1. Agendas

   Documents:

      4-18-13_WORK_SESSION_AGENDA_PT._1.PDF
      4-18-13_WORK_SESSION_AGENDA_PT._2.PDF

City of Newburgh Council Work Session

5:00 pm

April 18, 2013

AGENDA

1. Executive Session:

   a. Matters pertaining to the employment of a particular individual

2. Review of Tentative Agenda for Monday night:

   a. Approval of the minutes of the City Council meeting of April 8, 2013
   b. Approval of the minutes of the Work Session of April 4, 2013
   c. Departmental Reports
   d. Matters of Litigation
   e. A public hearing will be held regarding the Mid-Broadway site SEQRA

3. Economic and Community Development/Real Estate:

   a. (Res. 81) Workforce Development Institute
   b. Commercial Builders Summit will be on May 9
   c. Discussion regarding the request to release the restrictive covenants to 1 Edward Street

4. Finance:

   a. Monthly cash report
   b. (Res. 82) Agreement with Hess Corp. through the Municipal Electric and Gas Alliance for a two-year term at a fixed rate.
   c. (Res. 83) Amendment to the 2013 Budget to transfer $1,004,000.00 from Fund Balance to Capital Fund for the purpose of purchasing vehicles (BAN).
   d. (Res. 84 Agreement with International Data Base Corp. to provide web-based solicitation and bidding services.

5. Grants/Contracts:

   a. (Res. 85) Precision Pipeline Solutions request for a license agreement to allow access onto City-owned property for the purpose of storage of equipment during the 2013 construction season.
   b. (Res. 86) Kiska Construction request for a license agreement to allow access onto City-owned property for the purpose of storage of equipment related to the repair of the Route 9W Bridge.

c. (Res. 87) Authorization to enter into agreements with various parties to provide performing artists and related services in connection with the Newburgh Illuminated Festival.

6. Discussion:

a. (Res. 88) Resolution to oppose the proposed merger of CH Energy Group, Inc. with Fortis, Inc.
b. Vacant Building Registry and Rental Property Licensing
c. Code officer dedicated to Broadway
d. Environmental review of amended easement in connection with the City of Newburgh v. Mark Sarna, Sarna Enterprises, Inc., New Windsor Development Co., LLC and Drainage District No. 6, Mt. Airy Estates (the Reserve), Town of New Windsor, New York settlement
e. Councilman Brown Request: Resolution to amend the 2013 budget and payroll book to adjust the salaries of Mike Vatter and Craig Marti retroactive to Jan. 1, 2013.
f. Councilman Brown Request: A resolution amending the City Manager authority to give pay raises and grade increases when it come to non- bargaining employees.
g. Councilman Brown Request: Revisit the Mayors best practice resolution

7. Executive Session:

a. Pending Litigation

City Clerk Monthly Report
March 01, 2013 - March 31, 2013

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	31	542.50
	Vet Fees	Vet Fees	1	35.00
			Sub-Total:	$577.50
1550	Bordatella Booster	Bordatella Booster	1	38.00
			Sub-Total:	$38.00
2590	Recycling License	Junkyard License	2	500.00
			Sub-Total:	$500.00
A1255	Conservation	Conservation	9	27.76
			Sub-Total:	$27.76
A12550003	Misc. Fees	Certified Copies - Marriage	31	310.00
			Sub-Total:	$310.00
A12550008	Misc. Fees	Copies	202	50.50
			Sub-Total:	$50.50
A12550012	Thumbprint Fee	Thumbprint Fee	1	5.00
		Thumbrpint Fee	3	15.00
			Sub-Total:	$20.00
A1550	Public Pound	Public Pound	1	10.00
			Sub-Total:	$10.00
A15500004	Dog Redemption	Redemptions	1	35.00
			Sub-Total:	$35.00
A15500010	Vet Bill (rabies)	Vet Bill (Rabies)	1	28.00
			Sub-Total:	$28.00
A25010001	Liquor Tax	Liquor Tax	1	224.00
			Sub-Total:	$224.00
A2544	Dog Licensing	Female, Spayed	11	82.50
		Female, Unspayed	4	50.00
		Male, Neutered	8	60.00
		Male, Unneutered	4	50.00
			Sub-Total:	$242.50
A25900019	Taxi Application Fee	Taxi Application Fee	3	300.00
			Sub-Total:	$300.00
A25900020	Taxi Drivers License	Taxi Drivers License	1	100.00
			Sub-Total:	$100.00

City Clerk Monthly Report
March 01, 2013 - March 31, 2013

Account#	Account Description	Fee Description	Qty	Local Share
		Total Local Shares Remitted:		$2,463.26

Amount paid to: NYS Ag. & Markets for spay/neuter program 43.00
Amount paid to: NYS Environmental Conservation 475.24
Amount paid to: State Health Dept. For Marr. Licenses 697.50

Total State, County & Local Revenues: $3,679.00

Total Non-Local Revenues: $1,215.74

City Clerk

4/2/13
Date

CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

APRIL 2, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: REGISTRAR OF VITAL STATISTICS

I RESPECTFULLY REPORT THAT THERE HAS BEEN RECEIVED IN THE OFFICE OF VITAL STATISTICS DURING THE MONTH OF MARCH 2013 THE SUM OF $6,934.00 AS FOLLOWS:

250 CERTIFIED COPIES OF BIRTH CERTIFICATES	$2,500.00
443 CERTIFIED COPIES OF DEATH CERTIFICATES	$4,434.00
TOTAL	$6,934.00

IN ADDITION:

253 BIRTHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

182 DEATHS HAVE BEEN FILED IN THIS OFFICE TO DATE,

Lorene Vitek

LORENE VITEK

PERSONNEL REPORT
CIVIL SERVICE COMMISSION
MARCH/APRIL 2013

ENGINEERING:	Jason Morris 11 Van Dam Road Hyde Park, NY	Asst. City Engineer Appointed Provisional 4/19/13 $61,472
PARKING TRIBUNAL:	Keith Douglas 1271 Albany Post Road Croton on Hudson, NY	Director of Parking Violations Appointed Provisional 4/8/13 $61,472
POLICE:	Joseph Lee 600 South Street Newburgh, NY	P/T Prisoner Attendant Deceased 3/31/13 $20.00/hr.
FIRE:	David Acker 25 Ridge Avenue Walden, NY	Fire Lieutenant Service Retirement 3/28/13 $68,046
DPW:	Joecephous Smith 12 Bush Avenue Newburgh, NY	From Sanitation Worker to Permanent Laborer 3/29/13 $38,748
	Kenyon Nolcox 241 Third Street Newburgh, NY	From Temp CDBG Laborer to Permanent Sanitation Worker 3/29/13 $38,748
	Sharrieff Anderson 56 Bay View Terrace Newburgh, NY	From Temp CDBG Laborer to Permanent Laborer 3/29/13 $38,748
PLANNING & DEVELOPMENT:	Acacia Bellamy 80 Prospect Street Newburgh, NY	Intern End of term 3/29/13 $10/hr.

CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lisette Acosta-Ramirez, Deputy City Clerk

RE: Notice of Claim:
Deborah Perez vs. City of Newburgh

DATE: April 09, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on this date.

Attachment

Cc City Manager
Mayor & Council

Blumberg's Law Products T 1183— Notice of Claim against a Public Authority Pursuant to §50 General Municipal Law : Not for use in the Court of Claims : 6-81

BlumbergExcelsior, Inc., PUBLISHER, NYC 10013

In the Matter of the Claim of

RECEIVED
APR 09 2013
CITY CLERK

TO:

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. *The name and post-office address of each claimant and claimant's attorney is:*

Deborah Perez (845) 926-0463
P.O. Box 10004
Newburgh, NY 12550

2. *The nature of the claim:*

Car was parked and overgrown tree branch Fell on my car breaking back windshield and damaging my speakers. Seeking payment.

3. *The time when, the place where and the manner in which the claim arose:*

9.18.12 at about 1:00pm, at 132 Dubois st. in Newburgh, NY 12550. Car Parked and Overgrown branch Fell on car.

4. *The items of damage or injuries claimed are (do not state dollar amounts)*

Back Windshield and back speakers, of my 1998 Honda Accord Coupe.

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated:

Deborah Perez

The name signed must be printed beneath

Debbie Perez Pro Se

Attorney(s) for Claimant(s)
Office and Post Office Address, Telephone Number

The name signed must be printed beneath

INDIVIDUAL VERIFICATION

State of New York, County of Orange *ss.:*

Deborah Perez *being duly sworn, deposes and says that deponent is the claimant in the within action; that* She *has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.*

Kathryn E Moloney

Sworn to before me, this 5th *day of* April, 2013

KATHRYN E. MOLONEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO61184624
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES NOVEMBER 15, 20 16

CORPORATE VERIFICATION

State of New York, County of *ss.:*

being duly sworn, deposes and says that deponent is the of corporate claimant named in the within action; that deponent has read the foregoing Notice of Claim and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because said claimant is a corporation, and deponent an officer thereof, to wit its

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

Sworn to before me, this day of

In the Matter of the Claim of

Notice of Claim Against

Attorney(s) for Claimant(s)
Office and Post Office Address

Windshields To Go USA Inc.

From: **orders@windshieldstogo.com**
Sent: Wed 9/26/12 11:00 AM
To: deborahperez@live.com

Thank you for your order!
You can now view the status of your order online at any time. You can also send us a question or comment about your order.
http://www.windshieldstogo.com/status/
You will be granted access by entering your Order Number and Customer Key.
Your Order Number is: **55548**
Your Customer Key is: **5683**

Windshields To Go USA Inc.
Corporate Office
960 Tulare Street
Pismo Beach, CA 93449
Toll-Free: (800) 549-4470

Order # 55548

Customer Information
Name: Debra Perez
Address: 128 Dubois St
Newburgh , NY 12550
Company:
Phone: 845-926-0463 / 845-464-4015
Fax:
Cross Street:
Requested Date: September 21 2012
Requested Time: 1 to 5

Billing Information
Name: Debra Perez
Address: 128 Dubois St
Newburgh , NY 12550
Email: debraperez@live.com
Company:
Phone: 845-926-0463 / 845-464-4015
Payment: Visa
Expires: 6/2015

Order Summary

Year:	1998	**Model:**	Accord
Make:	Honda	**Style:**	2 Door Coupe
		Part:	ns:bd45c815
Installed:	Yes	**NAGS® #:**	FB20358
Hardware:	N/A	**Molding Part:**	
Quantity:	1	**Details:**	GTN

Subtotal: $246.87
Shipping: $0.00
Total: $246.87 (includes any discounts)

Comments:

I HEREBY AUTHORIZE the above repair work to be done along with the necessary material.
SIGNATURE________________ VIN____________ LIC______ Miles______

CONDITION OF SALE: I authorize my insurance company to pay the company named above. I authorize the above named company to endorse my signature on any insurance checks or drafts issued for glass replacement. A FINANCE CHARGE of 1.5% per month or 18% annual may be added to all past-due accounts. If collection is made, by suit or otherwise, I agree to pay interest at the above rate until the amount due is paid; also collection costs including reasonable attorney's fees, legal and administrative expenses.

CUSTOMER SIGNATURE: ____________________________________

Our Guarantee:

Your order will be processed and scheduled for the date and time you have requested, if for any reason we can not meet your request, a customer service representative will contact you. Please note that if you have placed your order over a weekend, we will not be able to process your order until the following Monday.

We guarantee our auto glass against any manufacturer defect and the installation for as long as you own your vehicle. (Pre-existing rust or body damage voids this guarantee)

CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim:
Eleonora Yudovich vs. City of Newburgh

DATE: April 9, 2013

Please find attached Notice of Claim regarding the above, which was received in our office via Certified Mail on this date.

Attachment

Cc City Manager ✓
Mayor & Council

In the Matter of the Claim of

ELEONORA YUDOVICH,

Claimant,

-against-

the CITY OF NEWBURGH, a Municipal Corporation of the State of New York located in Orange County, New York,

Defendant.

NOTICE OF CLAIM

RECEIVED
APR 09 2013
CITY CLERK

PLEASE TAKE NOTICE THAT the undersigned Claimant, pursuant to Section 50-e of the General Municipal Law of the State of New York, to the extent required thereby, if any, hereby makes claim against the CITY OF NEWBURGH, orange County, New York, and in support of such claim , states the following:

1. Claimant: ELEONORA YUDOVICH, residing at 702 Suffern Road, Teaneck, New Jersey 07666.

2. Claimant's attorneys: Jacobowitz and Gubits, LLP, 158 Orange Avenue, P. O. Box 367, Walden, New York 12586.

3. This claim is against the City of Newburgh for property damage, trespass, negligence, public nuisance, private nuisance, loss of use and value of property and related claims, and governmental taking of property and property rights. The claim arose on or about January 9, 2013. The City of Newburgh and City Council of the City of Newburgh authorized, directed and/or permitted the demolition of an abandoned building adjoining Claimant's property, which demolition resulted in a crater on the adjoining lot causing instability and cracks in the foundation of Claimant's house, and generation of debris falling onto the roof of Claimant's house which lead to damage to the roof resulting in the discovery of leaks from the roof and within the walls. The demolition resulted in damage to Claimant's property and the loss of tenants, loss of revenue and the security, safety, use and enjoyment and value of the property. Claimant has suffered significant damages in an amount to be determined.

4. The property affected by the aforesaid tortious conduct is located on 157 Grand Street in the City of Newburgh, Orange County, and is shown on the Tax Map of the City of Newburgh as

S/B/L 18-6-17.

WHEREFORE, ELEONORA YUDOVICH, respectfully requests that this claim be allowed by the CITY OF NEWBURGH.

Dated: Walden, New York
April 8, 2013

El. Yudovich
ELEONORA YUDOVICH
By her Attorney in Fact MASHA YUDOVICH

M. A. Yudovich
MASHA YUDOVICH

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

I, MASHA YUDOVICH, Attorney in Fact for ELEONORA YUDOVICH, being duly sworn, says: I have read the annexed Notice of Claim, know the contents thereof and the same are true to my knowledge.

M. A. Yudovich
MASHA YUDOVICH

Sworn to before me this
8th day of April, 2013

Sally A. Christian
Notary Public - State of New York

SALLY A. CHRISTIAN
Notary Public, State of New York
No. 4890610
Qualified in Ulster County
Commission Expires May 4, 2015

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GENERAL POWER OF ATTORNEY

KNOW EVERYONE BY THESE PRESENTS, which are intended to constitute a Durable General Power of Attorney, **THAT I, Eleanora Yudovich**, having an address at 702 Suffern Road, Teaneck, NJ 07666, hereby make, constitute and appoint **Masha Alexandra Yudovich**, having an address at 702 Suffern Road, Teaneck, NJ 07666, as my attorney-in-fact TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent:

(a) to ask, demand, sue for, recover and receive all manner of goods, chattels, debts, rents, interest, sums of money and demands whatsoever, due or to become due, that are thought to be owing, belonging or payable to me in my own right or otherwise, and to execute, acknowledge and deliver acquittances, receipts, releases, satisfactions or other discharges for the same;

(b) to sell, transfer, exchange, convert, abandon, or otherwise dispose of, or grant options with respect to, real and personal property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate;

(c) to buy, sell, exchange, invest and reinvest in common or preferred stocks, bonds, commodities, options, limited liability companies, investment trusts, mutual funds, regulated investment companies and other types of securities and financial instruments, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversity of investments; to demand, receive and obtain any money or other things of value to which I am or may become or may claim to be entitled in connection with any stocks, bonds or other financial instruments; to cause securities or other property to be held or registered in the name of a nominee or nominees or unregistered or in any other form; to vote in person at meetings of stock or security holders and adjournments thereof, to enter into voting trusts, and to vote by general or limited proxy with respect to any stock or securities;

(d) to make, execute, endorse, accept and deliver in my name or in the name of my attorney-in-fact all checks, notes, drafts, warrants, securities, stock certificates, certificates of deposit, bonds, acknowledgments, and any other agreements, certificates or instruments of any nature, as my attorney-in-fact may deem necessary or appropriate;

(e) to deposit and withdraw any sums to or from any bank, savings or similar account maintained by me alone or jointly; to open, continue, modify or terminate any account or banking arrangement in my name or jointly with others; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor from my assets; to pay, renew or extend the time of payment of any note given by me or on my behalf; to prepare financial statements concerning my assets and liabilities or income and expenses, and deliver them to financial institutions; to receive statements, notices and other documents from financial institutions; to open or cause to be opened any safe deposit box in my name and to examine and remove any or all of the contents of such box; and to conduct such other banking transactions as set forth in Section 2 of P.L. 1991, c.95 (C.46:2B-10 et seq.) as my attorney-in-fact may deem necessary or appropriate;

(f) to take possession of, recover, obtain and hold any tangible personal property belonging to me or to which I may be entitled, and to receive and take for me and in my name any rents, issues and profits of any such property; to purchase, invest in, reinvest in, accept as a gift, sell, exchange, lease, grant options upon, assign, transfer, abandon, pledge, encumber or otherwise dispose of any personal property of any nature and wherever situate; to store property for hire or on a gratuitous bailment; to make repairs and alterations; and to execute, acknowledge and deliver all contracts, leases, notes, security agreements, guarantees, bills of sale, assignments, extensions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any personal property, as my attorney-in-fact may deem necessary or appropriate;

(g) to possess, recover, manage, hold, control, develop, subdivide, partition, mortgage, lease or otherwise deal with any real property belonging to me or to which I may be entitled; to purchase, invest in, reinvest in, accept as a gift, sell, exchange, lease, sublease, grant options upon, convey with or without covenants, quitclaim, assign, transfer, abandon, encumber or otherwise dispose of any real property of any nature and wherever situate; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor by mortgage or pledge of any property; to satisfy, discharge, release or extend the term of any mortgage; to apply for zoning, rezoning or other governmental permits; to make repairs, replacements and improvements, structural or otherwise; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to abandon property if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to permit property to be lost by tax sale, foreclosure or other proceeding or to convey property for a nominal consideration or without consideration; and to execute, acknowledge and deliver all contracts, deeds, leases, mortgages, notes, security agreements, guarantees, transfers to trusts, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting any real property, as my attorney-in-fact may deem necessary or appropriate;

(h) to commence any actions or proceedings for the recovery of any real or personal property or for any other purpose; to appear in, answer and defend any actions or proceedings commenced against me; and to prosecute, maintain, appeal, discontinue, compromise, arbitrate, mediate, settle and adjust all actions, proceedings, accounts, dues and demands that now or hereafter may exist, as my attorney-in-fact may deem necessary or appropriate;

(i) to create, amend or terminate one or more trusts, partnerships, corporations, limited liability companies, co-tenancies or any other form of ownership or entity for the purpose of dealing with any property or property interest of any nature that I may have or hereafter acquire, under such terms and with such provisions as my attorney-in-fact may deem necessary or appropriate; to transfer any or all property in which I have an interest into any trusts, partnerships, corporations, limited liability companies, co-tenancies or other entities, whether created by me or my attorney-in-fact or otherwise (and, in this regard, that my attorney-in-fact may be a remainderman, partner, shareholder, member, co-tenant or beneficiary of any such entity shall not affect the validity of any action hereunder, and shall not, by itself, constitute a breach of fiduciary duty); to remove property from any such entity; and to give to any such entity, or to any person acting as agent or trustee under any instrument executed by me or on my behalf, such instructions or authorizations as I may have the right to give;

(j) to join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(k) to deal with all matters relating to all forms of insurance and annuities, including the procurement, maintenance and termination thereof; however, notwithstanding the powers given my attorney-in-fact in this and other provisions of this power of attorney, my attorney-in-fact shall have no incidents of ownership in any life insurance policy in which I own an interest and which insures the life of my attorney-in-fact;

(l) to do all acts necessary to maintain my customary standard of living and that of my family and other persons customarily supported by me, including without limitation the power to pay for medical, dental and surgical care, living quarters, usual vacation and travel expenses, shelter, clothing, food, education, organizational fees and contributions, and other living costs;

(m) to act for me in all matters which affect my right to government benefits and assistance, including without limitation Social Security, Medicare, Medicaid, qualified state tuition programs, and other governmental benefits and benefits relating to civil or military service; to file, prosecute, submit to arbitration or settle any claim for benefits or assistance; to establish new residency and domicile; and to receive the proceeds of claims and conserve, invest, disburse and use them on my behalf;

(n) to take all steps and remedies necessary or appropriate for the conduct and management of any business in which I may have an interest; to exercise in person or by proxy any right, privilege or option which I may have with respect to any business; to continue, modify, negotiate, renegotiate, extend and terminate any and all contracts or agreements heretofore or hereafter made with respect to the business; to pay, compromise or contest business taxes or other claims or obligations; to determine the policies of the business as to the location, methods and manner of its operations including its financing, accounting, and insurance; and to add or remove capital from the business;

(o) to employ such agents, attorneys, accountants, investment counsel, trustees, caretakers and other persons and entities providing services or advice, irrespective of whether my attorney-in-fact may be associated therewith, and to rely upon information or advice furnished thereby or to ignore the same, and to delegate duties hereunder and pay such compensation, as my attorney-in-fact may deem necessary or appropriate; and

(p) to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in and about or concerning my property or any part thereof.

This power of attorney is a durable power of attorney, and it shall not be affected by my becoming disabled, incompetent or incapacitated or the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

It may be necessary for my attorney-in-fact to have access to my medical records to establish whether medical bills are valid and appropriate or for other purposes. I grant to my attorney-in-fact the authority and power to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPAA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete unredacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPAA. I understand that health and medical records can include information relating to subjects such as sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) and human immunodeficiency virus (HIV), behavioral or mental health services, and treatment for alcohol or drug abuse or addiction. I understand that I may have access to or receive an accounting of the information to be used or disclosed as provided in 45 C.F.R. Sec. 164.524 et seq. I further understand that authorizing the disclosure of this health information is voluntary and that I can refuse to sign this authorization. I further understand that any disclosure of this information carries with it the potential for an unauthorized further disclosure of this information by third parties and that such further disclosure may not be protected under HIPAA. In order to induce the disclosing party to disclose the aforesaid private and/or protected confidential information, I forever release and hold harmless said disclosing party who relies upon this instrument from any liability under confidentiality rules arising under HIPAA as a consequence of said disclosure. I authorize my attorney-in-fact to execute any and all releases or other documents that may be necessary in order to obtain disclosure of my patient records and other medical information subject to and protected by HIPAA.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this power of attorney.

This power of attorney shall be governed by New Jersey law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney this 16th day of April, 2009.

El. Yudovich

Eleanora Yudovich

WITNESS:

residing at

11 Spruce St
Garden City, NY 11530

residing at

300 E 6th St., Apt. 2
New York, NY 10003

STATE OF NEW YORK, COUNTY OF KINGS, ss.

