss this matter. She has a resolution with some language that will protect them. She hasn't had a chance to speak to Corporation Council yet but they are working to make sure that they are taken care of.

Ramona Monteverde, Bayview Terrace, thanked Councilwoman Holmes, Councilwoman Mejia, Councilwoman Abrams and Mayor Kennedy for coming out on Saturday to help with the Annual Cleanup. This was our fourth Annual Community Cleanup and we had over two hundred volunteers this year. They filled up seven thirty yard dumpsters in a couple of hours and she would like the Council to consider bringing back bulk pick up so that someday we don't have to have this Annual Community Cleanup. She added that today she was out on the Bluff with a neighbor who asked her to come over to help cut down some small trees. They cut them down and pulled out a few mattresses and wonder how they can get that cleaned up.

A resident of 544 South Street said that his family has lived there for about ten years and the water meter was changed in 2007. They have now received a letter stating that the water meter wasn't reading the water and have been billed \$3,000.00. They

weren't aware that this was occurring and they have been paying all of the water bills that were issued.

Mayor Kennedy said that this sounds like they need to sit down with the water bills to see what has actually happened so she told him to make an appointment with the City Manager to discuss it.

Chris Knasiak, 224 Carpenter Ave., said that she is here on behalf of the Workforce Development Institute and the United Way to announce a training program for City of Newburgh residents for work readiness credentials. The program will start on June 17th and will be forty hours long so anyone you know who might benefit from such a program they can call her at 476-0103. This is to help people get a job, retain a job and improve their professional development skills.

Barbara Smith, City of Newburgh, said that she is confused on an answer that was given with regard to a question asked by Ms. Boyle. When a property is In-Rem and it is abandoned by the former owner, the City is now the owner and the City sells that piece of property why would the old owner have anything to do with the taxation payback?

Mayor Kennedy said that they don't.

Ms. Smith said that she is looking at all of the potential In-Rem properties listed in the paper and if they decide to pay do we give them a break on the amount of back taxes due or do we insist on the amount that they are responsible for?

Corey Allen, N. Montgomery Street, said that the last time he was here he addressed the Council about a Work Shop they held and have since made it into a not-for-profit organization called Money Matters. They are trying to help people increase their awareness about finances. He read an article about a Casino possibly coming to the area and commended everyone on the Council for trying and if the article is true about some organizations stepping in between this happening then he apologizes on behalf of them because they don't know what that Casino could have done for Newburgh. He commended every one of the Council members who were on board for Newburgh to have jobs and to help improve everyone's situation.

Janet Gianopoulos, City of Newburgh said that she appreciated the comments made about the use of City Vehicles that the taxpayers pay to be used and the notion she heard is that they should be used for transit only and not for personal use. She still feels that this needs to be worked on because she sees in the language regarding the City Manager that he will be entitled to exclusive use of a vehicle for both business and personal use subject to the City Vehicle Usage Policy. In regard to the In-Rem list, we are paying money to advertise things from 2012 and she believes that some of them have already been resolved so she asked that this be looked into.

Lilliam Harris, Hasbrouck Street, said that spring is here and the children are already in the Park on Hasbrouck Street. They didn't do very much with it last year but this year she expects to see it cleaned up for the children. It is the only Park in the City that has swings and there are children coming from all over just for the swings. There were recently gunshots on Hasbrouck Street right near the Park in broad daylight and they can't have that there with the Park. That same night they heard about five gunshots again so she asked if that could be looked into and try to stop this before summer gets here.

Lillie Howard, City of Newburgh, asked if the City has a Community Benefits Agreement in place so that whatever development that occurs in Newburgh the people will benefit from it via jobs.

Councilwoman Lee responded with a, "no".

Ms. Howard said taking into consideration all of the upcoming developments that will be going on in the City of Newburgh this is something that has been implemented throughout the Country since 2006. Back in 2006 people came before the City Council requesting a Community Benefits Agreement be put in place so that whatever development comes to the City of Newburgh people will be assured of being able to get those jobs. She thinks it is sad that they have not taken this into consideration with all of the development that is going on.

Councilwoman Holmes said that they are working on the Apprenticeship Program which they were talking about earlier.

Ms. Howard said that apprenticeship and a Community Benefits Agreement is two different things and it saddens her that a local City government is not familiar with it or aware of it.

Brenda McPhail, City of Newburgh, said that at the Work Session the DA was there talking about Community Prosecution with all of the drug busts that have been going on recently. We know who has been going to Jail behind those drugs busts; the little boys and girls trying to help their mothers because they are single mothers with no money. She told everyone to wake up because these folks just want to see you behind bars. We have to stop coming down here to ask people to do things for us and start doing for ourselves. When we learn how to get together and work together we can take over Newburgh so we won't have to come here to ask the Council for nothing. We talked about process tonight and she wants to talk about the process of the appointment of the City Manager. According to the City Charter a Committee must be appointed. One was appointed and they came to a unanimous agreement that James Slaughter should be the City Manager but because certain people don't feel that James Slaughter is qualified they took it amongst themselves to continue the search so they

didn't follow the City Charter. We talk about process and doing things right but they were supposed to appoint another Committee. They can't say that it was biased or racist because there was one black and two whites so this is why we get what we get. What is done in the dark shall come to the light and there is someone here who is going to clean house and that is God. He is going to clean up the City of Newburgh inside City Hall and all over Newburgh because corruption is corruption.

There being no one else wishing to speak this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL

Councilwoman Abrams thanked everyone for coming tonight. She added that she wanted to sincerely thank James Slaughter for stepping up when they were in crisis and taking on a tough job for the Council. She also wanted to welcome Michael Ciaravino and thanks again to James Slaughter.

Councilwoman Angelo said that there was an article on the Internet criticizing that she brings up the Parade at the Council meetings. The Parade is for the Veterans and she has been working on it since January. It is moving along good now but they need a few more participants. On Thursday evening they had a session with the Code Compliance people at the Elks Club and it was very good. She thanked the Code Compliance Department for attending as it was part of the Citizens Advisory. She thanked everyone for coming.

Councilman Brown said in regard to the new City Manager that this Council had an opportunity to make a decision and there were a lot of people who stepped up to the microphone speaking about the selection and who it should be. He played a big part in appointing Mr. Slaughter to be Interim City Manager but at no point or time, in his mind, did he think that he would be the permanent City Manager. He thought that he was the best choice to hold that job until they found the right candidate for that position and he still feels that way. He did an excellent job in that time period and he wants to thank him for that but he wants the City residents to understand that they are trying to build a team here. In order to build a team you have to have the right person in place and they just voted on who they believe is the right person. He wants the people who are not sure about their selection to give this City Manager an opportunity to prove himself. He thinks that at the end of this first year everyone will be happy with their selection. He is a smart guy, he knows city government and he knows inner City issues. He cares about turning this City around which is what he thinks they lost in the last City Manager. His concern wasn't about turning this City around in fact he was adding to the plight of this City so give this guy an opportunity to prove himself. He believes that the new City Manager is going to change this City for the better.

Councilwoman Holmes asked Corporation Counsel, Michelle Kelson, to please answer Barbara Smith's question in short so that she doesn't feel it wasn't answered.

Corporation Counsel, Michelle Kelson, said that this relates back to delinquent taxes and City owned properties. The City is able, under State Law, to foreclose on delinquent tax liens on real property located within the City of Newburgh. There is a State process for that which is in the Real Property Tax Law and we are obligated to

follow those policies and procedures. That is why we have to publish in the newspapers and we cannot alter the list. This is an opportunity to redeem tax liens and when someone comes in to redeem them it means that they have to pay the full amount due and owing to the City of Newburgh. They must pay their current taxes due first and then they can redeem any delinquent taxes. Under the Real Property Tax Law you cannot be in perpetual arrears to any municipality. If after the completion of a tax foreclosure process there is an owner who for whatever reason didn't redeem their property and they determine that they have lost title to the property and they want to repurchase it back from the City it is not an Administrative decision; it is a City Council decision. The City Council can consider those requests but only if those requesting pay the City one hundred percent of the taxes due and owing to the City. After the repurchase is complete that person is back in the place they would be as if they had paid the taxes in a timely manner up to the current point of the repurchase. For properties that the City has also acquired whether by tax foreclosure or any other means, the City has the legal ability to sell those properties to third parties by a number of different methods. They can sell them at public auction. They can sell them by other competitive sale and they can sell them at private sale to individual purchasers. Whether or not the City collects the delinquent taxes on those properties depends on a number of factors which she thinks a number of the Council members have pointed out. It depends on how long the City has held the property; whether collecting the back taxes is equal or greater than the value of the property at the time of sale but they are not required to put the burden of somebody else's tax debt on a third party. She thinks that is the distinction that is not being understood. When the sale goes to a third party there is no obligation to pay the city for a debt that that third party did not incur. Whether the City chooses to try to recoup some of that tax debt in the purchase price that is usually set forth in the Terms of Sale which are attached to every resolution by which the City Council sells a property. If it is by public auction, the Terms of Sale are attached to the list of properties that are being sold at auction. If it is an individual sale, the Terms of Sale are attached to the resolution authorizing the disposition of the property. She hopes that answer the question. If it does not she told Ms. Smith that she could see her after the meeting or stop by or call her office and she will be happy to explain it in more detail.