Be it remembered that on this 16th day of April, 2009, before me, the subscriber, a notary public authorized to take acknowledgments and proof in said County and State, personally appeared Eleanora Yudovich, who I am satisfied is the individual named in and who executed the within power of attorney, and she acknowledged that she signed, sealed and delivered said power of attorney as her act and deed for the uses and purposes therein expressed.

Notary Public
My commission expires on

ALEXANDER T. SHAPIRO
Notary Public - State of New York
No. 02SH6145294
Qualified in Richmond County
My Commission Expires May 1, 2010

NOTE: The following affidavit may be executed by the attorney-in-fact at a later date if some third party requests evidence that the power of attorney is in effect.

AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE AND EFFECT

STATE OF NEW YORK, COUNTY OF KINGS, ss.

I, Masha Alexandra Yudovich, being duly sworn, depose and say:

THAT Eleanora Yudovich, having an address at 702 Suffern Road, Teaneck, NJ 07666, as principal, did, in a writing dated April 16, 2009, appoint me her true and lawful attorney-in-fact, and that attached hereto is a true copy of said power of attorney.

THAT I have no actual knowledge or actual notice of the revocation or termination of the aforesaid power of attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent, to the best of my knowledge after diligent search and inquiry, that: said principal is now alive; has not, at any time, revoked, terminated, suspended or repudiated the power of attorney; and the power of attorney still is in full force and effect.

THAT I make this affidavit for the purpose of inducing

to accept delivery of the following instrument(s), as executed by me in my capacity of attorney-in-fact of said principal, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of said instrument(s) and in paying good and valuable consideration therefor:

Dated:

____
Masha Alexandra Yudovich

Subscribed and sworn to before me
on

____
Notary Public

City of Newburgh

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Cesar Lujan vs. City of Newburgh

DATE: April 9, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on this date.

Katrina Cotten

Attachment

Cc City Manager
Mayor & Council

Rx Date/Time APR-08-2013(MON) 15:05 P.003

Apr. 8. 2013 4:16PM No. 4056 P. 3

In the matter of the claim of

OF CESAR LUJAN

-AGAINST-

NOTICE OF CLAIM

City of NEWBURGH N.Y. x

RECEIVED
APR 09 2013
CITY CLERK

TO: RISK MGMT.

PLEASE TAKE NOTICE that the claimant herein hereby makes Claim and Demand against PUBLIC WORKS.

1) The name and post office address of the claimant:

CESAR LUJAN
1104 PURISIMA CT.
WAKE FOREST, NC. 27587 (845)926-0376

2) The nature of the claim: Claim Number 0281671875

a. Claim for property damage to motor vehicle owned by subrogor of claimant in the sum of $ 3,000.00 Year/make 1997 - NISSAN - SENTRA Plate number YVV2213

b. Claim for personal injury protection benefits paid to subrogor of claimant in the sum of $________.

3) Date 4/5/2013

Place IN FRONT of City HALL ON BROADWAY

Dept involved Public WORKS Year/Make ________

Plate number ________ Operator ________

Accident description A TRUCK FROM City of NEWBURGH Public WORKS BACK IN TO MY PASANGER SIDE DOOR, WHEN HE WAS LEAVING HIS PARKING SPACE, DAMAGING MY BOTH PASSANGER DOORS.

That said Claim and Demand is hereby presented for adjustment and payment.

Dated 4/9/13
City of New York
County of Rockland
Sworn to before me this
9 day of April, 2013

Respectfully yours,

By [signature]

[signature]
Notary Public

LUIS A. PEÑA
Notary Public, State of New York
Qualified in Orange County
Reg. No. 01PE6225959
My Commission Expires Aug. 2, 2014

CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE WILLIAMS
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Jessica Olivencia vs. City of Newburgh

DATE: March 21, 2013

Please find attached Notice of Claim regarding the above, which was personally served on our office on this date.

Attachment

Cc City Manager
Mayor & Council

*** Attached rider to Notice of Claim ***

In the Matter of Claim of

JESSICA OLIVENCIA,

Claimant,

-against-

CITY OF NEWBURGH,

Respondent,

3. Continued.

negligence, wantonness, recklessness and carelessness of the respondents, their agents, servants and/or employees, in causing and/or permitting their motor vehicle to come into contact with the motor vehicle in which this claimant was a passenger; in failing to take those steps necessary to avoid the contingency which herein occurred; in failing to keep the motor vehicle under proper control; in failing to operate the motor vehicle in a manner and at a speed that was reasonable and proper under the prevailing traffic conditions; in failing to properly keep and maintain the motor vehicle so as to prevent the contingency which herein occurred; in failing to properly operate the braking and acceleration devices of the motor vehicle under the circumstances of the roadway where the accident occurred; in failing to keep a proper lookout; in failing to stop and/or slow down; in violating the rules of the road; in failing to observe that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in acting with reckless disregard for the safety of others; in failing to keep alert and attentive; in following too closely; in failing to avoid a rear-end collision; in failing to properly apply brakes; in failing to sound horn; in failing to obey traffic signs, signals and/or lights; in hiring and continued to employ inept, incompetent and/or unskilled employees, and the respondents, their agents, servants and/or employees were in other ways negligent, wanton, reckless and careless.

**See attached rider to Notice of Claim **

The undersigned claimant(s) therefore present this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s intend(s) to commence an action on this claim.

Dated: March 18, 2013 200

"X"______________________
The name signed must be printed beneath
JESSICA OLIVENCIA

"X"______________________
The name signed must be printed beneath

Finkelstein & Partners, LLP
Attorneys for Claimant
1279 Route 300
P.O. Box 1111
Newburgh, NY 12551
Phone No: (800) 634-1212

By: ______________________
DAVID E. GROSS, ESQ.

INDIVIDUAL VERIFICATION

State of New York, County of Orange ss.:

being duly sworn, deposes and says that deponent is the claimant in the within action; that he/she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponents own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

"X"______________________
The name signed must be printed beneath
JESSICA OLIVENCIA

"X"______________________
The name signed must be printed beneath

Sworn to before me, this
8th Day of January, 2013

____
NOTARY PUBLIC

MELISSA ANN NELSON
Notary Public, State Of New York
Qualified In Orange County
Registration #01NE6080368
Commission Expires September 9, 2014

City of Newburgh

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Katrina Cotten, Deputy City Clerk

RE: Notice of Claim:
Christopher Page vs. City of Newburgh

DATE: April 2, 2013

Please find attached Notice of Claim regarding the above, which was hand delivered to our office on this date.

Attachment

Cc City Manager
Mayor & Council

Blumberg's Law Products® T 1183— Notice of Claim against a Public Authority Pursuant to §50 General Municipal Law : Not for use in the Court of Claims : 6-81

BlumbergExcelsior, Inc., PUBLISHER, NYC 10013

In the Matter of the Claim of

Christopher Page

-vs-

City of Newburgh

RECEIVED
APR ~~20~~ 05 2013
CITY CLERK

TO:

***PLEASE TAKE NOTICE** that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:*

1. The name and post-office address of each claimant and claimant's attorney is:

Christopher Page
296 Carpenter Avenue
Newburgh, New York 12550

2. The nature of the claim:

Monetary Compensation as a result of Car accident

3. The time when, the place where and the manner in which the claim arose:

Wed. March 20, 2013 09:35am City of Newburgh, N.Y.

There was an incident in which my vehicle was struck by a City of Newburgh owned and insured vehicle. The result of the accident was a total loss of my vehicle.

4. The items of damage or injuries claimed are (do not state dollar amounts)

2003 Pontiac Grand Am and other monetary losses incurred as a result of the Car accident.

CITY OF NEWBURGH

CITY CLERK'S OFFICE
83 BROADWAY
NEWBURGH, NEW YORK 12550
PHONE (845)569-7311
FAX (845)569-7314

LORENE VITEK
CITY CLERK

KATRINA COTTEN
LISETTE ACOSTA-RAMIREZ
DEPUTY CLERKS

MEMORANDUM

TO: Michelle Kelson, Corporation Counsel

FROM: Lorene Vitek, City Clerk

RE: Notice of Claim:
Maria F. Vacante vs. City of Newburgh

DATE: April 5, 2013

Please find attached Notice of Claim regarding the above, which was served on the Comptroller's Office and forwarded to our office on this date.

Attachment

Cc City Manager
Mayor & Council

RECEIVED
APR - 5 2013
@1:32 pm from
CITY COMPTROLLER James Korosi
Process Server

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

MARIA F. VACANTE,

Claimant,

--against--

NOTICE OF CLAIM

CITY OF NEWBURGH,

Defendant.

RECEIVED
APR 05 2013
CITY CLERK

To: The Comptroller of the City of Newburgh
Newburgh City Hall – 4th Floor
83 Broadway
Newburgh, New York 12550

PLEASE TAKE NOTICE that the claimant, MARIA F. VACANTE, hereby claims damages against the CITY OF NEWBURGH for serious and permanent bodily injuries as specified in the statement below, and that an action will be commenced against said CITY OF NEWBURGH to recover for such damages pursuant to law. The following statement of said claim is made pursuant to the General Municipal Law of the State of New York:

1. The post office address of the claimant herein, MARIA F. VACANTE, is 379 South Street, Newburgh, New York 12550.

2. The attorneys for the claimant herein are LAWRENCE R. TRANK, PLLC, and their post office address and telephone number are: 124 Main Street, Suite 2B, P.O. Box 308, New Paltz, New York 12561; (845) 255-2848.

3. The defendant, CITY OF NEWBURGH, was and still is a municipal corporation within the County of Orange, State of New York.

4. The nature of the claim is a claim for personal injuries sustained by the claimant, MARIA F. VACANTE, as a result of the hazardous, dangerous, and defective condition of the City of Newburgh owned sidewalk adjacent to 385 South Street, located in the City of Newburgh, County of Orange, State of New York.

5. The time, place, and manner in which such claim arose and the nature of same are as follows: upon information and belief, on January 7, 2013, at approximately 10:15 a.m., the claimant, MARIA F. VACANTE, was a lawful pedestrian on a City of Newburgh owned sidewalk located adjacent to 385 South Street, in the City of Newburgh, County of Orange, State of New York, when, through the negligence and misconduct of said CITY OF NEWBURGH, its officers, agents or employees and without any fault on the claimant's part, claimant, MARIA F. VACANTE, was caused to trip, fall and be violently precipitated to the ground by reason of a hazardous, dangerous and defective condition on the sidewalk, to wit, the surface of the subject sidewalk was uneven, cracked, broken and deteriorated to the extent that it represented a tripping hazard, and which caused claimant, MARIA F. VACANTE, to be violently precipitated to the ground, and as a result thereof, claimant, MARIA F. VACANTE sustained severe personal injuries as hereinafter set forth. Annexed hereto and made a part hereof as Exhibit "A" is a photocopy of a photograph depicting the subject location. Annexed hereto and made a part hereof as Exhibit "B" is a copy of a map depicting the subject location.

6. That, upon information and belief, at all times herein mentioned, the portion of said sidewalk located on South Street in the City of Newburgh, County of Orange, State of New York, was constructed several years prior to this action and

has since been maintained by the CITY OF NEWBURGH, its officers, agents or employees, and the CITY OF NEWBURGH, its officers, agents or employees duly undertook to design, construct, repair, keep in repair, maintain, and assume all charge of such portion of said sidewalk over a period of several years, specifically including the date of this incident.

7. Upon information and belief, the items of damages and injuries claimed are as follows: by reason of the negligence and carelessness of the CITY OF NEWBURGH, its officers, agents or employees as aforesaid, claimant, MARIA F. VACANTE sustained various and diverse personal injuries, including but not limited to, the following: a severe fracture of her right arm resulting in limitations of motion and restriction of use of her right upper extremity; scrapes, abrasions and bruises on her arms and muscles; other personal injuries of which the claimant is not yet informed, including permanent effects, the nature of which is not yet known to this claimant; and pain and suffering; that the claimant, MARIA F. VACANTE, has been and will be compelled to incur medical and hospital expenses.

8. That upon your failure to pay such claim within the statutory period provided therefore, it is the intention of the claimant, MARIA F. VACANTE, to commence an action against said CITY OF NEWBURGH and such others as may be liable therefore, to recover the damages sustained by this claimant as hereinbefore set forth.

WHEREFORE, this claimant respectfully requests that this, her claim, be adjusted and paid as provided by law.

Dated: April 2, 2013
New Paltz, New York

Yours, etc.

LAWRENCE R. TRANK, PLLC
Attorneys for Plaintiff

By: LAWRENCE R. TRANK
124 Main Street – Suite 2B
P.O. Box 308
New Paltz, NY 12561
(845) 255-2848

INDIVIDUAL VERIFICATION

STATE OF NEW YORK }
} ss.:
COUNTY OF ULSTER }

MARIA F. VACANTE, being duly sworn, deposes and says that deponent is the claimant in the within action; that deponent has read the foregoing NOTICE OF CLAIM against the CITY OF NEWBURGH and knows the contents thereof; that the same is true to deponent's own knowledge, except as to matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true.

Maria Vacante

MARIA F. VACANTE

Sworn to before me this
2ND day of April, 2013.

NOTARY PUBLIC

LAWRENCE TRANK
Notary Public, State of New York
No. 02TR5030931
Qualified in Dutchess County
My Commission Expires July 25, 2014

EXHIBIT "A"

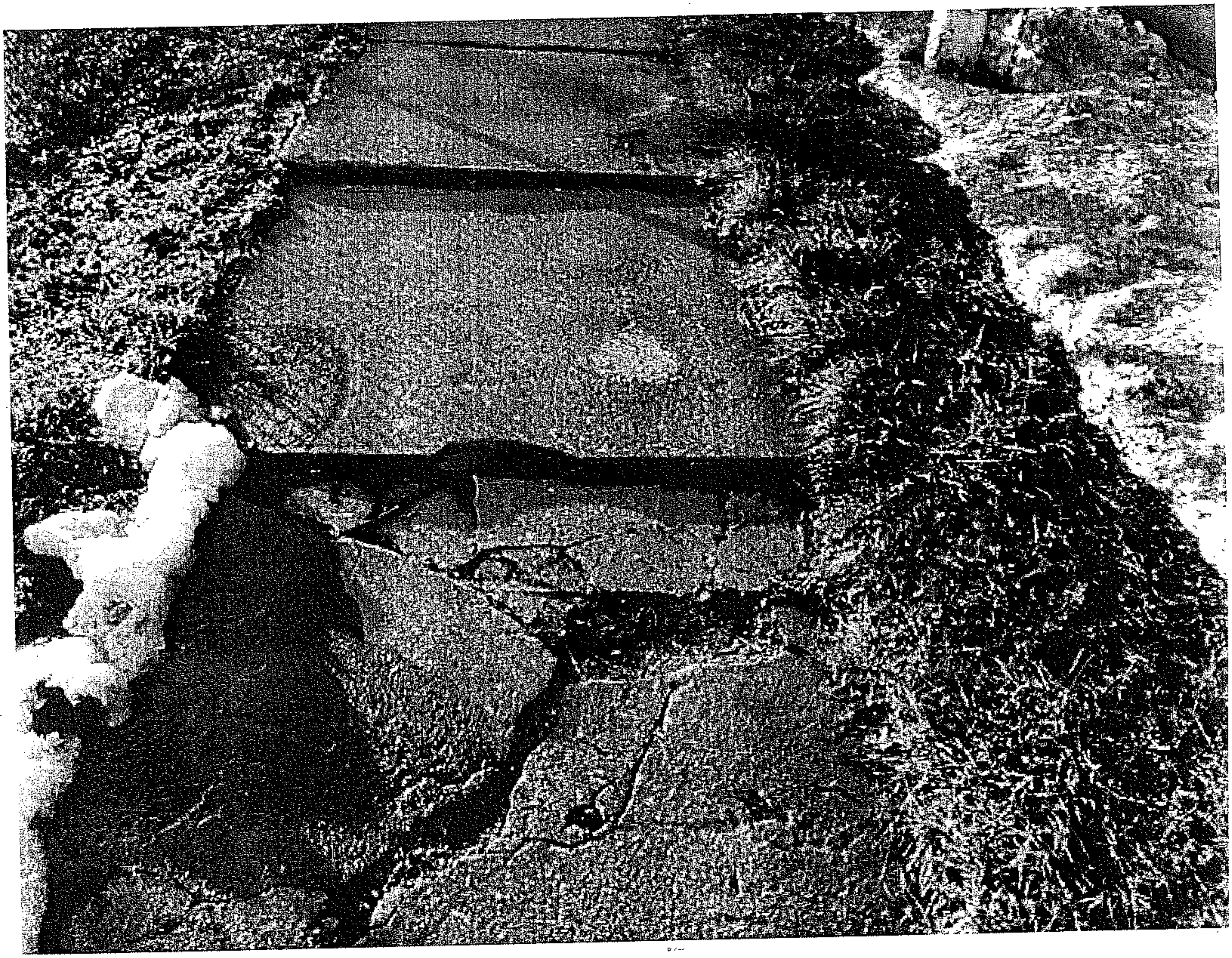
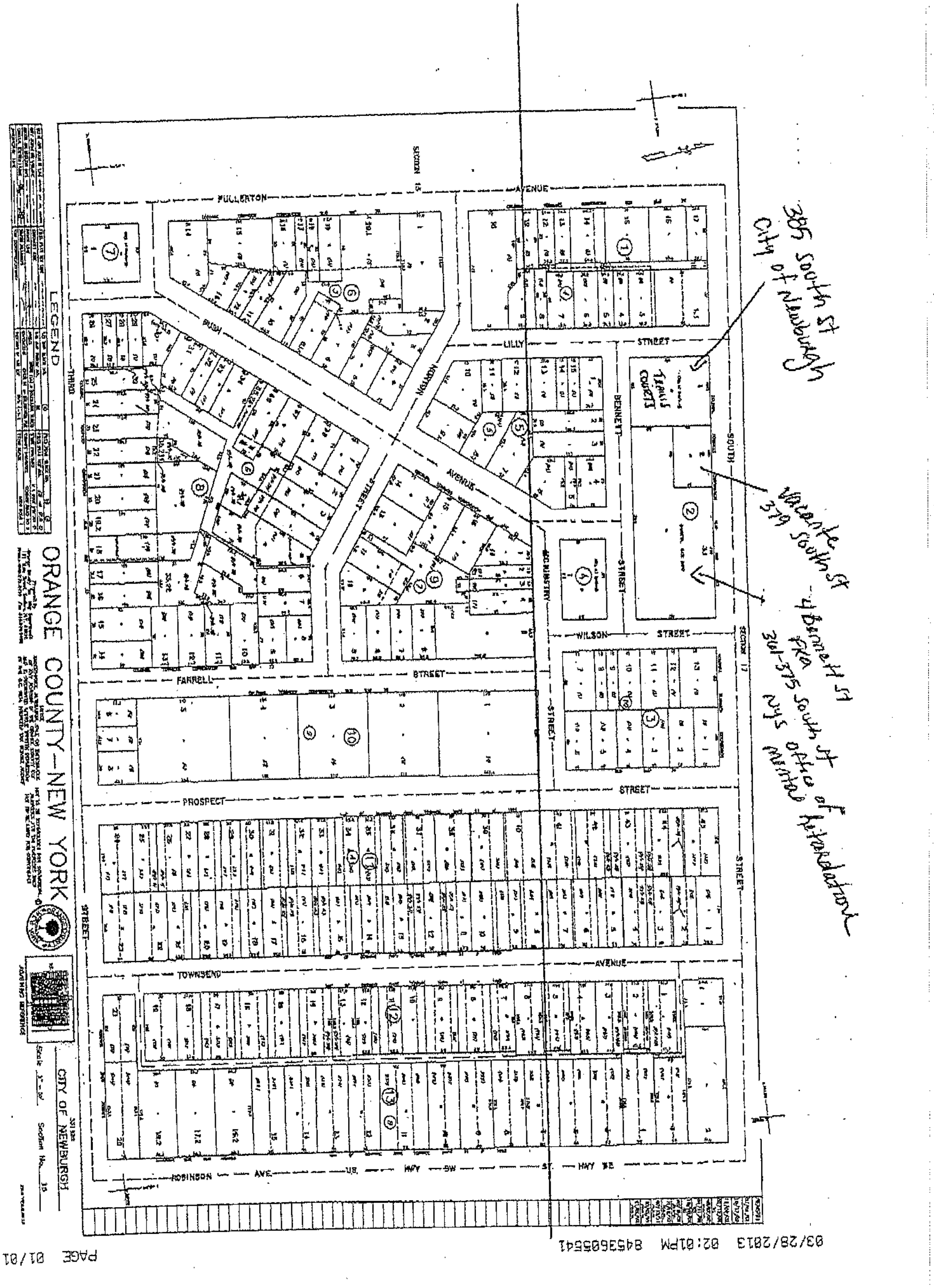


EXHIBIT "B"

From:

03/28/2013 14:00 #201 P.002/002



PUBLIC HEARING

PLEASE TAKE NOTICE that the City Council of the City of Newburgh will hold a public hearing on Monday, April 22, 2013 at 7:00 p.m. at the City Council Chambers, 3rd Floor, City Hall, 83 Broadway, Newburgh, New York to receive comments concerning "An Ordinance to Amend Article VII, entitled "Special Use Permits" of Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh to add Section 300-38 entitled "Large-Scale Mixed-Use Development Special Use Permit"

LORENE VITEK
CITY CLERK

DATED: April 9, 2013

PUBLISH: April 16, 2013 (The Sentinel)

April 17, 2013 (Hudson Valley Press & Mid-Hudson Times)

ADOPTION OF AMENDMENTS TO THE TC-1 ZONING DISTRICT TO ALLOW A LARGE-SCALE MIXED-USE DEVELOPMENT SPECIAL USE PERMIT

City of Newburgh, New York

ENVIRONMENTAL ASSESSMENT FORM – Part 1

March 25, 2013

BFJ Planning

ADOPTION OF AMENDMENTS TO THE TC-1 ZONING DISTRICT TO ALLOW A LARGE-SCALE MIXED-USE DEVELOPMENT SPECIAL USE PERMIT

City of Newburgh, New York

ENVIRONMENTAL ASSESSMENT FORM PART 1

Prepared on behalf of:
City of Newburgh City Council
City Hall
83 Broadway
Newburgh, NY 12550-5617

Prepared by:
BFJ Planning
115 Fifth Avenue
New York, NY 10003

Prepared: March 25, 2013

TABLE OF CONTENTS

1.0 INTRODUCTION: LOCATION, PROJECT COMPATIBILITY AND DESCRIPTION OF THE PROPOSED ACTION

Pursuant to the New York State Environmental Quality Review Act [6 NYCRR Part 617 (SEQR)], the proposed action discussed in this Full Environmental Assessment Form (EAF) is the adoption of text amendments to the City of Newburgh Zoning Code to create a Large-Scale Mixed-Use Development Special Use Permit within the City's Tourist Commercial (TC-1) District.

1.1 Project Location

The City of Newburgh is located on the western shore of the Hudson River in Orange County, approximately 60 miles north of New York City. The City is bordered by the Town of Newburgh to the west and north, the Hudson River to the east and the Town of New Windsor to the south (see Figure 1). Newburgh is a small, densely settled community, comprising 3.9 square miles.

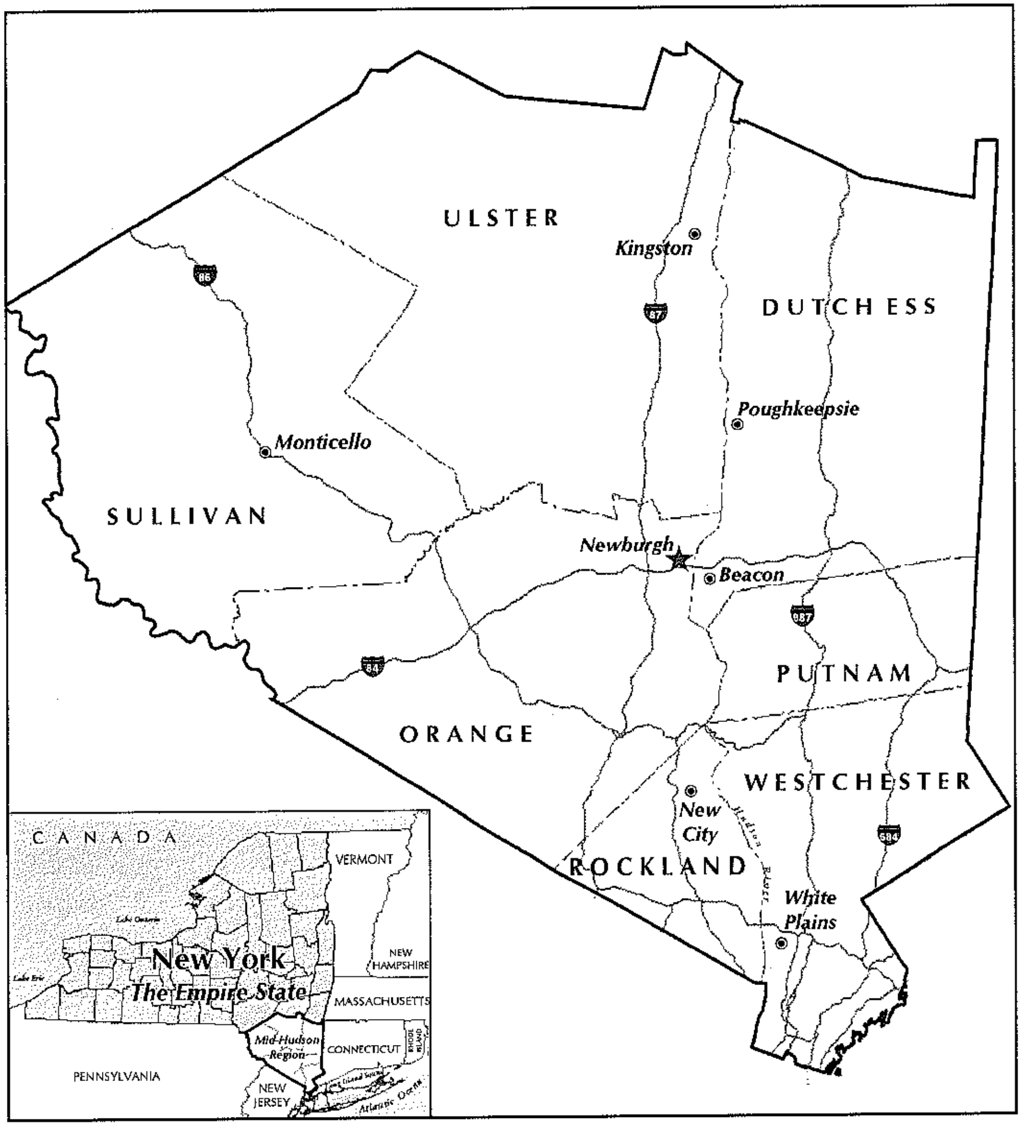
The proposed zoning text amendments will only apply within the City's TC-1 Zoning District and only to parcels located within the TC-1 District that have frontage along Broadway (see Figure 2: Existing Zoning Map). Of the 310-acres of land zoned TC-1 the proposed new large-scale mixed-use special use permit would only apply within the 13.8 acres of TC-1 land fronting Broadway located between Concord Street to the east and Colden Street to the west (see Figure 3: ....).................................

1.2 Project Compatibility

The proposed action is consistent with the recommendations made in the 2008 *"Plan-It Newburgh"* Sustainable Master Plan and the 2011 City of Newburgh Future Land Use Plan which was adopted as an addendum to the 2008 Master Plan.

"Plan-It Newburgh" Sustainable Master Plan

The *"Plan-It Newburgh"* Sustainable Master Plan, adopted December 8, 2008, describes the "visions and hopes of the city regarding future growth and development." Goals, targets and strategies in the Master Plan outline how the City of Newburgh will accommodate growth and development until the target date 2040. The objective of the Master Plan is to direct and guide public and private decisions and actions in a consistent and logical manner (pg. 8). Specifically, the Master Plan included targets to provide balance in the City's zoning districts to accommodate all types of land use, including mixed-use development and directing that a future land use plan be prepared to assess where residential development can be accommodated at increased densities in appropriate areas (Housing Goal 2, pg. 61-62). In addition, the Master Plan called for a



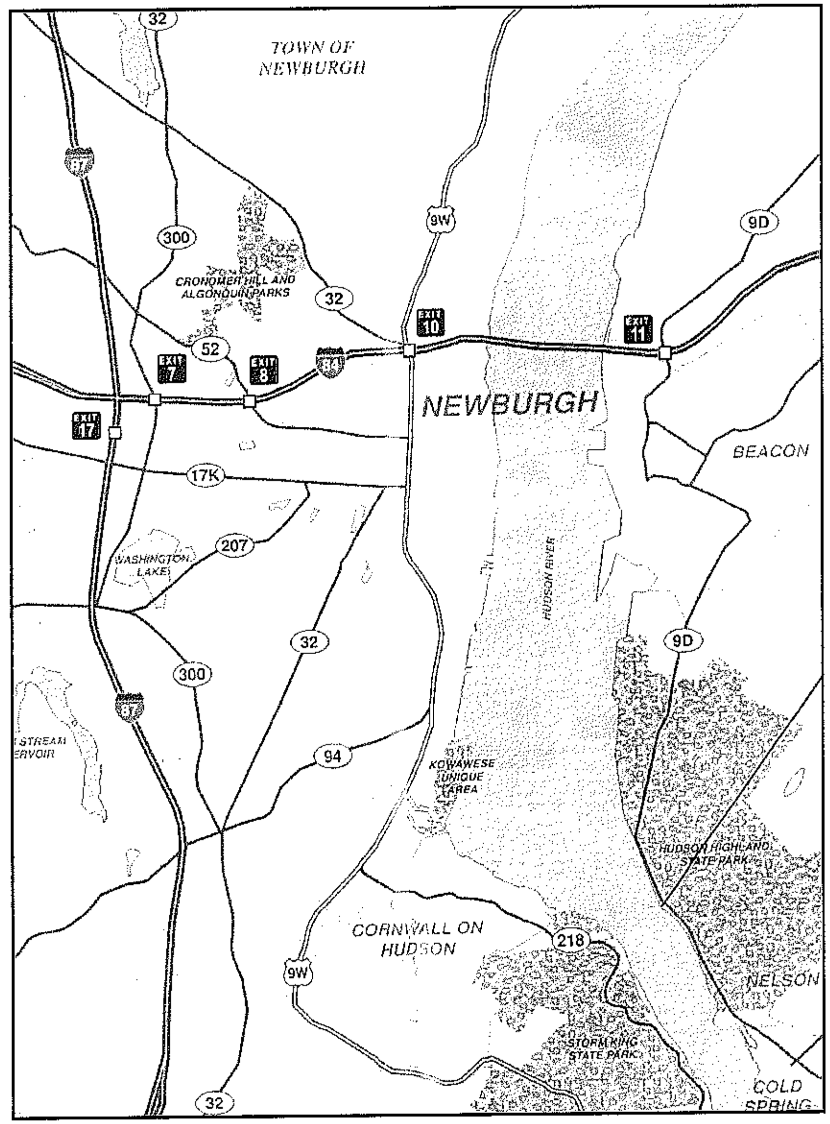
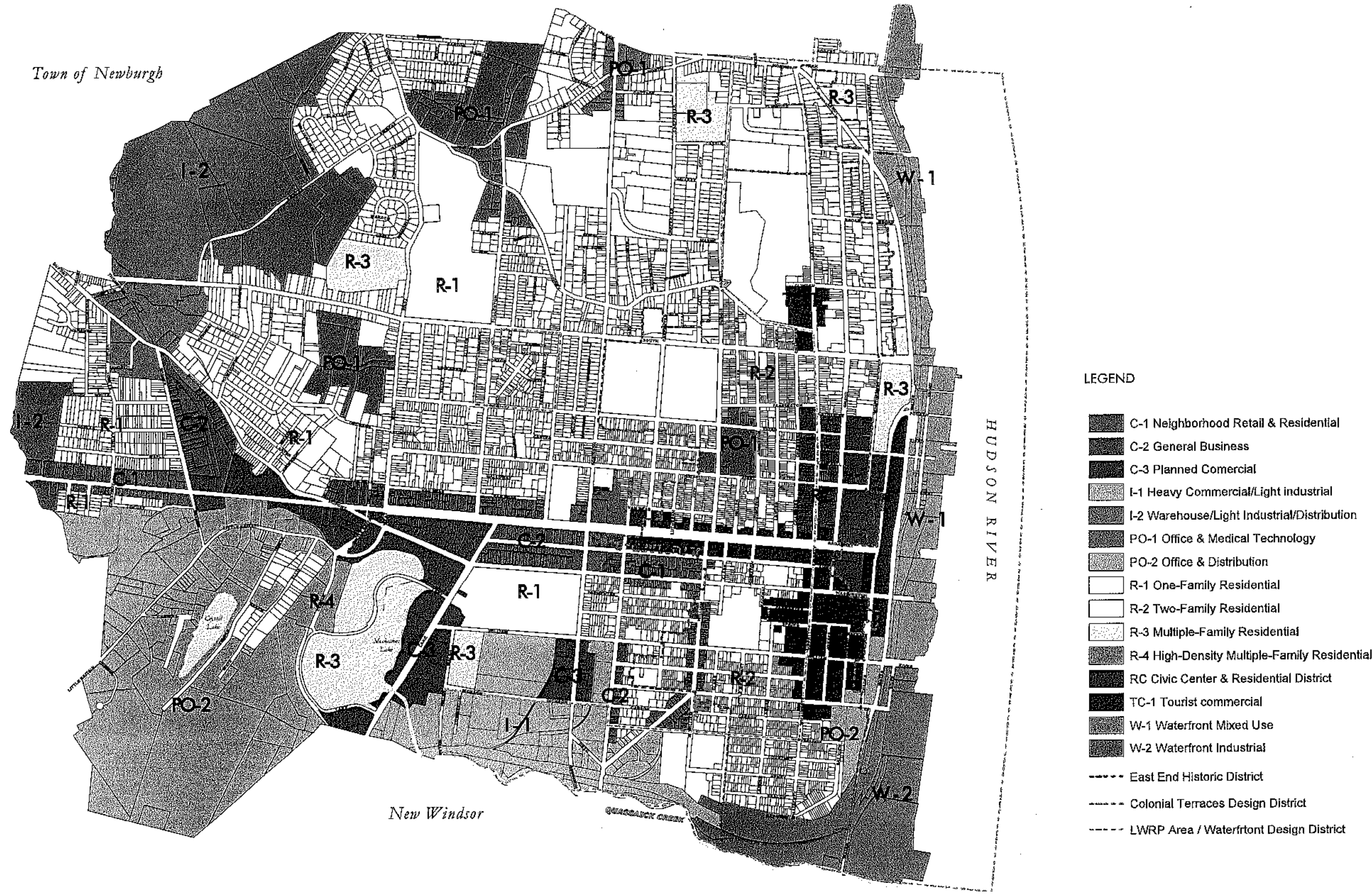


Figure 1: Regional Location Map



Large-Scale Mixed-Use Development Special Use Permit EAF

Figure 2: City of Newburgh Existing Zoning Map

Newburgh, NY

Source: BFJ Planning

BFJ Planning

Large-Scale Mixed-Use Development Special Use Permit EAF

Figure 3: TC-1 Parcels Fronting Broadway

Newburgh, NY

Source: BFJ Planning

BFJ Planning

reduction in off-street parking requirements in traditional mixed-use and business/retail corridors where adequate off-street parking is within walking distance (Economic Development Goal 2, pg. 88) as well as a reduction or elimination of front yard setback requirements to allow for traditional neighborhood design (Economic Development Goal 4, pg. 90). The proposed zoning text amendments are consistent and compatible with the recommendations of the 2008 Master Plan and seek to implement, on a limited scale, the Plan recommendations outlined above.

Future Land Use Plan

Although the Master Plan identified and described issues regarding land use planning, the document did not specifically contain a future land use component, which provides a framework for potential future zoning changes. The proposed Future Land Use Plan, adopted September 12, 2011, supports the goals enumerated in the 2008 Master Plan and was prepared as an addendum to the plan, pursuant to the New York State General City Law §28. The proposed Future Land Use Plan serves as the land use component of the Master Plan. All land use regulations adopted in the City must be in accordance with the proposed Future Land Use Plan.

Specifically, the Future Land Use Plan calls for higher density mixed-use development in the Lower Broadway corridor [See Figure 4: Future Land Use Plan (Opportunity Area I, pg. 15]. The Future Land Use Plan states that "there is a significant opportunity in this area to promote the re/development of a traditional urban/city neighborhood that has a mix of uses; is pedestrian oriented; and provides for a diverse public to live, learn, work and play" (pg. 15). Further, the plan recommends that an increase in mixed-use development in the Lower Broadway area will promote an urban lifestyle typical of thriving urban areas where residences, related commercial and entertainment uses support one another and that by promoting mixed-use development and increasing residential density in this area, the City will re-establish a physical and walkable connection between the Broadway corridor and the waterfront.

The Future Land Use Plan also included revisions to the Zoning Code are proposed to include "building coverage" standards and Floor Area Ratios (FAR), where appropriate, to the existing schedules of area and bulk controls. When combined with a height control, building coverage and FAR control density on any given site. Recommended revisions to the City's parking standards and use group definitions as well as to the City's administrative and enforcement aspects of the Zoning Code are also proposed.

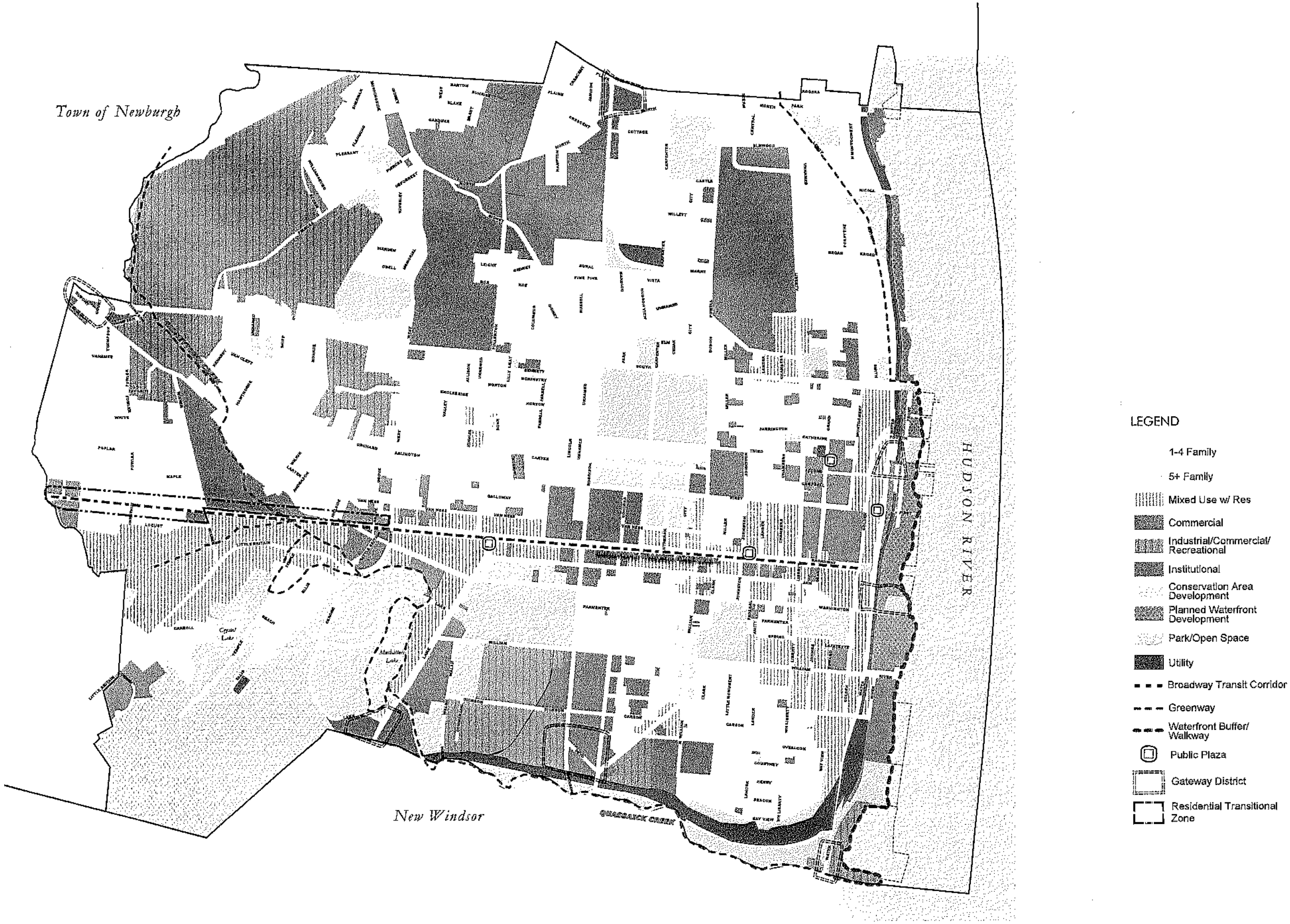


FIGURE 4: FUTURE LAND USE MAP

SOURCE: NEWBURGH FUTURE LAND USE PLAN, 2011

BFJ Planning

The Plan recommends zoning changes that support the goal of increasing opportunities for mixed-use development at increased densities. In the Broadway portion of the existing TC-1 District, the Plan recommends zoning changes that would permit heights ranging from 6-8 stories and significant increases in residential densities. The proposed zoning text amendments are a first step in implementing the land use and zoning recommendations contained in the Future Land Use Plan. The proposed action is consistent and compatible with the Future Land Use Plan.

2.0 DESCRIPTION OF THE PROPOSED ACTION

The Newburgh City Council, through the adoption of the proposed action seeks to support the recommendations to provide opportunities for mixed-use development of an increased scale and density along the Lower Broadway Corridor expressed in both the 2008 Master Plan and 2011 Future Land Use Plan. The proposed zoning text amendments are compatible with both the Master Plan and Future Land Use Plan. Specifically, the City Council is proposing amendments to the City Zoning Code (§300-38 and §300 Attachment 8) adding a new special use permit subject to review and approval by the City Council to permit new large-scale mixed-use developments within the TC-1 District.

The proposed zoning text amendments would create a new "Large-Scale Mixed-Use Development" Special Use Permit within the City's existing TC-1 District. The purpose of this special use permit is to facilitate the redevelopment of vacant or underutilized properties along the Lower Broadway Corridor with a mix of vibrant residential and commercial uses. This new special use permit would be added to the *Schedule of Use and Bulk Regulations* for the TC-1 District (§300 Attachment 8). In order to apply for a large-scale mixed-use development special use permit an applicant would have to meet the following area and bulk requirements:

- Only applicable to TC-1 zoned lots with frontage on Broadway;
- Projects may extend from Broadway through the length of the block to the next public street, irrespective of the zone, provided that the portion outside the TC-1 zone is part of a unified development parcel with frontage on Broadway;
- 20,000 square foot minimum lot size;
- 100 foot minimum lot width;
- 15 foot minimum front yard and up to a 5 foot side yard, subject to reduction or elimination at the discretion of the City Council;
- 20 foot minimum rear yard; and
- Maximum building height of 65 feet/6 stories within 200 feet of Broadway and 45 feet/4 stories beyond 200 feet.

In addition, a new special use permit section (§300-38) has been added within the Zoning Code to allow large-scale mixed-use developments within the TC-1 District. This section sets forth the power, applicability, conditions to be fulfilled and the standards that must be met in order to qualify for a large-scale mixed-use development special use permit. The conditions and standards set forth in this section are similar to other special permit uses in the City, except that this special use permit can only be granted by the City Council; all other special permit uses in the City are subject to review and approval by the Planning Board. The approval authority for this special permit use has been placed with the City Council in recognition of the importance of the Lower Broadway Corridor to the City as a whole, as well as the potential benefits these types of large-scale projects could have on the City. The proposed zoning text also includes provisions for shared parking and grants the City Council the authority to modify parking requirements based on a parking analysis that demonstrates that the parking demands of a proposed development can be met through the provision of fewer spaces than those required by the City's off-street parking regulations. Finally, the City Council may also allow up to 25% of the required parking spaces to be provided at an off-site location within 300 feet of the project site.

See Appendix A for the proposed Zoning Text Amendments.

3.0 ANALYSIS OF DEVELOPMENT POTENTIAL

Based on a review of the TC-1 zoned lots with frontage along Broadway, it is projected that only two potential development sites exist that are likely to be developed under the proposed special use permit. These two sites, shown on Figure 5, are both currently vacant and meet all of the dimensional requirements set forth in the proposed zoning text amendments. Additional large-scale mixed-use development sites may exist, but due to current ownership constraints, their redevelopment would require assembling numerous parcels from multiple property owners which would most likely serve to hinder this type of large-scale development. Small scale mixed-use developments are currently permitted within the TC-1 District as-of-right.

Since the special use permit process for a large-scale mixed-use development will be discretionary and based on a review of site specific development plan, the exact number of future potential residential units and commercial square footage cannot be determined with certainty at this time. However, based on a cursory review of the two potential development sites illustrated in Figure 5, which total approximately 105,600 square feet, it is estimated that redevelopment of these parcels could result in approximately 144 residential units and 19,500 square feet of commercial space. This estimate assumes a 30% building coverage and groundfloor retail uses fronting Broadway. In addition, this estimate assumes a 6-story building within 200 feet of Broadway tapering down to a 4-story building beyond 200 feet of Broadway.