Councilwoman Holmes thanked her Church, Best Temple, for helping with the cleanup on Saturday which was a very interesting day. She told Ms. Howard that she will look up the Community Benefits Agreement and she thanked her for educating her on that. She thanked Mr. Slaughter for what he has done and she thinks that he will do a great job in Planning and Development. She feels that she has made the correct choice with the City Manager so if anyone is going to go to Jail she thinks that he will be the one put there. He has a lot of law and municipality experience and he owns his own law firm so she believes that they have made the right choice. This is somebody who is not attached to anyone here and she feels that as a Council and as a team they have made the right choice. She again thanked Mr. Slaughter for

everything that he has done as an Interim City Manager and she thanked everyone for coming out tonight.

Councilwoman Lee told Ms. Howard that she has a Community Benefits Agreement that she tried to work through with a couple of the initiatives such as the Port of Newburgh and the Casino. It is on the table and it will be on the table around specific projects. She wished that the Saratoga Gaming Committee had come to her because she has some ideas about how to view Newburgh as the first choice. She doesn't remember the name of the other Gaming Commission that came to us but she thinks that there was a misquote in the Mid-Hudson Times. She knows that NCAC did not ask them for money and she agrees one hundred percent with Michael Sussman because there was never a question of what NCAC should be getting. The problem with the City's property is that it needs to be cleaned up. In order for someone to use that property, they would have to clean it up. There are a lot of small details involved so it was not the shakedown that was described in the newspaper. More importantly they have to stop playing the dirty, low down, spiteful cards because other people read that and see us as a city who is never going to have anything. When we start asking for a Community Benefits Agreement, they say why when they don't even know if they want to come to our City because everyone wants a kickback or it's a shakedown. Those things didn't happen with NCAC and the way we need to start looking at our City is as a rich place full of life and ready for development. That is the only way that people are going to want to come here and develop anything. They have talked about parking and there are a lot of ideas as to whether it will work or not but the idea is to bring in revenue. It wasn't an initiative that she came up with but it is one that she supported because this City does need money. She was at a meeting and someone from the County got angry because we were going to charge them for parking and said, *"I think it's unfair"*. She told her that the taxpayers need some kind of relief and the response was, *"I don't care what they need. I don't think I should have to pay as a County employee to park in the City of Newburgh"*. The woman told her that she shouldn't have voted for that because it's enough that they are coming to work in the City of Newburgh. She thought to herself that it's not enough and if the woman doesn't like it then she can quit. It is really how we market and say things about the City. Her comment was, *"Well, the County has purchased property here and is donating it to the College so that is going to be more property off of the tax rolls"*. This woman's response to her was the most disgusting thing that she had heard. She said, *"The County should buy all of your property and you should just dissolve"*. She looked at her and said, *"You mean just like Detroit?"* It is time to move this City forward and make some positive changes. Stop with the lies and innuendos and make things happen here. We need a Community Benefits Agreement because there are a number of problems with not having one. There are also problems with not having an Apprenticeship Program and the way that we are doing business. These are problems that they have to resolve and they are not going to resolve them if they keep making these crazy hostile comments about different groups of people and then giving them the right to sue. You might as well just cut them a check. All she is saying is that it is

time that this stops. When you go to the newspaper and make comments about an organization and then say that they are appalled by them that is an outrage. They have no proof so it should have never made it in the paper and there should have been some proof before the newspaper printed it. She thinks that the reason we don't have the Port of Newburgh and the Gaming Commission is because nobody takes us seriously. She thanked everyone for coming out tonight.