Large-Scale Mixed-Use Development Special Use Permit EAF

Figure 5: Potential Large-Scale Mixed-Use Development Sites

Newburgh, NY

Source: BFJ Planning

BFJ Planning

This potential increase in density along the Broadway Corridor and the resultant potential increase in population, could result in impacts to the City's infrastructure, including water, sewer, and transportation systems. Given that special use permits are not granted as-of-right, any site specific proposal for a large-scale mixed-use development would be required to comply with the special use permit standards set forth in the proposed zoning text amendments as well as all existing standards set forth in the City's Zoning Code, including site plan review as well site specific review under SEQR. Therefore, the exact number and unit type of residential units and associated parking requirements, the projected future population, and breakdown of commercial space cannot be determined. However, when testing the implications of new zoning, a realistic market based approach and demographic based projection of what the likely population that could result is an important benchmark.

Within this context, it is important to look at Newburgh's population over time, as well as to project anticipated future growth within the City over the next 10 years. Table 1 below, presents the City's population, as reported by the US Census, since 1940. As this table demonstrates, the City's population peaked in 1950 and steadily declined by 27% over the following 30 years. Since the 1980s the City's population has grown, but is still 9.7% lower than the 1950 historic high.

Table 1: City of Newburgh Population

Year	Population	% Change from Previous 10-year period
1940	31,883	--
1950	31,956	2.3%
1960	30,979	-3.1%
1970	26,219	-15.1%
1980	23,438	-10.6%
1990	26,454	12.9%
2000	28,259	6.8%
2010	28,866	2.1%
		% Change 1950 – 2010: -9.7%

Source: US Bureau of the Census. http://www.census.gov/prod/www/abs/decennial

Using population growth projections generated by Orange County[1], and adjusting for the actual 2010 US Census data, the City of Newburgh is only projected to grow to 29,410

[1]The Orange County Planning Department generated population projections using four different methodologies for each of the County's municipalities. For Newburgh, depending on the methodology used, the County projected growth rates of -0.03%, 0.07%, 0.09%, and 0.17%. To be conservative, the highest projected growth rate of 0.17% has been used in this analysis. http://www.orangecountygov.com/filestorage/124/1362/3210/Municipal_Population_Projections_Comparison_Sheet.pdf

residents by 202, an increase of only 1.9% over the next 10 years and still 8.0% below the 1950 population high. The City's overall infrastructure is able to reasonably sustain the small impact of the proposed zoning text amendments as any increase in population reasonably anticipated to occur over the next 10 years would be below the peak 1950 numbers.

However, in part, the purpose of the zoning text amendments is to foster development along the Lower Broadway Corridor that could in turn result in related increases in population density. This possible increase in density could result in impacts to the City's infrastructure as discussed below[2].

Water

The City of Newburgh's water supply is from the Washington Lake reservoir, located at the intersection of Route 300 and Little Britain Road, in the Town of New Windsor. The Washington Lake Reservoir was constructed in 1907 and holds approximately 1.5 billion gallons of water. An emergency water supply source from the NYC Catskill Aqueduct is also available. Raw water from the reservoir is conveyed to the City's water filtration plant through a 30-inch diameter water main. The City's water filtration plant has the ability to treat approximately 9 million gallons of water per day (MGD) and its current average daily demand is 4.2 MGD. The plant employs a series of mechanical and chemical treatments to remove color, odor, and tastes along with organic material, dirt, and particles. The water then passes through a series of sand filters; chlorine is added for disinfection; fluoride is added to help promote sound dental health; and corrosion inhibitors are added to reduce the corrosive effects of water on pipes and plumbing. Once treated, the water is pumped to the distribution system.

The City water system is comprised of two zones, the high service zone, which services properties north of Broadway and west of Lake Street, and the low service zone, which services the remainder of the City, including Lower Broadway. The high service district is serviced by two water storage tanks, a one (l) million gallon tank located on Brady Avenue and a one and one half (1.5) million gallon tank located on Marne Avenue. A small pumping station is located on Marne Avenue to boost the pressure for residence located around the base of the tank (University Heights neighborhood in the vicinity of Mount St. Mary's College). The two tanks are fed by the Marne Avenue/Carter Street Pumping Station, which draws water from the low service district.

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[2] The analysis in this section is based in part on the analysis contained in the June 2008 Preliminary DEIS for "The Newburgh Waterfront Redevelopment Project Preliminary DEIS," prepared by Saccardi & Schiff, Inc. as well as on an October 15, 2010 meeting between BFJ Planning and Craig Marti, Newburgh City Engineer.

The low service district is serviced by two (2) water storage tanks. The first tank is a two (2) million gallon tank located near the water treatment plant on Little Britain Road. A second two (2) million gallon tank is located on Ellis Avenue. The high water level of the tanks is at approximately 275 ft.

Water distribution for the City is through approximately 80 miles of water mains ranging from 4 inches to 30 inches in diameter. The mains within the City are, for the most part, interconnected for improved hydraulic characteristics and decrease of minor losses. The distribution system provides domestic water and fire demand for residents within the water district.

As demonstrated there is not a significant constraint on serving the entire City with water. The water demand of the City would have to more than double (a 100% increase in demand) before any constraints to the design capacity of the City's water filtration plant would occur. As the population of Newburgh is only projected to grow by approximately 1.9% over the next ten years, even if the zoning text amendments result in an increase in density along Lower Broadway, no impact to the City's water supply are anticipated.

According to the Newburgh City Engineer, the issue with water is not one of capacity, but rather has to do with water pressure in certain parts of the City, in particular the University Heights section. Water pressure is not an issue for areas along Lower Broadway which may increase in density as a result of proposed zoning text amendments.

Sanitary Sewer

The City of Newburgh is serviced by the City of Newburgh wastewater treatment plant (WWTP), located in the southern portion of the waterfront, off of Martin Luther King Boulevard. The WWTP has a dry weather capacity of nine (9) million gallons per day (MGD); 3.8 MGD are reserved for the Town of Newburgh and 5.2 MGD are available for the City of Newburgh. The plant currently operates at an average daily flow rate of approximately six (6) MGD, of which 1.6 MGD is generated by the Town of Newburgh. Based on the current flow rates, approximately 3 MGD of remaining plant capacity is available for use by the City of Newburgh and available to meet the needs of any future population generated by the proposed zoning text amendments; a 68% increase in demand would need to occur before the WWTP would reach dry weather capacity.

Traffic and Parking

The adoption of the proposed zoning text amendments does not appear to result in significant traffic issues along Broadway. Localized impacts at specific intersections may occur as part of implementation of future projects seeking the proposed special use permit, but these would be addressed during site specific review of future actions under

SEQR. The Newburgh Waterfront Redevelopment Project proposed the development of approximately 1,170 residential units, a 150-room hotel, 100,000 square feet of office space, and 140,000 of retail space to be located in the area just west of the TC-1 District parcels with frontage along Broadway.

The traffic study, prepared by Saccardi & Schiff, Inc. as part of the Preliminary Draft Environmental Impact Statement (DEIS) for the Waterfront Redevelopment Project found that the proposed development program outlined above would have an impact on the operation of the road network in the area, including slight changes in the level of service at the intersections of Broadway and Robinson Avenue, Robinson Avenue and South Street, Robinson Avenue and Plank Road, and North Street and Balmville Road. The DEIS did provide mitigation measures for these localized intersection impacts; these measures should be considered, and implemented, if deemed appropriate, as part of the SEQR review of future development projects seeking the large-scale mixed-use development special use permit, if deemed applicable.

In addition to on-street metered parking that is available on most of the streets located within the vicinity of the Lower Broadway Corridor, the City of Newburgh currently has a significant amount of off-street parking. Much of the off-street parking is located in close proximity to Broadway and Martin Luther King Jr. Boulevard. Currently there is approximately 22 acres of parking east of Route 9W, roughly 13 acres of which is located east of Liberty Street within close proximity to Broadway and the TC-1 District.

As demonstrated above, Newburgh has the water capacity, sewer capacity and street network capacity to sustain a substantial amount of growth. In the case of Newburgh, the population has slightly increased over the last 30 years, but is still 9.7% below its 1950 historic peak. In addition, using the most aggressive growth rate provided by the County, the population is only projected to grow by 1.9% over the next 10 years; which is still 8.0% below the historic peak. Therefore, the limited growth that might realistically be expected to occur can be accommodated by the City's existing infrastructure.

Further, as special use permits are not granted as-of-right, any site specific large-scale mixed-use development proposal would be required to comply with the special use permit standards set forth in the proposed zoning text amendments as well as all existing standards set forth in the City's Zoning Code, including site plan review as well site specific review under SEQR.

4.0 FULL ENVIRONMENTAL ASSESSMENT FORM

This EAF evaluates the potential for environmental impacts to be created by the adoption of amendments to the City of Newburgh Zoning Code to create a Large-Scale Mixed-Use Development Special Use Permit within the City's Tourist Commercial (TC-1) District. This legislative action is generic in nature, not site-specific, and does not directly result in any physical changes to the environment. Part 1 of the Full EAF is designed for a site specific action rather than area-wide or generic proposals. As a result, many of the questions in Part 1 are not relevant to the proposed action and have been answered "not applicable" or "NA."

PART 1--PROJECT INFORMATION
Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Adoption of Amendments to the TC-1 Zoning District to allow a Large-Scale Mixed-Use Development Special Use Permit

Location of Action (include Street Address, Municipality and County)

Broadway between Concord Street and Grand Street, City of Newburgh, Orange County, NY 12550

Name of Applicant/Sponsor City of Newburgh City Council

Address City Hall, 83 Broadway

City / PO Newburgh State NY Zip Code 12550-5617

Business Telephone (845) 569-7301

Name of Owner (if different) N/A

Address

City / PO State Zip Code

Business Telephone

Description of Action:

Pursuant to the New York State Environmental Quality Review Act [6 NYCRR Part 617 (SEQR)], the proposed action discussed in this Full Environmental Assessment Form (EAF) is the adoption of text amendments to the City of Newburgh Zoning Code to create a Large-Scale Mixed-Use Development Special Use Permit within the City's Tourist Commercial (TC-1) District. The purpose of this special use permit is to facilitate the redevelopment of vacant or underutilized properties along the Lower Broadway Corridor with a mix of vibrant residential and commercial uses. This new special use permit would be added to the Schedule of Use and Bulk Regulations for the TC-1 District (§300 Attachment 8). Please see the attached project description for a detailed discussion of the proposed action.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: [✓] Urban [ ] Industrial [✓] Commercial [ ] Residential (suburban) [ ] Rural (non-farm)
   [ ] Forest [ ] Agriculture [✓] Other mixed-use, vacant

2. Total acreage of project area: 13.8 acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	N/A acres	N/A acres
Forested	N/A acres	N/A acres
Agricultural (Includes orchards, cropland, pasture, etc.)	N/A acres	N/A acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	N/A acres	N/A acres
Water Surface Area	N/A acres	N/A acres
Unvegetated (Rock, earth or fill)	N/A acres	N/A acres
Roads, buildings and other paved surfaces	N/A acres	N/A acres
Other (Indicate type) vacant	N/A acres	N/A acres

3. What is predominant soil type(s) on project site? Urban Land
   a. Soil drainage: [ ] Well drained ____% of site [ ] Moderately well drained ____% of site.
      N/A [ ] Poorly drained ____% of site
   b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? N/A acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? [ ] Yes [■] No
   a. What is depth to bedrock N/A (in feet)

5. Approximate percentage of proposed project site with slopes: N/A
   [✓] 0-10% ____% [✓] 10- 15% ____% [✓] 15% or greater ____%

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? [■] Yes [ ] No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? [ ] Yes [■] No

8. What is the depth of the water table? >6.5 (in feet)

9. Is site located over a primary, principal, or sole source aquifer? [ ] Yes [■] No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? [ ] Yes [■] No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? ☐ Yes ☐ No

According to:

Not known. The proposed action is generic in nature and will not result in any direct impacts to plant or animal species; however, the TC-1 District is predominantly comprised of urban developed land and formerly developed vacant land. The potential for threatened or endangered species limited.

Identify each species:

There are no state-designated Significant Coastal Fish and Wildlife Habitats located within Newburgh.

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?

☐ Yes ☒ No

Describe:

N/A

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

☐ Yes ☒ No

If yes, explain:

14. Does the present site include scenic views known to be important to the community? ☒ Yes ☐ No

Newburgh's View Preservation District regulations identify the following view planes for protection: Grand and Washington Streets, Washington's Headquarters, Broadway and Colden Street, Grand and Second Streets, Public Library, First and Grand Streets.

15. Streams within or contiguous to project area:

None.

a. Name of Stream and name of River to which it is tributary

16. Lakes, ponds, wetland areas within or contiguous to project area:

None.

b. Size (in acres):

17. Is the site served by existing public utilities? ☒ Yes ☐ No

a. If **YES,** does sufficient capacity exist to allow connection? ☐ Yes ☐ No N/A

b. If **YES**, will improvements be necessary to allow connection? ☐ Yes ☐ No N/A

18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No

19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? ☐ Yes ☒ No

20. Has the site ever been used for the disposal of solid or hazardous wastes? ☐ Yes ☒ No

B. Project Description N/A*

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

a. Total contiguous acreage owned or controlled by project sponsor: N/A acres.

b. Project acreage to be developed: N/A acres initially; N/A acres ultimately.

c. Project acreage to remain undeveloped: N/A acres.

d. Length of project, in miles: N/A (if appropriate)

e. If the project is an expansion, indicate percent of expansion proposed. N/A %

f. Number of off-street parking spaces existing N/A ; proposed N/A

g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?

h. If residential: Number and type of housing units: N/A

	One Family	Two Family	Multiple Family	Condominium
Initially				
Ultimately				

i. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; N/A length.

j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.

3. Will disturbed areas be reclaimed ☐ Yes ☐ No ☒ N/A

a. If yes, for what intended purpose is the site being reclaimed?

b. Will topsoil be stockpiled for reclamation? ☐ Yes ☐ No

c. Will upper subsoil be stockpiled for reclamation? ☐ Yes ☐ No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? N/A acres.

*The proposed action is the adoption of a Zoning Text Amendments to the City's TC-1 District to allow a new special use permit with respect to large-scale mixed-use developments. This legislative action is generic in nature, not site-specific, and does does not directly result in physical changes to the environment. Thus, project-related impacts assumed by the EAF are generally not applicable or variable dependent on location within the City.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

☐ Yes ■ No

6. If single phase project: Anticipated period of construction: N/A months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated ______ (number)

b. Anticipated date of commencement phase 1: ______ month ______ year, (including demolition)

c. Approximate completion date of final phase: ______ month ______ year.

d. Is phase 1 functionally dependent on subsequent phases? ☐ Yes ☐ No

8. Will blasting occur during construction? ☐ Yes ☐ No N/A

9. Number of jobs generated: during construction N/A ; after project is complete N/A

10. Number of jobs eliminated by this project None .

11. Will project require relocation of any projects or facilities? ☐ Yes ☐ No N/A

If yes, explain:

12. Is surface liquid waste disposal involved? ☐ Yes ☐ No N/A

a. If yes, indicate type of waste (sewage, industrial, etc) and amount ______

b. Name of water body into which effluent will be discharged ______

13. Is subsurface liquid waste disposal involved? ☐ Yes ■ No Type ______

14. Will surface area of an existing water body increase or decrease by proposal? ☐ Yes ■ No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? ☐ Yes ■ No

16. Will the project generate solid waste? ☐ Yes ☐ No N/A

a. If yes, what is the amount per month? ______ tons

b. If yes, will an existing solid waste facility be used? ☐ Yes ☐ No

c. If yes, give name ______ ; location ______

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? ☐ Yes ☐ No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? ☐ Yes ☒ No

a. If yes, what is the anticipated rate of disposal? _______ tons/month.

b. If yes, what is the anticipated site life? _______ years.

18. Will project use herbicides or pesticides? ☐ Yes ☐ No N/A

19. Will project routinely produce odors (more than one hour per day)? ☐ Yes ☐ No N/A

20. Will project produce operating noise exceeding the local ambient noise levels? ☐ Yes ☐ No N/A

21. Will project result in an increase in energy use? ☐ Yes ☐ No N/A

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding? ☐ Yes ☒ No

If yes, explain:

25. Approvals Required:

			Type	Submittal Date
City, Town, Village Board	☒ Yes	☐ No	City Council - Resolution to Amend Zoning Text	
City, Town, Village Planning Board	☐ Yes	☒ No	Referral to Newburgh Planning Board Referrals to adjoining municipalities: Town of Newburgh, Town of New Windsor	
City, Town Zoning Board	☐ Yes	☒ No		
City, County Health Department	☐ Yes	☒ No		
Other Local Agencies	☐ Yes	☒ No	Referral to County Planning Department	
Other Regional Agencies	☐ Yes	☒ No		
State Agencies	☐ Yes	☒ No		
Federal Agencies	☐ Yes	☒ No		

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? ☒ Yes ☐ No

If Yes, indicate decision required:

☒ Zoning amendment ☐ Zoning variance ☒ New/revision of master plan ☐ Subdivision
☐ Site plan ☐ Special use permit ☐ Resource management plan ☐ Other

2. What is the zoning classification(s) of the site?

TC-1 Tourist Commercial

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

Approximately 937,759 square feet.

4. What is the proposed zoning of the site?

N/A.

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A.

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? ■ Yes ☐ No

The Propose Zoning Text Amendments are consistent with both the 2011 Future Land Use Plan and the 2008 Sustainable Master Plan.

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Uses within a 1/4-mile include residential, office, commercial and institutional zones.

Zoning districts include: C-1 Neighborhood Retail and Residential, C-2 General Business, RC Civic Center and Residential District, R-2 Two-family Residential, PO-1 Office and Medical Technology, and R-1 One-Family Residential.

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? ____ ■ Yes ☐ No

9. If the proposed action is the subdivision of land, how many lots are proposed? No

a. What is the minimum lot size proposed? ____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? ☐ Yes ☒ No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection?

☐ Yes ☒ No

a. If yes, is existing capacity sufficient to handle projected demand? ☐ Yes ☐ No

12. Will the proposed action result in the generation of traffic significantly above present levels? ☐ Yes ☒ No

a. If yes, is the existing road network adequate to handle the additional traffic. ☐ Yes ☐ No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

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

Applicant/Sponsor Name Sarah K. Yackel Date March 25, 2013

Signature Sarah K. Yackel

Title Associate Principal, BFJ Planning

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

Appendix A

Proposed Zoning Text Amendments

Article VII. SPECIAL USE PERMITS

§ 300-35. Special uses.

A. Power. The Planning Board shall have the power to hear and decide on applications to permit the proper integration into the community of uses which may be suitable only in specific locations in a zone or only if such uses are designed and laid out on the site in a particular manner, provided that this chapter otherwise permits such uses subject to the validation of the Planning Board.

B. Conditions to be fulfilled. In applying for a special use permit, the applicant need not demonstrate hardship, since the basis for the action is general benefit to the City as a whole. In granting a special use permit, the Planning Board, with due regard to the nature and condition of all adjacent structures and uses, the zone within which the same is located, the Master Plan, the Local Waterfront Revitalization Program (LWRP) and any relevant urban renewal plans, shall find all of the following general conditions to be fulfilled:

(1) The use requested is listed among the special uses in the zone for which application is made.

(2) The special use is essential or desirable to the public convenience or welfare.

(3) The special use will not impair the integrity or character of the zone or adjoining zones nor be detrimental to the health, morals or welfare.

(4) The special use will be in conformity with the Master Plan.

(5) Consistency with policies.

(a) The special use, if undertaken within the waterfront area, will be consistent with the LWRP policies, standards and conditions, which are derived from and further explained and described in Section III of the City of Newburgh LWRP.

[1] To revitalize deteriorated and underutilized waterfront areas (Policies 1, 1A, 1B, 1C, 1D and 1E).

[2] To retain and promote commercial and recreational water-dependent uses (Policy 2).

[3] To strengthen the economic base of smaller harbor areas by encouraging traditional uses and activities (Policies 4 and 4A).

[4] To ensure that development occurs where adequate public infrastructure is available to reduce health and pollution hazards (Policy 5).

[5] To protect significant and locally important fish and wildlife habitats from human disruption and chemical contamination (Policies 7, 7A, 8 and 8A).

[6] To maintain and expand commercial fishing facilities to promote commercial and recreational fishing opportunities (Policies 9, 9A and 10).

[7] To minimize flooding and erosion hazards through nonstructural means, carefully selecting long-term structural measures and appropriate siting of structures (Policies 11, 11A, 12, 13, 14, 16, 17 and 28).

[8] To safeguard economic, social and environmental interests in the coastal area when major actions are undertaken (Policies 18 and 18A).

[9] To maintain and improve public access to the shoreline and to water-related recreational facilities while protecting the environment (Policies 2, 19, 19A, 20, 20A, 21, 21A, 21B, 22 and 22A).

[10] To protect and restore historic and archaeological resources (Policies 23 and 23A).

[11] To protect and upgrade scenic resources (Policy 25).

[12] To site and construct energy facilities in a manner which will be compatible with the environment and contingent upon the need for a waterfront or water location (Policies 27, 29 and 40).

[13] To prevent ice management practices which could damage significant fish and wildlife and their habitat (Policy 28).

[14] To protect surface and groundwater from direct and indirect discharge of pollutants and from overuse (Policies 30, 31, 33, 34, 35, 36, 36A, 37 and 38).

[15] To perform dredging and dredge spoil in a manner protective of natural resources (Policies 15 and 35).

[16] To handle and dispose of solid and hazardous wastes and effluents in a manner which will not adversely affect the environment nor expand existing landfills (Policies 39 and 39A).

[17] To protect air quality (Policies 41, 42 and 43).

[18] To protect freshwater wetlands (Policy 44).

(b) The Planning Board will consider the recommendations of the Waterfront Advisory Committee when determining consistency with the above policies.

C. Factors to be considered. In making such determination, the Planning Board shall give consideration to any or all of the following as they may be appropriate:

(1) The character of the existing uses and the probable development of uses in the district and the peculiar suitability of such district for the location of any of such permissive uses.

(2) The conservation of property values and the encouragement of the most appropriate uses of land.

(3) The effect that the location of the proposed use may have upon the creation of or undue increase of vehicular traffic congestion on public street or highways.

(4) The availability of adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent, whether liquid, solid, gaseous or otherwise, that may be caused or created by or as a result of the use.

(5) Whether the use or materials incidental thereto or produced thereby may give off obnoxious gases, odors, smoke or soot.

(6) Whether the use will cause disturbing emission of electrical discharges, dust, light, vibration, noise or radioactivity.

(7) Whether the operations in pursuance of the use will cause undue interference with the orderly enjoyment by the public of parking or of recreational facilities, if existing, or if proposed by the City or by other competent governmental agency.

(8) The necessity for bituminous-surfaced space for the purpose of off-street parking of vehicles incidental to the use and whether such space is reasonably adequate and appropriate in area and design and can be furnished by the owner of the plot sought to be used within or adjacent to the plot wherein the use shall be had.

(9) Whether a hazard to life, limb or property because of fire, flood, erosion or panic may be created by reason of or as a result of the use, by the structures to be used therefor, by the inaccessibility of the property or structure thereon for the convenient entry and operation of fire and other emergency apparatus or by the undue concentration or assemblage of persons upon such plot.

(10) Whether the use of the structures to be used therefor will cause an overcrowding of land or undue concentration of population.

(11) Whether the plot area is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof.

(12) Whether the use to be operated is unreasonably near to a church, school, theater, recreational area or other place of public assembly.

D. Planning Board action. The Board may approve, approve with modifications, or disapprove any application for a special use permit. The Planning Board shall have the authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed special use permit and may be necessary in the Board's opinion to meet the objectives herein set forth. Upon its granting of said special use permit, any such conditions must be met in connection with the issuance of permits by applicable enforcement agents or officers of the City.

(1) Such conditions may include a time limitation.

(2) Conditions may be imposed which require that one or more improvements be done before the use requested can be initiated; for example, that a solid board fence be erected entirely around the site to a height of six feet before the use requested is initiated.

(3) Conditions of a continuing nature may be imposed. For example, exterior loudspeakers shall not be used between the hours of 10:00 p.m. and 9:00 a.m.

(4) The Planning Board may establish a schedule of inspection to be conducted by the Building Inspector to determine continued compliance with this chapter and any conditions of the special use permit.

E. Reversion to permitted use. Whenever all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request of the applicant, may, if the facts warrant, make a determination that the conditions have been satisfied and enter said determination on the file copy of the special use permit. Thereafter, said special use, provided that it continues to meet the other requirements of the chapter, will be treated as a permitted use.

F. Compliance with other codes. Granting of a special use permit does not exempt the applicant from complying with all of the requirements of building codes and other ordinances.

G. Revocation. In any case where the conditions of a special use permit have not been or are not being complied with, the administrative official shall give the permittee notice of intention to revoke such permit at least 10 days prior to a Planning Board review thereon. After conclusion of the review, the Planning Board may authorize the administrative official to revoke such permit.

H. Expiration. In any case where a special use permit has not been exercised within the time limit set by the Planning Board, or within one year if no specific time limit has been set, then, without further action, the permit shall be null and void. "Exercised," as set forth in this section, shall mean that binding contracts for the construction of the main building have been let or, in the absence of contracts, that the main building is under construction to a substantial degree or that prerequisite conditions involving substantial investment are contracted for, in substantial development, or completed (sewage, drainage, etc.). When construction is not a part of the use, "exercised" shall mean that the use is in operation in compliance with the conditions set forth in the permit.

§ 300-36. Procedures.

The powers and duties of the Planning Board shall be exercised in accordance with the procedures set forth in this article plus the following additional procedures:

A. Strict compliance. The Planning Board shall act in strict accordance with the procedures specified by law and by this chapter.

B. Fees. All applications made to the Planning Board shall be accompanied by the fee established by the City Council as provided for in § **300-83**. The Board may, in its discretion, return to the applicant part or all of the fee paid by him in the event that his appeal is under § **300-78** hereof and is partially or wholly successful. The fees filed in connection with applications under § **300-35** shall not be returnable regardless of the disposition of the case by the Planning Board.

C. Submission. An application for a special use permit shall be submitted to the Planning Board office on the last business day of the month preceding the month in which the application is to be heard.

D. Contents of applications. Each application shall fully set forth the circumstances of the case. Every application shall refer to the specific provision of the chapter involved.

E. Site plan required. Application for a special use permit shall require site plan approval in accordance with the site plan regulations contained in this chapter, except that the Planning Board may waive site plan approval for a special use permit application that will involve no physical alteration or disturbance to a site. At a minimum, the application for a special permit use shall be accompanied by a plan showing the size and location of the lot, and the location of all buildings and proposed facilities, including access drives, parking areas, and all streets within 200 feet of the lot lines.

F. Public hearings. The Planning Board shall conduct a public hearing within 62 days from the day a complete application is received by the Planning Board. At least 10 days prior to such hearing the Secretary of the Board shall mail, by regular mail, at the applicant's expense, a notice of such hearing and of the substance of the application to the owners of all properties within 300 feet of the exterior boundaries of the property affected by the application. At least 10 days prior to such hearing, the Secretary of the Planning Board, at the expense of the applicant, to be paid in advance, shall cause to be published in the official newspaper of the City a notice of such hearing and of the substance of the appeal or application. Prior to said hearing, the applicant shall submit to the Board affidavits of the Secretary of the Board swearing that the required mailings and publication have been performed, which documents shall become part of the application. For the purpose of the mailings required by this section, the term "owner" shall be construed to mean the owner as indicated on the assessment roll of the City of Newburgh.

G. Notice to the applicant and the Orange County Planning Department. At least 10 days prior to the public hearing, the Planning Board shall mail notices thereof to the applicant and to the Orange County Planning Department, as required by § 239-m of the General Municipal Law, which shall be accompanied by a full statement of the matter under consideration, as defined therein.

H. Architectural Review Commission advisory opinion. The Planning Board shall, within 10 days of its submission, refer any special use permit application within historic districts or architectural design districts to the Architectural Review Commission for review and recommendations. The Planning Board shall defer any decision on these matters pending the receipt of a report from the Architectural Review Commission.

I. Waterfront Advisory Committee. Whenever a request for a special use permit involves a use to be located within the City's waterfront districts, the Planning Board shall refer a copy of a completed coastal assessment form (CAF) to the Waterfront Advisory Committee within 10 days of its submission and, prior to making its determination, shall consider the recommendation of the Waterfront Advisory Committee with reference to the consistency of the proposed action as set forth in Chapter **296** of the Code of the City of Newburgh, known as the "City of Newburgh Waterfront Consistency Review Law." In the event that the Waterfront Advisory Committee recommendation is not forthcoming within 30 days following referral of the CAF, the Planning Board shall make its decision without the benefit of the Waterfront Advisory Committee recommendation.

J. Decision. The Planning Board shall decide upon an application within 62 days after the public hearing is closed. The time within which the Planning Board must render its decision may be extended by mutual consent of the applicant and the Planning Board.

K. Filing. The decision of the Planning Board shall be filed in the office of the City Clerk within five business days after such decision is rendered and a copy thereof mailed to the applicant.

L. Existing violations. No special use permit shall be issued for property where the Building Inspector has found a violation of this chapter, and where such violation has not been corrected, unless the granting of such special use permit and site plan approval will result in a correction of said violation.

M. Area variance. Where a proposed special use permit would require an area variance, an application may be made to the Zoning Board of Appeals without the necessity of a denial of an administrative official charged with enforcement of this chapter.

§ 300-37. Standards for individual special uses.

The following individual standards are hereby established for special uses:

A. Garages, filling stations, auto repair shops, used car lots, automobile painting, automobile rebuilding or reconditioning, tire retreading or recapping, and taxi and limousine service shall be subject to the following:

(1) Notwithstanding any grant of authority contained elsewhere in this chapter, no special permit or variance shall be granted for a use enumerated herein to be located within a designed historic district or architectural design district unless the Architectural Review Commission shall certify to the Planning Board that said use will not be out of keeping with the architectural character of the district and will not be out of harmony with the style, materials, colors, line and details of the buildings in the district and that said use will not detrimentally affect the preservation of the beauty and character of the district. Said certification must be reviewed by the Planning Board prior to its acceptance of any application for a special use permit.

(2) Any special use permit granted shall be granted only for an initial period of six months, after which the Planning Board shall review the compliance with the permit conditions and may vote to permanently grant the permit or to continue the special permit for an additional limited time period, in the absence of which said special permit shall lapse and become null and void.

(3) Sufficient off-street parking is to be provided for all cars brought for repair; a minimum of five off-street parking spaces are to be provided.

(4) No repair or storage of vehicles shall be on the public street.

(5) The property must be maintained in a neat and orderly manner with no accumulation of junk vehicles, tires, auto parts, garbage, refuse or debris on the property.

(6) Hours of operation are to be established by the Planning Board so as to limit the effect of noise and traffic on the neighborhood.

(7) All facilities are to conform to the New York State Uniform Fire Prevention and Building Code, environmental regulations and sewer use regulations and ordinances, particularly in regard to prevention of the discharge of oil, grease, or other petroleum products into the public sewers.

(8) All surfaces for vehicle travel or storage are to be provided with a desirable dustless surface to be approved by the Planning Board and an adequate system of storm drainage.

(9) All lighting is to be installed in accordance with a plan to be submitted to and approved by the City Engineer and the Building Inspector and so designed as to prevent light from being thrown onto neighboring properties.

(10) All parking, vehicle storage areas and driveways must be constructed so as to meet the requirements of Article **VIII** of this chapter.

(11) The use shall be screened from all abutting residences or residential districts in accordance with § **300-12** of this chapter, except that the Planning Board may permit the substitution of an eight-foot-high wooden fence or masonry wall as a substitute for or in addition to the plantings provided in § **300-12**. The screening strips of 10 feet in width must be measured entirely within the property lines of the parcel to be devoted to the use.

(12) The Planning Board shall have the power to impose such additional conditions as it may deem required in accordance with the standards established by § **300-35** of this chapter. However, the Planning Board shall not have the power to delete or modify any of the conditions required by Subsection **A(1)** through **(11)** of this section.

(13) Where the Zoning Board of Appeals has approved a special use permit and said permit is subject to renewal, the Planning Board shall be responsible for renewing said special use permit.

B. Home occupation or professional office. Customary home occupations are deemed to be accessory uses to a single-family detached dwelling subject to the requirements contained herein. A home occupation shall not require full site development plan submission. However, an applicant shall be required to submit a lot survey indicating the location of the home and the area of the home to be used for purposes of the home occupation.

(1) The minimum lot size shall be 7,500 square feet.

(2) Such occupation is carried on in an area not exceeding 25% of the gross floor area of the principal building.

(3) At no time shall any premises be used in such a manner to cause the emanation therefrom of offensive or noxious odors, vapors, fumes, glare, dust, smoke, gas, vibration, noise or radiation or be used in such a manner as to cause injury, annoyance or disturbance to any of the surrounding properties and to their owners and occupants.

(4) Equipment capable of causing interference with radio or television reception in the neighborhood shall be prohibited unless also equipped with means to prevent such interference.

(5) There shall be no outdoor storage of materials, supplies, or equipment associated with the home occupation.

(6) Such occupation is incidental to the residential use of the premises and is carried on in the principal building by a resident therein with not more than two nonresident assistants.

(7) A studio where dancing or music instruction is offered is permitted, provided only up to a maximum of four pupils at any one time are instructed. Concerts or recitals are prohibited.

(8) The Planning Board may restrict the number of deliveries of materials or supplies associated with the home occupation.

(9) The Planning Board may approve the operation of a home occupation subject to any condition it deems necessary to ensure that the use does not diminish or impact the peace, security and the overall residential quality of the neighborhood.

C. Day-care center. The standards for a day-care center shall be as follows:

(1) The application shall describe the anticipated occupancy of the facility by age group, i.e., infant, toddler, and school age, and the hours of operation of the facility.

(2) A floor plan of the day-care center shall be submitted.

(3) In addition to the parking space requirements contained in Article **VIII**, Table 1, *Editor's Note: See § **300-45**.* additional parking spaces shall be provided for dropoff and pickup of children at a rate of one parking space per 15 children. Said spaces shall be provided directly in front of the facility along an internal driveway or in an approved parking area. The most appropriate location for dropoff parking shall include a consideration of emergency access and shall be determined by the Planning Board during site plan review. The dropoff location shall be clearly posted with appropriate signage or pavement markings. Fire lanes shall not be used for dropoff areas.

(4) A minimum outdoor play area of 125 square feet per child under three years of age, or per child three and over, whichever is greater, shall be provided. Said outdoor play area shall be located at a minimum distance of 25 feet from any lot line or from any parking area and 50 feet from any public right-of-way. Outdoor play areas shall be directly accessible from the principal structure and shall not require crossing any street, driveway, or parking area for access. The Planning Board may, as part of site plan review and in consultation with the prospective operator, modify the area requirement to apply only to the largest age group enrollment scheduled to use the outdoor play area at one time.

(5) A six-foot-high solid fence or opaque fence combined with hedge or tree plantings shall be provided to screen the outdoor play area where it abuts a residential zoning district.

(6) Said facility shall provide a minimum of two exits.

(7) Day-care centers shall adhere to the requirements of the New York State Uniform Fire Prevention and Building Code and all other applicable state guidelines that govern said uses.

(8) If included as part of a professional office building, said day-care center shall occupy the ground floor only.

(9) Hallways with a length of 20 feet or greater between the building exterior and the day-care center shall be prohibited.

D. Bed-and-breakfasts shall be subject to the following:

(1) Applicability. A bed-and-breakfast is permitted as an accessory use to a single-family residence. A single-family residence must be in existence at the date of adoption of these regulations to

become eligible to be a bed-and-breakfast. Except as otherwise specified herein, the single-family residence shall be required to meet the bulk requirements for single-family residences within the applicable zoning district.

(2) Application submission. In addition to the general requirements for special use permit approval, the applicant shall also submit:

(a) A sketch showing the floor plan of the home and the location of proposed guest rooms.

(b) A site plan delineating the location of the residence on the tax parcel, minimum setback distances, proposed parking areas, proposed screening, and any other information applicable.

(c) If a sign is proposed, a sign plan, including type and location of illumination, if proposed.

(d) A certification that the owner resides and will continue to reside within the residence while the special use permit is in effect. A change in owner occupancy shall require renewal of the special use permit.

(e) Proof of insurance to operate a bed-and-breakfast.

(3) Requirements and conditions of operation.

(a) The bed-and-breakfast shall be the primary residence of the owner.

(b) The number of paying guests accommodated per night shall not exceed 10 guests, and no guest shall stay for a period exceeding 15 days. The bed-and-breakfast shall maintain a guest registry identifying the arrival and departure dates of guests.

(c) A maximum of two adult guests and accompanying minor children shall be allowed to occupy each guest bedroom, subject to fire safety standards.

(d) There shall be no more than five bedrooms occupied by paying guests. Said rooms shall not be equipped with a kitchenette or other cooking devices.

(e) As a minimum, one bathroom shall be provided for each two guest rooms. In addition, a separate bathroom shall be maintained for the owners of the single-family residence.

(f) Each guest bedroom shall be equipped with a smoke detector alarm installed and maintained in a functional condition on or near the ceiling.

(g) A bed-and-breakfast is permitted one sign, not to exceed two square feet, identifying the name of the facility. Illumination may be permitted, subject to Planning Board approval. The Planning Board shall take into consideration the proximity of adjoining residences and potential nighttime disturbance. Said sign shall not be illuminated between 9:00 p.m. and sunrise.

(h) No parking space shall be located within the front yard. Parking spaces shall be set back a minimum distance of 15 feet from any side or rear lot line. A minimum of two spaces shall be provided for the single-family dwelling, plus a minimum of one off-street parking space shall be provided for each guest bedroom. Each space shall measure not less than nine feet by 18 feet in size. New parking areas required to meet these requirements shall limit the introduction of impervious surfaces.

(i) The Planning Board shall consider the need for landscaping to screen views from adjoining residences.

(j) The dwelling shall not be altered in a manner which would cause the premises to differ from its residential character, nor shall any extensions or additions to the dwelling be made for the purpose of renting such space for overnight accommodations. Accessory buildings detached from the principal dwelling shall not be used for the purpose of a bed-and-breakfast.

(k) There shall be no more than two employees in addition to the owner.

(l) Each facility shall be operated and maintained so as to preserve the character and integrity of the surrounding residential neighborhood.

(4) Approval. A special use permit to operate a bed-and-breakfast shall be valid for one year from the date of issuance, subject to continuing compliance with the conditions of the special use permit and subject to continuing compliance with the New York State Uniform Fire Prevention and Building Code.

(5) Permit renewal. The applicant may renew the permit for additional two-year time periods, subject to approval by the Planning Board and any fees applicable to the review of special use permit applications. The Planning Board shall notify the Building Inspector, 15 days prior to the meeting at which the renewal is being considered, who shall provide a description, in writing, of any changes that have occurred in the floor or site plan since the time the special use permit was approved or last renewed and a list of violations or complaints, if applicable. The Planning Board shall take the Building Inspector's report into consideration when rendering a decision.

(6) Enforcement. The Building Inspector shall be given access to the premises for the purpose of making inspections as deemed necessary from time to time to ensure compliance with these regulations and with the New York State Uniform Fire Prevention and Building Code. Such inspections shall be conducted in accordance with procedures set forth in this chapter. Any facility operated in violation of this chapter shall have its permit suspended on a first violation and revoked for a second violation. No permit shall be reinstated until the owner fully complies with the provisions of this chapter.

(7) Registry. The Planning Board Secretary shall maintain a record of bed-and-breakfasts, including the name of the owner, the address, the maximum occupancy of the establishment, and the date of special use permit approval.

E. Community parking area. Community parking areas shall be subject to the following:

(1) A plan shall be submitted detailing the parking lot layout. Parking lots shall be macadam and parking spaces shall be appropriately striped. The City Engineer, in consultation with the Building Inspector, shall be responsible for reviewing and shall favorably recommend the layout prior to Planning Board approval of the special use permit.

(2) Adequate drainage shall be provided.

(3) The owner shall be responsible for keeping said parking area clean and debris-free.

(4) The community parking area shall be screened from abutting residential uses in accordance with § **300-12**.

(5) Mature trees in excess of eight inches dbh (diameter breast height) shall be identified on the site plan. The parking layout shall incorporate mature trees into the design of the parking area to the maximum extent practicable.

(6) No more than one curb cut shall be permitted per each street frontage.

F. Planned residential development shall be subject to the following:

(1) A planned residential development may consist of a mix of multiple-family dwellings or single-family attached (townhome) dwellings.

(2) The site plan shall be accompanied by building elevations and a landscape plan.

(3) The maximum density shall be 12 units per acre for multiple-family dwellings. The maximum density for townhomes shall be eight units per acre. A minimum of 25% of the site shall be maintained as open space.

(4) No building shall exceed 120 feet in length.

(5) Principal buildings shall be separated a minimum distance equal to the height of the taller of adjoining buildings, but in no case shall a building be located closer than 30 feet to any other principal building.

(6) Accessory buildings, including recreational facilities, shall be located a minimum of 25 feet from principal buildings or from any lot line.

(7) To the maximum extent practicable, buildings shall be situated in a manner so that the front facade and the main entry point to the dwellings face to the street line.

(8) Off-street parking is prohibited in the front yard or adjacent to a street bounding the lot when the other side of the street is zoned residential. Parking shall be located to the rear of the principal buildings. The Planning Board may allow parking in a side yard, provided that said parking area shall be screened from the street and pedestrian traffic by means of a planted strip or fence of a height of at least three feet. Parking areas shall not be located closer than 10 feet to a principal building or outside deck or recreational space and shall be suitably screened from said buildings and spaces with appropriate landscape materials.

(9) The applicant shall make provisions for the maintenance of any open space or common areas in a manner that is satisfactory to the Planning Board and the City Council of the City of Newburgh.

(10) All off-street parking areas shall be attractively landscaped. A minimum of 20% of the parking area shall be landscaped.

(11) Where provided, dumpsters shall be located in a fenced enclosure which shall be suitably screened with appropriate landscape materials.

(12) Each dwelling unit shall be provided with an outdoor deck or space consisting of a minimum of 25 square feet.

(13) On-site lighting shall not spill over onto adjoining residential properties.

G. Adaptive reuse of an existing building for residential use in the W-1 District shall be subject to the following:

(1) The ground floor of said structure shall be used for nonresidential uses permitted or allowed by special use permit in the W-1 District.

(2) Each dwelling unit shall contain a minimum of 1,000 square feet in area.

(3) On-site indoor or outdoor accessory recreational facilities are permitted, e.g., swimming pools or tennis or squash courts. The Planning Board may impose restrictions on the type and operation of lighting associated with outdoor recreational facilities in order to protect the "night sky" of the Hudson River.

(4) A landscape plan shall be submitted with the site plan.

(5) Off-street parking shall be provided in accordance with the standards for multifamily dwellings.

(6) The applicant shall make provisions for the maintenance of any open space or common areas in a manner that is satisfactory to the Planning Board and the City Council of the City of Newburgh.

H. Boarding homes shall be subject to the following:

(1) In the R-4 District, up to three nontransient roomers or boarders may be accommodated for remuneration by the resident owner of the dwelling.

(2) The owner of the dwelling shall occupy the dwelling and shall constitute the principal use thereof.

(3) Kitchen and dining facilities shall be limited to use by the resident owner, roomers or boarders and bona fide guests but shall not be open to the general public. There shall be no individual kitchen or dining facilities for any sleeping room.

(4) There shall be no more than one rented sleeping room for each 2,000 square feet of lot area, with a maximum of three rooms being permitted.

(5) Each sleeping room for rent to a roomer or boarder shall be at least 100 square feet in area.

(6) One off-street parking space shall be provided for each rented sleeping room. The Planning Board may require landscaping or screening around the parking area.

(7) In order to preserve the residential character of the neighborhood, there shall be no exterior alteration or expansion of the structure to allow the use of the dwelling for boarders and roomers, except for parking.

I. Colleges or universities shall be subject to the following:

(1) All buildings shall be located at least 100 feet from the street lot line and 50 feet from all other property lines. Grandstands, gymnasiums, central heating plants and similar buildings shall be located at least 200 feet from all property lines. The distance between principal buildings shall be at least equal to the height of the taller building. Total building coverage of the site shall be limited to 30%. On-campus housing, dormitory buildings or single-family detached dwellings shall be permitted as accessory buildings, provided that the minimum lot area for the entire site shall be increased by at least 1,000 square feet for each dormitory bed and by at least the minimum lot area of the applicable zoning district for each single-family dwelling. Use of such dormitories or dwellings shall be limited exclusively to students, teachers, or other members of the staff of the college or university, and a dormitory or dwelling shall not subsequently be sold or rented as a private residence or for any other legal use unless the building and any required lot surrounding it shall meet all regulations of the district in which it is located.