Councilwoman Mejia said that they have had discussions about paving our streets and that it was a strong discussion at their Ward meeting earlier this month so she will be looking forward to giving updates on what that schedule looks like. In listening to Councilwoman Lee's comments about organizations she agrees and thinks that they have to start to have an assessment of not rewarding bad behavior from organizations that have not performed. She has been asked about the status of the properties that are completely boarded up so she would like to get some clarity about them and what their status is. To her it is another example of how organizations that come into our City treat us and she thinks we have to be able to discuss them as openly as possible and when it is needed they have to call each other out. In regard to the Community Benefits Agreement it is completely important and the Apprenticeship Program that they have been discussing she thinks is a first good step in how we implement a Community Benefits Agreement. By demonstrating to developers that come in that we have a workforce here with City of Newburgh residents who are able and willing to work. In regard to the Rowing Club, she feels that the City is committed to them and there is an agreement that we have with them. It is like a ninety-nine year lease agreement so she thinks that they have to figure out what is best for the members of the Rowing Club. Where do they want to be and is that the right place for them? She commended Coach Kennedy for wanting to have a discussion with the entire Board. She doesn't want to go down the path of having to have discussions about we are on this path of white, black, red or brown because throughout this whole thing the majority of the population of the City of Newburgh gets mentioned not one bit. She doesn't want to have to start having those discussions because it is a race to nowhere. We are one community, we are one Newburgh and we are working to make ourselves stronger.

Mayor Kennedy said to reiterate the Training Program mentioned by Chris Knasiak it will be on June 17th and it is an opportunity for anyone who is struggling to get a job, update some skills or perhaps needs help with a resume'. In regard to the Rowing Club, she said that she has some information and she knows that they want to do something to protect them. There is not going to be any movement of the Rowing Club until they know that they have another place to go and the funds to do that are included in any project. The Rowing Club is a part of this City and we have an agreement with them as Councilwoman Mejia said. She noted that they had a wonderful team on Saturday and they filled seven thirty ton dumpsters of trash which is now out of this City. They have to discuss some type of bulk pickup on a regular basis because it's needed so they have to figure that out. In regard to the shooting in

the area of the Park, she noted that they have had an increase of shootings in the City with young people so they have to work on that. This is not just happening in the City of Newburgh it's across this Country. People keep talking about corruption in this City and yes there was corruption that happened. They have a City Council right now committed to trying to put processes in place and checks and balances addressing the things that used to happen. In our Finance Department, we have some of the best tracking going on that we have ever had. We had \$30,000.00 worth of stuff disappear here a couple of years ago out of one of our departments just because we didn't have asset tracking. So things are being put into place so that doesn't happen again and the Department Heads are responsible for equipment. Things are going on here that haven't happened for a long time. She wants everyone to understand that there have been a lot of problems and they acknowledge that but right now they have a City Council that is very committed. People make accusations with no proof of what is really going on except what someone else is feeding them. This City has some of the most fantastic people in it and they have businesses that are excited about coming here to invest. It is time to move this City forward and it's time to stop fighting. In contrary to what some are saying, it's time to tell the truth. She said that she did go to the paper about NCAC. We have at least eight properties that NCAC took and they did not finish one of them. They have not been able to pay their employees or their contractors and they have been decertified by the State. Why would anyone want to co-develop with them? Why would any Gaming Commission or any other business want to co-develop with an organization that hasn't demonstrated that they can develop one property in this City? She is not saying anything out of context. They want to meet with us but we are not interested in co-developing with an organization that has not demonstrated credibility. In the past, when they started, they were very credible and did some wonderful things in this City. They did some tremendous things and were a help to many, many people. She noted that she is not making a statement about an organization as it was once set up but something happened about fifteen years ago when things started to fall apart. All she can say is that today at this time a Gaming Commission did not choose to work with this organization and they pulled out. We were right at the point of a Land Options Agreement and they pulled out. She is not saying one thing here tonight that she hasn't been told directly. When people stand up and make accusations about this it simply is not true. She has nothing to gain by making this statement. In regard to the Community Benefits Agreement, she said that they were already starting the conversation about having one with this Casino. An agreement is between the City and somebody else so you can't have a Community Benefits Agreement without an organization. You can have a template for an agreement but you don't just have an agreement unless it's with some organization. They will have to work on a template for such an agreement and then when an organization comes to us to work in the City we can use that template to negotiate with them. She added that she looks forward to working with the new City Manager. He has lots of great ideas to move this City forward so like Councilman Brown said earlier, give the man a chance. They are excited about moving this City forward and she believes that is exactly what they are doing. She thanked everyone for coming.

There being no further business to come before the Council, the meeting adjourned at 9:30 P.M.

LORENE VITEK
CITY CLERK