(2) Multiple-family dwellings for the exclusive use of teachers and other members of the staff of the school shall be permitted as accessory buildings, provided that, in addition to all other site requirements, there shall be land set aside for each such dwelling of an area at least equal to the minimum residential lot size of the district in which such school site is located times the number of dwelling units in such dwelling and provided that each multifamily dwelling shall be at least 100 feet from any property line and be so located with respect to the required additional land that a lot could be separated from the balance of the school site and meet these area requirements. No such dwellings shall subsequently be rented or sold unless the above-mentioned lot shall be created with frontage on an approved street and unless the Planning Board shall find that the school to which such dwellings are accessory has ceased to operate or that the type of school has changed to one which no longer requires staff housing.

(3) The minimum area that shall be dedicated to playgrounds and playfields shall be three acres, plus an additional two acres per 100 students.

(4) Suitable fencing, landscaping and screening shall be provided to prevent any nuisance to surrounding properties and to protect students attending the school.

(5) The college shall comply with any standards established for schools by the New York State Commissioner of Education.

(6) The Planning Board may approve the design of a parking area to serve more than one use, provided that such uses will require parking facilities at different times. Parking areas shall be located at least 50 feet from all property lines, except that in the case of a property line adjacent to permanently reserved open space, parking areas may be located no closer than 25 feet therefrom. Access and interior drives shall be located so as to prevent unnecessary traffic on local residential streets and to avoid unsafe conditions and traffic congestion.

J. Used car lots shall be subject to the following:

(1) All existing used car lots shall have a paved surface constructed in accordance with specifications of the City Engineer, an adequate system of storm drainage, screening in accordance with § **300-12** of this chapter to protect adjacent residential properties or residential-zoned areas and provision for lighting that is satisfactory to the City Building Inspector.

§ 300-38. ~~and~~Large-Scale Mixed-Use Development Special Use Permit

A. Power. The City Council -shall have the power to hear and decide on applications for a large-scale mixed-use development special use permit.

B. Applicability. The Large-Scale Mixed-Use Development Special Use Permit shall apply in the Tourist Commercial (TC-1) zoning district only, and only to parcels with frontage on Broadway. However, said project may extend from Broadway through the length of the block to the next public street, irrespective of the zone, provided that the portion outside of the TC-1 zone is part of a unified development parcel with frontage on Broadway.

C. Conditions to be fulfilled. In applying for a large-scale mixed-use development special use permit, the applicant need not demonstrate hardship, since the basis for the action is general benefit to the City as a whole. In granting a large scale mixed-use development special permit, the City Council, with due regard to the nature and condition of all adjacent structures and uses, shall consider the requirements of the zone within which the same is located, the Master Plan, the Future Land Use Plan, the Local Waterfront Revitalization Program (LWRP) and any relevant urban renewal plans and shall find all of the general conditions set forth in §300-35B.(1) through (5) fulfilled.

D. Factors to be considered. In making a determination that the conditions specified above have been fulfilled, the City Council shall give consideration to any or all of the factors set forth in §300-35C.(1) through (12).

E. City Council action. The City Council may approve, approve with modifications, or disapprove any application for a large-scale mixed-use development special use permit. The Council shall have the authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed large-scale mixed-use development special use permit and may be necessary in the Council's opinion to meet the objectives herein set forth. Upon the granting of said large-scale mixed-use development special use permit, any such conditions must be met in connection with the issuance of permits by applicable enforcement agents or officers of the City. Such conditions include those set forth in §300-35D.(1) through (4), or any that the Council determines reasonable and necessary.

F. Other conditions for approval. The application for a large-scale mixed-use development special use permit shall meet the conditions and provisions set forth in §300-35E. through (H).

G. Standards for large-scale mixed-use development special use permits.

The following individual standards are hereby established for large-scale mixed-use development special use permits:

(1) Area standards. The proposed development shall meet the minimum lot area, width and depth; yard; and maximum building height requirements for large-scale mixed-use development as set forth in the Schedule of Use and Bulk Regulations for the TC-1 District.

(2) In the case that the proposed large-scale mixed-use development contains any use which would be individually subject to a special permit from the Planning Board, the standards for such use, as provided in in §300-37., shall apply, unless the City Council determines that the application of said standards is unreasonably or unnecessary or impractical due to the unique characteristics of the site, mix of uses or other factors.

(3) At a minimum, the special use permit application must be accompanied by a site plan prepared in accordance with §300-52.

(4) To the maximum extent practicable, buildings shall be situated in a manner so that the front façade and the main entry face to the street line.

(5) Off-street parking.

(a) The City Council may modify the area requirements (length and width) of off-street parking spaces as set forth in §300-44. provided that in no case shall the width be decreased by more than 6 inches and the length by no more than one foot. In granting such reductions, the City Council shall consider such benefits as increased landscaping and screening within and adjacent to off-street parking areas;

(b) When based on a Parking Analysis, the City Council may reduce the off-street parking space and loading berth requirements as set forth in §300-45 provided that the parking capacity to be provided will substantially meet the intent of this Article. The Parking Analysis shall be prepared assuming peak-hour utilization and demonstrate that sufficient parking spaces will exist so that no overflow parking is likely to occur in any public street; and

(c) The City Council may permit a portion, not to exceed 25%, of the total required spaces, the total number of which shall be determined pursuant to §300-38.G.(5)(b) above, to be located at an off-site location no further than 300 feet from the premises to which they are appurtenant.

(6) Shared parking. The use or uses proposed for the large-scale mixed-use development shall provide the required number of off-street parking spaces pursuant to §300-45., except that the number of required spaces may be reduced if the City Council finds that the parking capacity to be provided will substantially meet the intent of this Article by reason of variation in the probable time of maximum use by patrons, employees or residents of such establishments, provided that:

(a) The City Council shall base its finding upon a Shared Parking Analysis to be prepared, assuming peak-hour utilization, to demonstrate that sufficient parking spaces will exist so that no overflow parking is likely to occur in any public street; and

(b) In the event that any establishment changes use, the applicant seeking approval for the new use or uses shall adequately demonstrate, based upon a Shared Parking Analysis, that the new use configuration will continue to allow for sufficient parking capacity, or alternatively, that additional off-street parking spaces will be provided to ensure such capacity.

(7) Off-street parking is prohibited in the front yard. Parking shall be located to the rear of the principal buildings. The City Council may allow parking in a side yard, provided that said parking area shall be screened from the street and pedestrian traffic by means of a planted strip or

fence. Parking areas shall be located a reasonable distance from principal buildings or outside decks or recreational spaces and shall be suitably screened from said buildings and spaces with appropriate landscape materials.

(8) When abutting a residential district, off-street parking areas must be appropriately landscaped and screened.

(9) The applicant shall make provisions for the maintenance of any open space or common areas in a manner that is satisfactory to the City Council.

(10) Mature trees in excess of eight inches dbh (diameter breast height) shall be identified on the site plan. The proposed development shall incorporate such mature trees into the plan to the maximum extent practicable.

(11) Where provided, dumpsters shall be located in a fenced enclosure which shall be suitably screened with appropriate fencing and/or landscaping materials.

(12) On-site lighting shall be designed and situated so that it does not spill over onto adjoining residential properties or create potential driving hazards. The City Council may require a lighting plan to verify that the proposed lighting will not present such adverse impacts.

H. Procedures. The powers and duties of the City Council in considering large-scale mixed-use development special permits shall be exercised in accordance with the procedures set forth in this article and in §300-36., except that, where relevant, said procedures shall apply to the City Council and not to the Planning Board.

§ 300-39. (Reserved)

City of Newburgh
Schedule of Use and Bulk Regulations
TC-1 Tourist Commercial District[1]

Use	Use Type	Minimum Lot Area (feet)	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Front Yard (feet)	Minimum Side Yard Each (feet)	Minimum Rear Yard (feet)	Maximum Building Height	
								Stories	Feet
One-family detached dwelling	P	7,500	50	100	15	10	20	2.5	35
One-family attached (duplex, town home)	P	2,500**	25	100	15	0/10*	20	3	45
Two-family dwelling	P	10,000	75	100	15	10	20	2.5	35
Mixed use: residential on upper floors only****	P	2,500	25	100	15	0/5*	20	3	45
Professional and business office	P	2,500	25	100	15	0/5*	20	3	45
Government office	P	2,500	25	100	15	0/5*	20	3	45
Tourist-related retail use	P	2,500	25	100	15	0/5*	20	3	45
Art and antique gallery	P	2,500	25	100	15	0/5*	20	3	45
Museum	P	2,500	25	100	15	0/5*	20	3	45
Church and similar place of worship	P	7,500	75	100	15	15	20	3	45
Assembly hall	SP	2,500	25	100	15	0/5*	20	3	45
Craft shop	SP	2,500	25	100	15	0/5*	20	3	45
Restaurant; bar	SP	2,500	25	100	15	0/5*	20	3	45
Fast-food restaurant, without drive-through facility	SP	2,500	25	100	15	0/5*	20	3	45
Laundromat	SP	2,500	25	100	15	0/5*	20	3	45
Conference center	SP	10,000	100	100	25	15	25	3	45
Hotel	SP	10,000	100	100	25	15	25	3	45
Theater	SP	10,000	100	100	25	15	25	3	45
Large-scale mixed use development*****	SP	20,000	100	100	15******	0/5******	20	6/4*******	65/45*******
Swimming pools accessory to one-family detached	A								
Other customary accessory uses and buildings, provided that such use is clearly incidental to the principal use	A								

P = Permitted SP = Special Permit Use A = Accessory Use

NOTES:

[1]In the TC-1 District, residential uses are not permitted east of Washington Place and Colden Street

* Where existing buildings share common wall, no side yard is required. All other buildings require five-foot side yard.

** Minimum area is per unit.

**** One dwelling unit is permitted for each 1,000 square feet of gross floor area per upper story floor.

*****Only applicable to lots with frontage on Broadway pursuant to Section 300-38.

******Front and side yard requirements may be waived, reduced or otherwise modified at the discretion of the City Council as part of the Special Use Permit process.

*******Six stories (65 feet) are permitted within 200 feet of Broadway; four stories (45 feet) are permitted beyond 200 feet pursuant to Section 300-38.

RESOLUTION NO.: 81 - 2013

OF

APRIL 22, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WORKFORCE DEVELOPMENT INSTITUTE TO DEVELOP A BUSINESS ADVISORY COUNCIL OF LOCAL EMPLOYERS TO PROVIDE EMPLOYMENT OPPORTUNITIES FOR QUALIFIED CITY OF NEWBURGH RESIDENTS AT A COST TO THE CITY OF $50,000.00

WHEREAS, by Resolution No. 185-2011 of September 12, 2011, the City Council of the City of Newburgh authorized the City Manager to execute a contract with the Workforce Development Institute (hereinafter "WDI") to recruit and hire a Program Coordinator, establish a specific selection and assessment criteria within the Newburgh population, review caseloads and establish enrollment, engagement and reporting requirements and protocols with community organizations; and

WHEREAS, the term of the initial contract for the first phase of such services was effective through December of 2011 and by Resolution No. 18-2012 of February 14, 2012, the City Council extended the term of this contract to April 30, 2012; and

WHEREAS, WDI completed the initial phase of the project and by Resolution No. 52-2012 of April 23, 2012, the City Council authorized the City Manager to execute a contract with WDI to provide the next phase of services; and

WHEREAS, WDI has completed the second phase of its services and now proposes to assist the City of Newburgh in developing a Business Advisory Council of local employers to provide employment opportunities for qualified City of Newburgh Residents as set forth in the "Scope of Services" of the contract annexed hereto and made part hereof; and

WHEREAS, this Council has determined that entering into a new contract with WDI for the purpose of developing a Business Advisory Council is in the best interests of the City of Newburgh and its residents and citizens alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to a contract with Workforce Development Institute to provide assistance in the development of a Business Advisory Council at a cost to the City of $50,000.00.

CONTRACTUAL AGREEMENT

PARTIES

This **CONTRACT** is between the City of Newburgh as the **FUNDER** and the Workforce Development Institute (WDI) as the **CONTRACTOR**. The respective locations and contacts are as follows:

City of Newburgh
83 Broadway
Newburgh NY 12550

Workforce Development Institute
96 South Swan St.
Albany, NY 12210

PURPOSE OF CONTRACT

The City of Newburgh has suffered from high unemployment for a number of years, and residents have expressed frustration at an inability to find employment. The purpose of this agreement is for WDI to provide assistance to the City of Newburgh to develop a program to help City of Newburgh residents find employment. WDI contracted services will focus on outreach to employers to find positions (the demand side). The City of Newburgh will compensate WDI for WDI's efforts as outlined below.

SCOPE OF SERVICES

WDI will provide the following:

- Work with the City to develop a Business Advisory Council (BAC), the goal of which is to engage local employers in discussions about employment trends, skills required, and potential openings, and ultimately obtain commitments from BAC members and other private and non-profit employers to hire qualified City of Newburgh residents. The BAC will represent a cross-section of major economic sectors representative of City and regional employers. It is intended that the BAC may be a collaborative BAC developed in conjunction with the Workforce Investment Board (WIB) and other entities.
- Engage a minimum of 20 employers and obtain commitments from 10 employers to participate on the BAC.
- Hold regular BAC meetings every other month, beginning in July of 2013.
- Facilitate the BAC meetings – help develop agendas, keep employers engaged.
- Perform outreach to regional employers (over and above those on the BAC) with a goal of understanding employment trends, growth opportunities, skills requirements for various jobs. Obtain commitments from these businesses to hire qualified City of Newburgh residents.
- Develop business profiles on employers. Profiles will include background information about the company, types of jobs for which it hires, skills required of the jobs, turnover rates, barriers to finding employees, growth potential, and jobs for which it plans to hire in the future. Develop 20 profiles which will be shared in an aggregate manner.

- The information generated from the BAC and through outreach to employers will be shared with local vocational service providers, the NYS Department of Labor, and others in an effort to find qualified individuals to fill the positions.

TIMEFRAME

This agreement is valid from May 1, 2013 through April 30, 2014 and may be extended through mutual agreement.

COMPENSATION AND REPORTS REQUIRED FOR PAYMENT

The City of Newburgh has indicated it has limited funding, and that $50,000 is available for this initiative. The cost of developing a BAC and performing outreach to employers as described above is significantly more than $50,000. WDI acknowledges this discrepancy and is willing to commit other resources to support the differential.

The $50,000 that is available for the initiative will be paid in monthly installments from the City of Newburgh to WDI, upon submission of an invoice. The invoice will also include a declarative statement that 1/12 of the $50,000 in costs has been incurred during the month in question.

Note that implementation of the items as outlined under Scope of Services may be accomplished by a few WDI staff members, including a Project Manager, the Hudson Valley Regional Director, the Director of Operations, and an Economic Development Specialist. All of these staff members will assist in the development of the BAC and in outreach to employers.

The WDI will submit a quarterly report to the City of Newburgh regarding the progress to date on July 15, October 15, January 15, and then a final report including a compilation of all business profiles and a recommendation for moving forward by April 15. Reports will include details on numbers of employers profiled, numbers of employers serving on the BAC, and numbers of positions that have been committed to the City of Newburgh residents (and filled).

TERMINATION

If either party fails to perform any material obligation under this Agreement or violates material terms or condition of this Agreement, and such failure or violation is not cured within ten (10) days following receipt of a notice from the non-breaching party describing the default or failure, then the non-breaching party shall have the right to terminate this Agreement upon written notice to the other.

Edward Murphy Executive Director Workforce Development Institute	Rick Herbek City Manager City of Newburgh, NY
Date	Date

WDI Workforce Development Institute

96 South Swan Street
Albany, NY 12210

Tel: 518.463.2141
Fax: 518.432.5609
www.wdiny.org

April 10, 2013

Mr. Rick Herbek
City Manager
City of Newburgh
83 Broadway
Newburgh, NY, 12550

Dear Mr. Harbek:

I am following up on our meeting with the City Council on April 4, where I stated that the Workforce Development Institute (WDI) is willing to devote resources, over and above that which is available from the City of Newburgh's CDBG grant, to development of a supply-demand employment model in Newburgh.

WDI knows the City of Newburgh has suffered from high unemployment for a number of years, and residents have expressed frustration at an inability to find employment. As discussed in the Council meeting, provided that the City of Newburgh contracts with WDI for a demand side project, WDI will provide additional assistance to the City of Newburgh to develop a program to help City of Newburgh residents find employment. The supplemental program will focus on outreach to employers to find positions (demand side) and then working with vocational service providers to find/screen appropriate candidates (supply side).

Supplemental tasks provided by WDI for residents of the City of Newburgh will not be reimbursed by the City. Rather, WDI will assume the costs associated with these tasks from WDI's own resources in order to complement work performed under a CDBG related contract for which the City is compensating WDI. These uncompensated costs are estimated at more than $50,000.

WDI is willing to perform these additional tasks related to development of an employment program for the City of Newburgh because the project is within WDI's mission to create and retain good jobs in New York State. In addition, it is anticipated that creation of a successful employment model in Newburgh may be used by WDI in other parts of the state.

To that end, WDI will provide the following tasks, *uncompensated*:

- Take information gathered from outreach to local employers/work of the Business Advisory Council (BAC) to local vocational service providers in order to find City of Newburgh residents qualified for the positions.
- Work with vocational service providers to ensure City of Newburgh residents/job candidates are adequately screened before candidates are put forward to local employers.
- Work with the City, vocational service providers, the NYSDOL, and others to develop an employment screening program (such as work readiness programs) that would direct applicants to programs and services that will help make them more employment-ready.
- Assist vocational service providers in the development of new training initiatives to meet the specific needs of employers.
- Assist potential job candidates in making the connection with employers.
- Track outcomes/progress of individuals placed into employment opportunities.
- Once a track record of placing City of Newburgh residents into employment has been established, seek outside funding for renewal of the project and additional staffing.

The time period in which WDI will perform these tasks is the same as that included under the compensated contract, or from May 1, 2013 through April 30, 2014.

Reporting associated with these tasks will be performed on a quarterly basis on the same schedule as that developed for the compensated contract.

Rick, I look forward to working with you, and hope that together we can make a real difference in the City of Newburgh.

Sincerely,

Edward Murphy
Executive Director

RESOLUTION NO.: 82 - 2013

OF

APRIL 22, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO NATURAL GAS AND ELECTRIC CONTRACTS WITH HESS CORP.
THROUGH THE MUNICIPAL ELECTRIC AND GAS ALLIANCE ("MEGA")
FOR A TWO (2) YEAR TERM AT A FIXED RATE

WHEREAS, by Resolution No. 276-2010 of December 13, 2010, the City Council of the City of Newburgh authorized the City Manager to execute contracts for the provision of natural gas and electric for a two (2) year term at a fixed rate with Hess Corporation as the Municipal Electric and Gas Alliance's ("MEGA") endorsed supplier for the Central Hudson Utility Service; and

WHEREAS, , Municipal Electric and Gas Alliance ("MEGA") has been promoting utility savings to Municipalities across New York State and the purpose of entering into the contracts with Hess Corporation for the supply of natural gas and electric was to lower the City's utility costs; and

WHEREAS, pursuant to the last twelve (12) months of the initial two-year contract with Hess Corporation, the City of Newburgh has realized a savings of $28,735.00; and

WHEREAS, this Council finds that continuing to maintain the City's utility cost savings through the renewal of such contracts 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 City Manager be and he is hereby authorized to execute contracts for the provision of Natural Gas and Electric for a two (2) year term at a fixed rate to the City of Newburgh in the general form attached hereto with Hess Corporation, with all such terms and conditions as may be required by the Corporation Counsel.

The Power of Partnership
MEGA
MUNICIPAL ELECTRIC & GAS ALLIANCE
A Local Development Corporation
P.O. Box 88 • Ithaca, New York 14851
Phone: 1-518-465-1473
http://www.megaenergy.org

ELECTRIC AND NATURAL GAS SUPPLY ENDORSEMENT
Winter-Spring 2013

Dear MEGA Participant,

MEGA is pleased to provide this endorsement of Hess Corp.'s electricity and natural gas pricing program for Central Hudson utility customers, through January 31, 2016. Hess Corp.'s pricing, whether you opt for variable or fixed pricing will provide you with the best pricing, based on their competitive public bid received by MEGA in January. As you know, MEGA, the Municipal Electric and Gas Alliance, operates in partnership with the New York State Association of Counties, and serves more than 250 municipalities across New York State.

Electricity Program
Hess's approach offers two approaches for variable pricing, plus fixed pricing. A fixed price, including energy, capacity, ancillary services and losses, will stabilize your costs going forward up to nearly 3 years if you choose. Recent volatility in electric markets have prompted many MEGA participants to select fixed pricing so that "budget certainty" can be attained for public agencies.

Hess's variable pricing will allow you to save compared to utility rates, but without the stability provided by fixed pricing. Option 1 is to have the costs of capacity, ancillary and losses bundled together within the fixed "adder." Option 2 would have the cost of these elements passed through by Hess based on current market conditions, in addition to the variable price for energy. Savings might be increased, but variability will be increased too.

If you are considering whether to select fixed or variable pricing for any of Hess's supply options, please feel free to discuss with MEGA's consultants, EnergyNext, at 518-580-9244.

Natural Gas Program
We are delighted that Hess's basis price bid was significantly lower for this procurement, reflecting market conditions at the time of the bid. In addition to offering the lowest basis price bid, Hess also offers excellent approaches to help you manage your natural gas costs and reduce uncertainty in this sometimes volatile market. Two Hess programs, its PRiME and its Price Protection programs are available to all MEGA participants. The PRiME program will allow you to manage your natural gas pricing based on whether you want to take a Conservative, Moderate or Aggressive approach. Once you have make that choice, in consultation with Hess's representative and/or MEGA's consultants, Hess will procure your natural gas requirements based on your chosen risk profile.

The Price Protection program allows you to have variable pricing that is capped by an upper limit, not to be exceeded. In this case, your Hess representative will help you determine the pricing parameters that are best for your fiscal plans.

MEGA is delighted to offer these programs from Hess because we believe it will allow our participants to use the most advanced tools to manage natural gas costs .

Thank you for your continued participation in MEGA. We are delighted to bring you continued savings, and increased choices for managing your electric and natural gas requirements.

Sincerely,

Ron Feldstein
Executive Director

HESS CORPORATION

One Hess Plaza, Woodbridge, NJ 07095
Phone: 1-800-HESS-USA
www.hessenergy.com

Marketer Name Loucks, Todd	Date 4/8/2013	Time 11:12:59AM

CUSTOMER INFORMATION

Customer Name City of Newburgh		☐ New ☒ Renewal	
Contact Name		Billing Contact	
Address City Hall 83 Broadway Newburgh, NY 12550		Billing Address	
Telephone	Fax	Telephone	Fax

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 12/23/2010 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	**Service Address**	**Utility Account No**	**Rate**
	83 Broadway	8265-1630-00	G220
	83 Broadway	8282-0080-00	G220
	83 Broadway	8666-0370-00	G220
	83 Broadway	8666-0420-00	G220
	83 Broadway	8666-0770-00	G220
	83 Broadway	8666-0925-00	G220
	83 Broadway	8667-0560-01	G220
	83 Broadway	8670-1130-00	G220
	83 Broadway	8670-1355-00	G220
	83 Broadway	8672-0820-03	G220
	83 Broadway	8673-0915-00	G220
	83 Broadway	8681-0950-00	G220
	83 Broadway	8681-0970-00	G220
	83 Broadway	8681-0980-00	G220
	83 Broadway	8683-1435-02	G220

Delivery Period	Begin: 05/01/2013 End: 04/30/2015 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.
Delivery Point	Central Hudson/CHUD DCQ POOL

Contract Quantity (Dth)	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below. ______ Daily __x__ Monthly
Tax Exemption	[___Non-exempt [___ Exempt If exempt, must attach certificate.
Purchase Price	See special provisions below.
Special Provisions	For inquiries related to your purchase, or for any other questions or complaints against Hess, please contact Hess at the address above. For general inquiries related to the sale and delivery of gas you may contact the New York Public Service Commission ("PSC"), Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at http://www.dps.state.ny.us. For consumer complaints, contact the New York Department of Public Service at 1-800-342-3377. Customer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential customers do not apply; and (b) upon any discontinuance of service by Hess, Hess will return the Customer to full Utility service by the next effective drop date permitted by the Utility and upon at least fifteen (15) days prior notice. Furthermore, the Parties agree that the following representations will be added to Section 13(B)(f) of the Agreement, as a new subsections (v) and (vi), respectively: "(v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered a Default under Section 11(iv); and (vi) neither it, nor any Transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Practices of the New York Public Service Commission and the State of New York General Business Law § 349-d), and Buyer acknowledges that this representation is a material inducement to Seller entering into any Transaction." Customer Disclosures: A. Length of the agreement and end date: The Agreement may only terminate upon notice (i) as a result of a Default (provided that notice is not required in a Bankruptcy situation); (ii) for any reason so long as the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; and (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement. B. Process Customer may use to rescind the agreement without penalty: There are no contractual rights to rescind without penalty or without calculation of a settlement amount and Net Settlement Amount.* C. Amount of Early Termination Fee and method of Calculation: In "Section 12. Remedies" of the Agreement the non-defaulting Party has the right to terminate all Transactions, calculate a settlement amount and Net Settlement Amount for each Transaction and aggregate all amounts owing between the Parties under this Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement. Notwithstanding the foregoing, for any Transaction solicited through "door-to-door sales" (as such term is defined under the Uniform Business Practices of the PSC and the State of New York General Business Law § 349-d), the termination or early cancellation fee applicable to such Transaction is subject to limitation.** D. Amount of Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the Agreement sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting

May	562	November	1,530
June	174	December	2,472
July	72	January	2,778
August	72	February	2,320
September	269	March	2,005
October	974	April	1,160

payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement.

* According to the State of New York Public Service Commission's Uniform Business Practices residential customers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

** According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" customers may not be charged a termination or early cancellation fee in excess of the greater of: (i) $100 if the remaining term is 12 months or less and $200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the customer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Price Protection: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation, during each month of the Delivery Period (excluding the Renewal Term) will equal the fixed Basis charge of $2.616 per Dth, plus the applicable Commodity charge for that month. Buyer acknowledges that the Basis charge includes costs associated with setting the Commodity charge. Unless the Commodity charge has been set by agreement of the Parties per the restrictions below, for each month the "Commodity charge" shall be the per Dth price equal to the lesser of (1) $4.500 or (2) the New York Mercantile Exchange ("NYMEX") settlement price on the expiration date for that month's NYMEX Henry Hub natural gas futures contract.

Commodity charge restrictions:

The Commodity charge may be set by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX futures contract.

Buyer acknowledges that the Commodity charge may not be set (fixed) for more than 36 months but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on the secure section of HessEnergy.com. The Max Commodity Date is currently 4/30/2015. The Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as Richard Herbeck [citymanager@cityofnewburgh-ny.gov]. Seller will generate a confirmation to be sent to your Responsible Trigger Contact when the Commodity charge is fixed ("Trigger Confirmation"). Such Trigger Confirmations are to be regarded as a part of this Transaction Confirmation. All Trigger Confirmations are binding upon receipt by Buyer. Any notices regarding those Trigger Confirmations must be sent to trigger@hess.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Hess Account Manager.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation, nor will any communication (written or oral) received from Seller be deemed to be an assurance or guarantee as to any results expected from executing this Transaction Confirmation.

Delivery Point:

Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer

	as further provided in the Agreement.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 2013564928 .

BUYER: City of Newburgh	SELLER: Hess Corporation
By: ______________________	By: ______________________
Print Name: Richard F. Herbek	Print Name: ______________________
Title: City Manager	Title: ______________________
Date: ______________________	Date: ______________________

HESS CORPORATION 48450 - 0

1 Hess Plaza Woodbridge, NJ 07095

Phone: 1-800-Hess-USA

www.hessenergy.com

Marketer Name	Todd Loucks	Date	04-08-2013	Time	11:16:33 AM

CUSTOMER INFORMATION

☐ New ☒ Renewal ☐ Mixed

Customer	City of Newburgh		
Contact Name			
Address	City Hall 83 Broadway NEWBURGH NY 12550		
Telephone		**Fax**	

ELECTRICITY TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 12/23/2010, as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations	See attached Exhibit A for details.
Delivery Period	Term (# of months): 24 Months Start: For each Service Location, the first meter read date on or after 05/01/2013 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.
Delivery Point	See attached Exhibit A for details.
Contract Quantity	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed on the attached Exhibit A.
Tax Exemption Status	☐ Non-Exempt ☐ Exempt **If exempt, must attach certificate.**
Purchase Price	**Fixed Adder @ 1.70 ¢/kWh** Fixed Adder includes Losses, Unforced Capacity, Ancillaries, Transmission (if applicable), Renewable Portfolio Standards (RPS) (if applicable). Energy is grossed up by losses and indexed to Day Ahead market.
Bill Type	☐ Consolidated ☑ Dual
Definitions	"On-Peak" hours are 7:00am to 11:00pm Monday through Friday, excluding the North American Electric Reliability Council (NERC) holidays. All other hours are "Off-Peak" hours.

Special Provisions	Service Locations: The account number for a Service Location shall be the Utility Account Number set forth on the Exhibit A attached to this Transaction Confirmation, or any replacement account number issued by the Utility from time to time. If, as determined by Seller (in its sole reasonable discretion), at any time during the Delivery Period of this Transaction Confirmation, Buyer receives or loses an allocation for a portion of the supply of Electricity from the New York Power Authority ("NYPA") under the Recharge NY program, or other similar program, and such receipt or loss results in a deviation from the Contract Quantity (or, as applicable, estimated Contract Quantities) as set forth herein, Buyer will be responsible for the losses and costs incurred by Seller as a result thereof, including the costs of obtaining and/or liquidating the allocation quantity. For inquiries and information regarding ESCOs and the competitive energy market, please contact the New York State Department of Public Service Commission's ("PSC") toll-free retail access number - 1(888) 697-7728, write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or e-mail the PSC at http://www.dps.state.ny.us. For consumer complaints, contact the New York Department of Public Service at 1-800-342-3377. For inquiries related to your purchase, or for any other questions or complaints, please contact Hess at the address above. In case of emergencies or outages please contact your local Utility directly. Customer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential customers do not apply; and (b) upon any discontinuance of service by Hess, Hess will return the Customer to full Utility service by the next effective drop date permitted by the utility and upon at least fifteen (15) days prior notice. Furthermore, the Parties agree that the following representation will be added to Section 13(B)(f) of the Agreement, as a new subsections (v) and (vi),respectively: "and (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered a Default under Section 11(iv) and (vi) neither it, nor any Transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Practices of the New York Public Service Commission and the State of New York General Business Law § 349-d), and Buyer acknowledges that this representation is a material inducement to Seller entering into any Transaction." Customer Disclosures: A. Length of the agreement and end date: The Agreement may only terminate upon notice (i) as a result of a Default(provided that notice is not required in a Bankruptcy situation); (ii) for any reason so long as the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; and (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement. B. Process customer may use to rescind the agreement without penalty: There are no contractual rights to rescind without penalty or without calculation of a settlement amount and Net Settlement Amount.1 C. Amount of Early Termination Fee and method of Calculation: In "Section 12. Remedies" of the Agreement the non-defaulting Party has the right to terminate all Transactions, calculate a settlement amount and Net Settlement Amount for each Transaction and aggregate all amounts owing between the Parties under this Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement. Notwithstanding the foregoing, for any Transaction solicited through "door-to-door sales" (as such term is defined under the Uniform Business Practices of the PSC and the State of New York General Business Law § 349-d), the termination or early cancellation fee applicable to such Transaction is subject to limitation.2 D. Amount of Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the Agreement sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement. 1 According to the State of New York Public Service Commission's Uniform Business Practices residential customers have the right to cancel a sales agreement, without penalty, within three business days after its receipt. 2 According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" customers may not be charged a termination or early cancellation fee in excess of the greater of: (i) $100 if the remaining term is 12 months or less and $200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the customer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Settlement Sheet

Total Charge = Energy + Fixed Adder

Energy Formula is as follows:

$$\sum_{n=1}^{n}(Q_n(1+LF))*LBMP_{DZ}$$

Fixed Adder Formula is as follows:

$$\sum_{n=1}^{n} Q_n * \text{Fixed Adder}$$

Legend:	**Units:**
n=hours in the month	Energy - ¢/kWh
Q=Actual energy used in hour n (kWh)	Block - ¢/kWh
Bn = Volume of block purchased each hour (kWh)	Basis - ¢/kWh
BP = Block Price (¢/kWh)	Capacity - ¢/kW - month
LF= Line Loss Factor	Ancillaries - ¢/kWh
$LBMP_{DZ}$ = Hourly NYISO Zonal LBMP Delivery Zone (¢/kWh)	Fixed Adder - ¢/kWh
LBMPHUB = Hourly NYISO Zonal LBMP Hub (ISO reference point) (¢/kWh)	
UCAP = Unforced Capacity (kW)	

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION BY FACSIMILE TO (201) 356-4928

Buyer	City of Newburgh	**Seller**	Hess Corporation
By:		**By:**	
Print Name:	Richard F. Herbek	**Print Name:**	
Title:	City Manager	**Title:**	
Date:		**Date:**	

Pricing Date Stamp: 4/8/2013 11:16:33 AM using 4/8/2013 11:00:45 AM forwards Proposal Id : 48450 - 0 Printed By: Rebecca Auresto On 4/8/2013 11:16:33 AM

HESS CORPORATION

One Hess Plaza Woodbridge, NJ 07095

Phone: 1-800-Hess-USA

www.hessenergy.com

Exhibit A Service location : Details

Estimated Monthly Contract Quantities (kWh)

	1	2	3	4	5
ACCOUNT NUMBER	8666037000	8666042000	8666076000	8672082003	8673049000
ADDRESS	83 Broadway NEWBURGH NY 12550	83 Broadway NEWBURGH NY 12550	83 Broadway NEWBURGH NY 12550	83 Broadway NEWBURGH NY 12550	83 Broadway NEWBURGH NY 12550
UTILITY	CHUD	CHUD	CHUD	CHUD	CHUD
Delivery Zone	G	G	G	G	G
Capacity Oblg (kW)	67	163	203	126	93
Transmission Oblg (kW)	0	0	0	0	0
Meter Read Date	05/06/2013	05/06/2013	05/03/2013	05/08/2013	05/30/2013
May 2013	11,286	52,454	115,731	29,500	2,535
June 2013	16,720	71,143	141,689	45,105	43,071
July 2013	20,554	81,488	140,190	50,249	51,567
August 2013	19,640	80,405	144,988	47,288	45,675
September 2013	15,393	111,842	107,009	38,030	31,501
October 2013	10,480	11,280	107,034	34,421	29,278
November 2013	9,695	52,213	106,055	33,080	24,223
December 2013	10,953	52,164	111,742	35,021	30,550
January 2014	11,614	55,106	113,881	35,476	39,917
February 2014	10,161	50,331	103,538	31,869	44,620
March 2014	11,614	53,119	99,948	35,782	39,591
April 2014	10,140	48,956	104,923	35,394	27,958
May 2014	13,303	61,992	123,616	37,757	36,096
June 2014	16,867	71,662	143,119	45,481	43,399
July 2014	20,569	81,506	140,179	50,239	51,632
August 2014	19,499	79,902	144,089	46,958	45,407
September 2014	15,512	112,920	107,837	38,337	31,733
October 2014	10,480	11,280	107,079	34,421	29,264
November 2014	9,598	51,848	105,055	32,750	23,972
December 2014	11,042	52,405	112,083	35,294	30,813
January 2015	11,523	54,760	113,306	35,179	39,504
February 2015	10,161	50,331	103,538	31,869	44,620
March 2015	11,718	53,432	100,573	36,074	40,039
April 2015	10,137	48,954	105,127	35,436	27,950
May 2015	2,136	9,972	7,885	8,593	33,871
Total	**320,795**	**1,461,465**	**2,810,214**	**919,603**	**888,786**

HESS CORPORATION

One Hess Plaza Woodbridge, NJ 07095

Phone: 1-800-Hess-USA

www.hessenergy.com

Exhibit A Service location : Details

Estimated Monthly Contract Quantities (kWh)

	6	7	
ACCOUNT NUMBER	8681095700	8683144000	TOTAL
ADDRESS	83 Broadway NEWBURGH NY 12550	83 Broadway NEWBURGH NY 12550	
UTILITY	CHUD	CHUD	
Delivery Zone	G	G	
Capacity Oblg (kW)	25	206	
Transmission Oblg (kW)	0	0	
Meter Read Date	05/13/2013	05/21/2013	
May 2013	2,004	26,908	240,418
June 2013	5,951	78,399	402,078
July 2013	13,496	87,437	444,981
August 2013	7,828	92,974	438,798
September 2013	2,396	96,317	402,488
October 2013	3,017	81,682	277,192
November 2013	8,825	78,022	312,113
December 2013	16,621	83,987	341,038
January 2014	17,775	84,167	357,936
February 2014	14,130	73,218	327,867
March 2014	11,175	79,533	330,762
April 2014	8,191	76,264	311,826
May 2014	3,220	75,298	351,282
June 2014	6,027	78,958	405,513
July 2014	13,530	87,453	445,108
August 2014	7,789	92,355	435,999
September 2014	2,401	96,835	405,575
October 2014	3,031	81,707	277,262
November 2014	8,727	77,493	309,443
December 2014	16,707	84,435	342,779
January 2015	17,627	83,664	355,563
February 2015	14,130	73,218	327,867
March 2015	11,278	79,999	333,113
April 2015	8,177	76,261	312,042
May 2015	1,293	48,880	112,630
Total	**225,346**	**1,975,464**	**8,601,673**

RESOLUTION NO.: 83 - 2013

OF

APRIL 22, 2013

RESOLUTION AMENDING RESOLUTION NO: 223 - 2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $1,004,000.00 FROM
GENERAL "FUND BALANCE" TO CAPITAL FUND
FOR THE PURPOSE OF PURCHASING VEHICLES

WHEREAS, by Resolution No. 24-2013 of January 28, 2013, the City Council of the City of Newburgh authorized the issuance of bond anticip ation notes to finance the purchase of replacement vehicles for the Fire Department and the Department of Public Works; and

WHEREAS, the City of Newburgh has the opportunity to purchase the replacement vehicles through a New York State contract; and

WHEREAS, the purchase orders for the replacement vehicles must be submitted prior to the closing of the bond financing; and

WHEREAS, the funds for the purchase of the vehicles is available from the General Fund and will be replaced when the bond anticipation notes have been issued; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to make the funds available to purchase the replacement vehicles from the New York State contract.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
A.0000.0911	Fund Balance	$1,004,000.00	
H1.3412	Fire Department		
.0202.8101.2013	Motor Equipment		$ 465,000.00
H1.5132	DPW-Garage		
.0202.8101.2013	Motor Equipment		$ 144,000.00

H1.5133	DPW-Police Garage	
.0202.8101.2013	Motor Equipment	$ 175,000.00
HS.8160	Sanitation	
.0202.8101.2013	Motor Equipment	$ 220,000.00

RESOLUTION NO.: 84 - 2013

OF

APRIL 22, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH
INTERNATIONAL DATA BASE CORP D/B/A
INTERACTIVE PROCUREMENT TECHNOLOGIES BY BIDNET
TO PROVIDE FOR WEB-BASED SOLICITATION AND BIDDING SERVICES

WHEREAS, the City of Newburgh wishes to enter into the attached Agreement with International Data Base Corp., d/b/a Interactive Procurement Technologies by BidNet ("iPT"); and

WHEREAS, this agreement will authorize iPT to provide web-based solicitation and bidding services, including maintenance and support services; and

WHEREAS, these services will expand the City's vendor base for competitive bidding and streamlining some of the documents for the solicitations; and

WHEREAS, there is no subscription fee for the services with the exception of reimbursement for postage fees incurred to produce the mailing to suppliers and a programming fee if customized work is requested at a rate of One Hundred and Twenty-Five ($125.00) Dollars per hour; and

WHEREAS, this Council has reviewed such agreement and has determined it to be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into and execute the attached agreement to provide for web-based solicitation system, providing on-line bidding services, including maintenance and support services in the general form attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of the City of Newburgh.

Phone #: (800) 835-4603
Fax #: (800) 721-6985

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as "the Agreement") are City of Newburgh (hereinafter referred as the "Participating Organization") and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 20A Railroad Avenue, Albany, New York 12205 (hereinafter referred to as "IPT").

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as "The Network")

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by IPT;

THE PARTIES AGREE:

1. **Description of Services:** System Membership: The Participating Organization has agreed to join The Network. It is understood that IPT will provide the Participating Organization with access to The Network.

2. **Term of Agreement:** This Agreement shall become effective on the date of the execution for an initial term of twelve (12) months (the "Initial term"). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. **Payment for Services**:

   3.1 Participating Organization Fees:

   3.1.1. Subscription Fees: There will be no subscription fees incurred by the Participating Organization under this Agreement.

   3.1.2. Mailing Fees: IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.

   3.1.3. ~~Press Release Fees: IPT will send an invoice to the Participating Organization for reimbursement of Press Release distribution fees incurred to distribute Press Release.~~

   3.1.4. Programming Fees: The Participating Organization agrees to use The Network on an "as is" basis. Any customized work requested by the Participating Organization shall be made available at One Hundred and Twenty-five dollars ($125) per hour.

Phone #: (800) 835-4603
Fax #: (800) 721-6985

3.1.5. Surplus Auction Fees: Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.

3.1.6. Future Enhancements: IPT reserves the right to offer future services to the Participating Organization which may or may not include service fees.

3.2 Supplier Registration Fees:

3.2.1. Basic Service: This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they are able to view opportunities before they close. This includes bids, addendums and awards.

3.2.2. Optional Value Added Service: Suppliers that choose to register for the value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.

3.2.3. Future Enhancements: IPT reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.

5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.

6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.

7. **Governing Law:** This Agreement shall be governed by the laws of the State of New York.

8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT.

10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from IPT prior to showing demonstrations of The Network to any third party.

Phone #: (800) 835-4603
Fax #: (800) 721-6985

11. **Warranty:** IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.

12. **Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

City of Newburgh
83 Broadway
Newburgh, NY 12550

Name: ______________________

Title: ______________________

Date: ______________________

Signature: ____________________

Interactive Procurement Technologies by BidNet ®, a division of
International Data Base Corp.

Name: **Dan Ansell**

Title: **Vice President**

Date: ______________________

Signature: ____________________

APPROVED AS TO FINANCES

____

Kathryn Nivins
Acting Comptroller

APPROVED AS TO FORM

____

Michelle Kelson
Corporation Counsel

RESOLUTION NO.: ___95___ - 2013

OF

APRIL 22, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH PRECISION PIPELINE SOLUTIONS TO ALLOW ACCESS TO CITY-OWNED PROPERTY AS A STAGING AREA FOR PIPE, EQUIMPMENT AND RELATED MATERIALS FOR VARIOUS PROJECTS DURING THE 2013 CONSTRUCTION SEASON

WHEREAS, the Precision Pipeline Solutions has requested access to City-owned property located at 207 Carpenter Avenue and identified as Section 17, Block 5, Lot 6, on the tax map of the City of Newburgh for the purpose of temporary storage of pipe, equipment and related material for various projects during the 2013 construction season; and

WHEREAS, such access to the subject property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Precision Pipeline Solutions to allow access to City-owned property for the purpose of temporary storage of equipment and materials as a staging area for work to be performed during the 2013 construction season.

LICENSE AGREEMENT

This Agreement, made this _____ day of _______________, two thousand and thirteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and PRECISION PIPELINE SOLUTIONS, a private business organization having an address at 617 Little Britain Road, New Windsor, New York 12553 and its consultants and sub-contractors, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

Property identified as lands of the City of Newburgh, 207 Carpenter Avenue, Section 17, Block 5, Lot 6 on the tax map of the City of Newburgh;

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 207 Carpenter Avenue, Section 17, Block 5, Lot 6, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary and for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for work to be performed during the 2013 construction season.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fourth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and/or consultants, Licensee and such agents, contractors and/or consultants shall name and/or treat and hold Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said staging work shall be performed in substantially the location of 207 Carpenter Avenue, Section 17, Block 5, Lot 6, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

Eighth: Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

WITNESSETH: THE CITY OF NEWBURGH

LICENSOR

By: ______________________________

Richard F. Herbek, City Manager

PRECISION PIPELINE SOLUTIONS

LICENSEE

By: ______________________________

Name:

Title:

RESOLUTION NO.: __86__ - 2013

OF

APRIL 22, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH KISKA CONSTRUCTION TO ALLOW ACCESS TO CITY-OWNED PROPERTY AS A STAGING AREA AND FOR PURPOSES RELATING TO MAINTENANCE AND REPAIR OF THE ROUTE 9W BRIDGE BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, the New York State Department of Transportation has commenced a maintenance and repair project for the Route 9W Bridge; and

WHEREAS, KISKA Construction has requested access to City-owned property in between the north side of Quassaick Creek and south side of the CSX Rail Road line that runs east to west below the above subject bridge identified as Section 43, Block 1, Lot 31, Section 43, Block 1, Lot 28, Section 43, Block 1, Lot 29.2 and Section 47, Block 2, Lot 12 on the tax map of the City of Newburgh for the purpose of temporary storage and management of equipment and materials as a temporary staging area for work to be performed on the Route 9W Bridge and adjacent property; and

WHEREAS, such access to the subject property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with KISKA Construction to allow access to City-owned property for the purpose of storage and management of equipment and materials as a staging area for work to be performed on the Route 9W Bridge and adjacent property.

LICENSE AGREEMENT

This Agreement, made this _____ day of _______________, two thousand and thirteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and KISKA CONSTRUCTION, a private business organization having an address at 110 W. Crooked Hill Road, Pearl River, New York 10965 and its consultants and sub-contractors, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following title:

SCHEDULE "A":

Properties identified as lands of the City of Newburgh as Section 43, Block 1, Lot 31, Section 43, Block 1, Lot 28, Section 43, block 1, Lot 29.2 and Section 47, Block 2, Lot 12 on the tax map of the City of Newburgh;

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's properties as indicated in Schedule "A", and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on property owned by Licensor, for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for work to be performed on adjacent and nearby properties for the purposes of and to perform maintenance, repairs and improvements to the Route 9W bridge in accordance with NYSDOT D261778.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fourth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and/or consultants, Licensee and such agents, contractors and/or consultants shall name and/or treat and hold Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said work shall be performed in substantially the location and position shown in Schedule "A", and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

Eighth: Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

WITNESSETH: THE CITY OF NEWBURGH

LICENSOR

By: ______________________________

Richard F. Herbek, City Manager

KISKA CONSTRUCTION

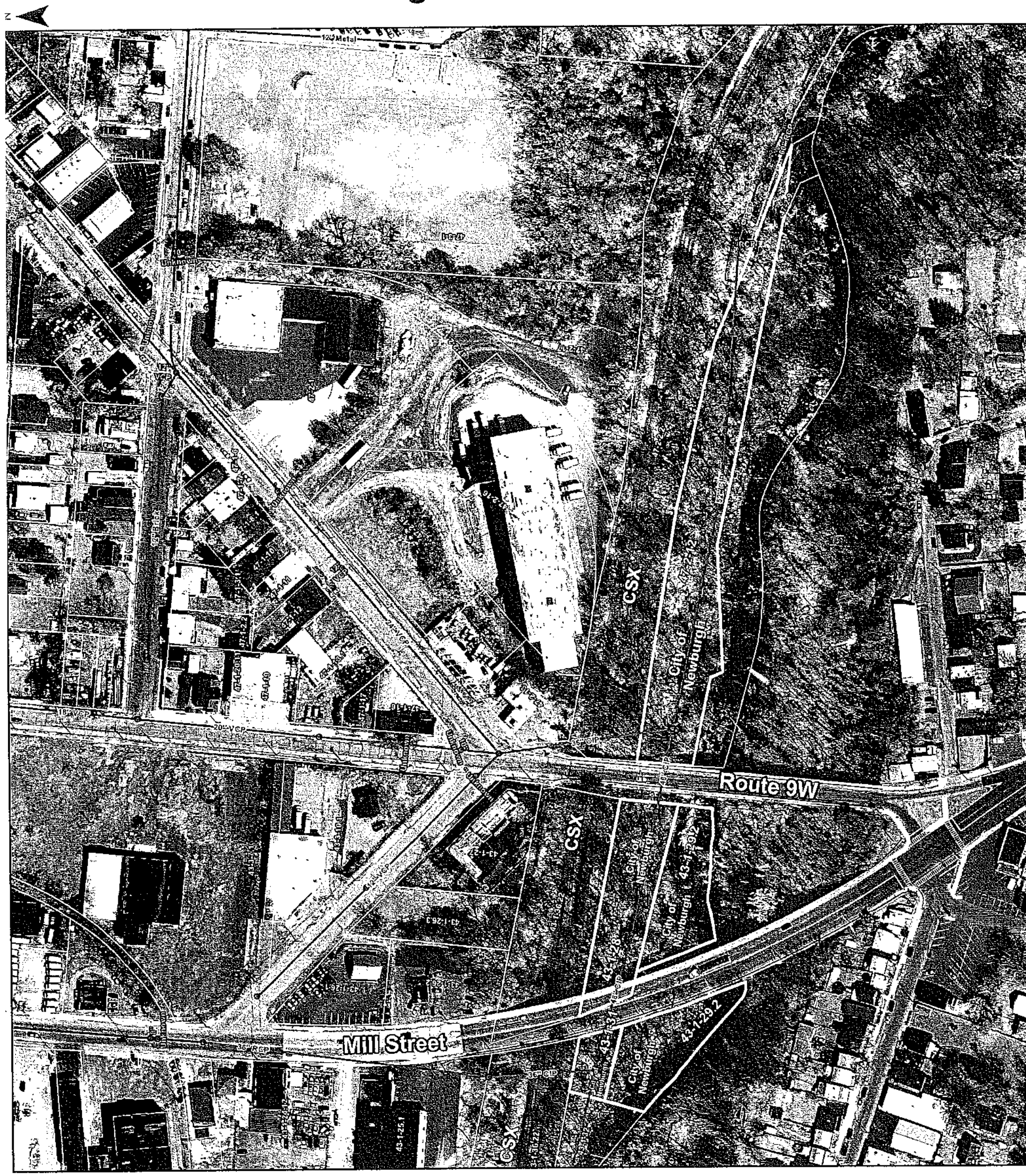
LICENSEE

By: ______________________________

Name:

Title:

Kiska Construction
Access Agreement - Schedule A



1 Inch = 200 Feet
4/9/13

GIS Department
LFF

FOR VISUAL REFERENCE ONLY

DISCLAIMER: City of Newburgh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness or suitability of this map for any particular purpose and/or for its infringement and assumes no liability for the use or misuse of such data.

RESOLUTION NO.: 87 - 2013

OF

APRIL 22, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES TO PROVIDE PERFORMING ARTISTS AND RELATED SERVICES IN CONNECTION WITH THE NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held in June 2013; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding from donations available in a Trust and Agency Account; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Account;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the Newburgh Illuminated Festival, with the net cost to the City of such agreements not to exceed the available funds in the Trust and Agency Account.

RESOLUTION NO. 88 - 2013

OF

APRIL 22, 2013

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH OPPOSING THE PROPOSED MERGER OF CH ENERGY GROUP, INC. WITH FORTIS, INC.

WHEREAS, Fortis, Inc. ("Fortis"), a multinational corporation with headquarters in Canada made an offer to purchase CH Energy Group, Inc. ("Central Hudson"), a publicly traded utility located in the Hudson Valley; and

WHEREAS, there are approximately 375,000 Central Hudson customers, representing approximately 680,000 persons, many of whom live in the City of Newburgh; and

WHEREAS, the Public Service Commission (PSC) must approve of this merger and in order to be approved the applicant must prove a net public benefit; and

WHEREAS, the PSC held only two hearings, on the same day, one of which was held at 3:30 in the afternoon, when much of the population was still at work; and

WHEREAS, the PSC staff recommended $85 million in community benefit funds for areas covered by Central Hudson, to which Fortis initially offered only $20 million before ultimately settling for less than $50 million in aid to our area; and

WHEREAS, Fortis has only guaranteed a rate freeze for 12 months; and

WHEREAS, Fortis is not committed to expanding its Alternative Energy portfolio and has publicly said they will continue to rely on natural gas; and

WHEREAS, Fortis has not committed to increase the resilience of the region's electricity system to major storms like Irene, Lee and Sandy, including through investment in a distributed generation network; and

WHEREAS, the public benefits offered by Fortis are not only one-time and short-term, and are outweighed by the future risks to Hudson Valley residents of achieving an affordable, sustainable and reliable supply of power; and

WHEREAS, the possible use of the North American Free Trade Agreement ("NAFTA") to override the PSC and New York State requirements to modernize energy should be of major concern to our State; and

WHEREAS, Assemblyman Kevin Cahill, former chair of the Assembly Energy Committee, has highlighted the possible use of NAFTA as a way to severely restrict the ability of the PSC to fully regulate merged Fortis/Central Hudson; and

WHEREAS, Fortis partner, Abitibi, initiated a NAFTA claim against Canada when Newfoundland expropriated property there, including some belonging to Exploits Hydro Partnership, in which Fortis owns 51% and Abitibi 49%; and

WHEREAS, Central Hudson workers would only be guaranteed jobs for a two year period, after which Fortis can begin to outsource work; and

WHEREAS, IBEW Local 320 is strongly opposed to this merger due to the loss of long term local jobs, which would devastate the Hudson Valley;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, at this time, cannot support the proposed merger of Central Hudson and the multinational corporation Fortis, Inc. as it has been proposed; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh urges the Public Service Commission to extend the period for public comment so that the City Council and other interested parties can have time to assess the full implications and potential impacts of the Central Hudson/Fortis merger; and

BE IT FURTHER RESOLVED, that the City Council urges the PSC to have a Public Recommended Decision, which will provide for a more transparent decision; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh be and hereby is directed to forward copies of this resolution to Governor Andrew Cuomo, members of the Public Service Commission c/o Jeffrey C. Cohen, Acting Secretary, Public Service Commission, New York State Senator William Larkin, Jr. and New York State Assemblyman Frank Skartados.

5b

Building Maintenance and Occupancy Ordinance

Proposed Plan and Timeline for Revision

SHORT TERM PLAN (March 2013-April 2013)

Outcomes: Amend Vacant Property Registry (Chapter 121 Buildings, Vacant)

Amend Rental License (Chapter 240 Rental Properties)

Steps: Propose amendments to Chapter 121 and 240 that address immediate concerns

Present Drafts to City Council for Discussion (April 18, 2013)

LONG TERM PLAN (March 2013-March 2014)

Outcome: Relying on national best practices, adopt consolidated building maintenance and occupancy ordinance.

Steps: Propose comprehensive changes to Vacant Property Registry (Chapter 121 Buildings, Vacant) and Rental License (Chapter 240 Rental Properties) that target criminal activity and owner and occupant responsibilities (March 2013-June 2013)

Host stakeholder scoping session(s) (July 2013)

Amend proposed changes consistent with stakeholder feedback (August 2013-September 2013)

Post final version for comment (October 2013)

Amend proposed changes consistent with comments (November 2013 – December 2013)

Present to City Council for Approval (December 2013)

DRAFT FOR DISCUSSION PURPOSES ONLY

ORDINANCE NO.: ______- 2013

OF

____

AN ORDINANCE RESCINDING THE LANGUAGE CONTAINED IN CHAPTER 121 ENTITLED "BUILDINGS, VACANT" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH AND AMENDING CHAPTER 121 ENTITLED "BUILDINGS, VACANT" TO REQUIRE THE MAINTENANCE OF VACANT PROPERTIES IN THE CITY OF NEWBURGH, ESTABLISHING REGISTRATION REQUIREMENTS, AND LEVYING A REGISTRATION FEE ON OWNERS OF VACANT PROPERTIES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that the language contained in Section 121, Buildings, Vacant, be and is hereby repealed in its entirety and that the same is hereby amended to read as follows:

§ 121-1 Findings and purpose.

The City of Newburgh contains many structures that are vacant in whole or large part; and in many cases the owners or other responsible parties of these structures are neglectful of them and are failing to maintain them or secure them to adequate standard or restore them to productive use. Many of these structures are in violation of state and local housing and property maintenance codes. It has been established that vacant and abandoned structures cause severe harm to the health, safety, and general welfare of the community, including diminution of neighboring property values, loss of property tax revenues, accumulations of trash and debris, increased risk of fire, and potential increases in criminal activity and public health risk, and the City of Newburgh incurs disproportionate costs in order to deal with the problems of vacant and abandoned structures, including but not limited to police calls, fire calls, and property inspections. It is in the public interest for the City of Newburgh to establish minimum standards of accountability for the owners or other responsible parties of vacant and abandoned structures in order to protect the health, safety, and general welfare of the residents of the City of Newburgh, and it is in the public interest for the City of Newburgh to impose a fee in conjunction with a registration ordinance for vacant and abandoned structures in light of the disproportionate costs imposed on the City by the presence of these structures.

§ 121-2 Definitions.

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

EVIDENCE OF VACANCY – Any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to, overgrown or dead vegetation; accumulation of debris or abandoned personal property; and statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

MUNICIPAL OFFICER – The Fire Chief, Director of the Code Compliance Bureau, and the Building Inspector or such official within that department as may be designated by the Director in writing.

OWNER – The title holder, any agent of the title holder having authority to act with respect to a vacant property, and any foreclosing entity that has obtained a judgment of foreclosure and sale (RPAPL S. 1307).

VACANT PROPERTY – Any building or structure that is not at present legally occupied or at which all lawful business or construction operations or residential inhabitation, or other occupancy have substantially ceased and that is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property; however, any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and [or] which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this ordinance.

§ 121-3 Registration.

(1) a. Effective on [DATE], the owner of any vacant property as defined herein shall, within 30 days after the building becomes vacant property or within 30 days after assuming ownership of the vacant property, whichever is later; or within 10 days of receipt of notice by the municipality, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by Chapter 163. Failure to receive notice by the municipality shall not constitute grounds for failing to register the property.

b. Each property having a separate section block and lot number shall be registered separately.

c. The registration shall include the information required under section (2) of this section, the insurance certificate required under section (5) of this section unless a bond is provided, as well as any additional information that the municipal officer may reasonably require.

d. The registration shall remain valid for one year from the date of registration. The owner shall be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in Chapter 163 for each vacant property registered.

e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year. The municipal officer shall establish this date in which case the initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.

f. (i.) Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee but shall comply with all other provisions of this ordinance. In the event that the property has not been restored to productive use and occupancy at the end of the twelve month period, the owner shall be liable for any fee waived. The municipal officer may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve month period.

1. In addition, the statement of the owner's plans, at a minimum, must contain one of the following for the property:

    (a) If the building is to be demolished, a demolition plan indicating the proposed time frame for demolition; or
    (b) If the building is to be returned to appropriate occupancy or use, a rehabilitation plan for the property. Implementation of the rehabilitation plan shall not exceed twelve months. Any repairs, improvements, or alterations to the property must comply with any applicable zoning, housing, historic preservation, or building codes and must be secured during the rehabilitation.

2. The Building Inspector shall provide the owner with a written referral to the Planning Department for information outlining programs available that may be useful in developing the owner's rehabilitation plan.

(ii.) Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this ordinance is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market, or other conditions that project may require more than one year for realization, the municipal officer may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner, as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with documentation of such progress, which may include plans, financing applications, applications for land use approval, or other evidence of progress.

g. The owner shall notify the municipal officer within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.

h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

(2) a. The registration statement shall include:

(i) The name(s), residences and business addresses, e-mail address, telephone numbers, and birth date(s) of the principal officers if the applicant is an individual, partnership, or firm, or the names, residences and business address, e-mail address, telephone numbers, and birth dates of the principal officers if the applicant is an association or corporation.

(ii) The name, street address, e-mail address, and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. The agent for service of process must maintain offices or reside in the State of New York.

(iii) The name, street address, e-mail address, and telephone numbers of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property must maintain offices within 45 miles of the City and shall be available by telephone or in person on a 24-hour-per-day, seven-day-per-week basis.

(iv) A description of the premises, including street address, section block and lot, and type of building;

(v) The date the building became vacant and the period of time the building is expected to remain vacant;

(vi) A description of what will be done to secure the structure so that it will not become open to the general public; and

(vii) The status of water, sewer, natural gas, and electric utilities.

b. By designating an authorized agent under the provisions of this section, the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.

c. Any owner who fails to register a vacant property under the provisions of this ordinance shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

(3) a. The registration and renewal fee for each building is set forth in Chapter 163.

b. All funds collected from registration and renewal fees under this section shall be deposited in a dedicated trust fund to be used exclusively for municipal activities with respect to vacant and problem properties in the municipality, including but not limited to inspection, nuisance abatement, securing and boarding, maintaining property information systems, and reasonable administrative and legal costs associated with any of the above.

(4) The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

(i.) Enclose and secure the structure as provided in the applicable codes of the City of Newburgh and the State of New York or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.

(ii.) Ensure that the grounds of the structure, including yards, fences, sidewalks, walks, and driveways, are well-maintained and kept free from trash or debris.

(iii.) Post a sign affixed to the structure with the name, address, and telephone number of the owner and the owner's authorized agent for the purpose of service of process and the name, address, and telephone number of the entity responsible for maintenance of the property, which may be the same as the owner or authorized agent. If the structure is set back from the street, the sign may be posted on a well-secured post or stake in the front yard of the property. The sign shall be at least 18" x 24" in dimension, shall include the words "to report problems with this building, call...", and shall be placed in a location where it is clearly legible from the nearest public street or sidewalk, whichever is nearer; and (iv.) Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition, and ensure that the sign is visible and intact until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

(5) The owner of any vacant property shall acquire or otherwise maintain liability insurance in an amount of not less than $300,000.00 for buildings designed primarily for one- and two-unit residential use and not less than $1,000,000.00 for any other building, including but not limited to, buildings designed for multifamily, manufacturing, storage, or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building. Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation, or change in coverage and the owner shall provide such written notice of any lapse, cancellation or change in coverage to the municipal officer. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration. Alternatively, an owner can choose to provide a cash bond acceptable to the municipal officer, in the sum of not less than $10,000, to secure the continued maintenance of the property throughout its vacancy and remunerate the City for any expenses incurred in inspecting, securing, marking, or making such building safe.

(6) a. The City of Newburgh shall establish an on-line registry of all properties registered with the City under this ordinance, which shall include a procedure by which citizens can provide the municipal officer through electronic means with information on unregistered properties that may be subject to this ordinance.

b. The City of Newburgh may enter into agreements with qualified non-profit entities and neighborhood associations to assist the City to enforce this ordinance, including but not limited to identification of unregistered properties that may be subject to this ordinance.

§ 121-4 <u>Rules and Regulations.</u>

The municipal officer may issue rules and regulations for the administration of the provisions of this ordinance.

§ 121-5 <u>Enforcement.</u>

Any person who violates any provision of this ordinance or of the rules and regulations issued hereunder shall be fined not less than $500.00 and not more than $1,000.00 for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this chapter shall be recoverable from the owner and shall be a lien on the property.

For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the municipality, failure to provide correct information on the registration statement, failure to comply with the provisions of § 121-3 (4) or (5) of this ordinance, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this ordinance.

§ 121-6 Effective Date.

This ordinance shall become effective upon publication as provided by law.

§ 121-7 Severability.

If any of the provisions of this chapter shall be held invalid, the remainder shall remain valid and enforceable as provided by law.

DRAFT FOR DISCUSSION PURPOSES ONLY

ORDINANCE NO.: ______- 2013

OF

____

AN ORDINANCE RESCINDING THE LANGUAGE CONTAINED IN CHAPTER 240, ENTITLED "RENTAL PROPERTIES"OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH AND AMENDING CHAPTER 240 ENTITLED "RENTAL PROPERTIES" TO REQUIRE THE REGISTRATION OF RENTAL PROPERTIES IN THE CITY OF NEWBURGH, ESTABLISHING REGISTRATION REQUIREMENTS, AND LEVYING A REGISTRATION FEE ON OWNERS OF RENTAL PROPERTIES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that the language contained in Section 240, Rental Properties be and is hereby repealed in its entirety and that the same is hereby amended to read as follows:

§ 240-1. Title.

This chapter shall be known as "Rental Properties."

§ 240-2. Legislative intent and findings.

A. Legislative intent. It is the purpose of this chapter to protect the health, safety and welfare of the residents of the City of Newburgh, as well as to protect the City's housing stock from deterioration, by establishing a program for registering and identifying residential rental properties and determining the responsibilities of owners of residential rental properties.

B. Findings. The City Council has determined that there exists in the City of Newburgh a significant number of non-owner-occupied rental units. Non-owner occupants are less able to maintain daily oversight of their properties to ensure compliance with applicable laws, rules and regulations. The City Council finds that the registration of rental properties is intended to and will ensure the protection of persons and property in all existing rental structures and on all premises required to be registered under this chapter and to ensure that rental property owners adhere to applicable code provisions governing the use and maintenance of rental properties, including provisions limiting the maximum occupancy for which a rental dwelling can be certified.

§ 240-3. Definitions.

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

AGENT
: Any person who has charge, care or control of a building, or part thereof, in which rental dwelling units or rooming units are let.

BUILDING
: A combination of materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals or property.

DWELLING
: A building used in whole or part for residential uses.

DWELLING UNIT
: Any room or contiguous group of rooms within a building and forming a single, habitable living space for one family.

MUNICIPAL OFFICER

The Fire Chief, Director of the Code Compliance Bureau, and the Building Inspector or such official within that department as may be designated by the Director in writing.

OWNER
: Any individual or individuals, partnership or corporation or any similar type of business organization, whether for profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation directly or indirectly in control of the property. Each, any and all such persons shall have a joint and severable obligation for compliance with the provisions of this chapter.

OWNER-OCCUPIED DWELLING
: A dwelling occupied by an individual owner or by members of his or her family on a nonrental basis. For the purposes of this chapter, "owner-occupied" shall not include any building owned by a partnership, corporation or any similar type of business organization, including but not limited to a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or agent.

RENTAL PROPERTY
: All buildings which contain a dwelling unit or a rooming unit that is rented, leased, let or hired out to be occupied for residential or mixed use (commercial-residential) and are not owner-occupied.

ROOMING UNIT
: Any furnished room for rent within a building and forming a single sleeping space.

§ 240-4. Registration required.

All rental properties shall be registered with the City of Newburgh by the owner as required herein.

§ 240-5. License Process and Renewal.

A. The owner of a rental property shall submit a license application with the City of Newburgh Office of Code Compliance within 60 days of the effective date of this chapter
B. It shall be unlawful for any owner to offer any unit for rent or to rent any dwelling unit or to allow any dwelling unit to be occupied without having first received a rental license pursuant to this chapter as required herein within the time prescribed for such registration. Failure to receive notice of the license deadline will not excuse failure to receive a license for a building with rental dwelling units therein. It is the responsibility of the owner to fulfill the requirements of this chapter.
C. No application for an initial license or a license renewal shall be issued until the municipal officer has conducted an inspection and determined that all life, health safety violations, or discrepancies have been corrected.
D. If the license application is incomplete, or the applicant does not meet the requirements of the licensing process within 120 days of the submittal date, the application will be canceled.
E. The license shall remain valid for one year from the date of issue. The owner shall be required to renew the license annually and shall pay a fee in the amount prescribed in Chapter 163.
F. The municipal officer may establish for purposes of efficient administration that all licenses shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial license fee shall be pro-rated for applications received less than 10 months prior to that date.

§ 240-6. Inspection.

A. During regular business hours or in an emergency, the Building Inspector or his representative or any duly authorized City representative, upon the showing of proper credentials and in the discharge of his duties, may enter any building or rental unit within a building.

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

§ 240-7. License Fees; exemptions.

License fees, as set forth in Chapter 163, Fees, of this Code shall be due 90 days prior to the license expiration date; in the cases of new unlicensed dwellings, change in the landlord renewal statement previously filed or where a new license is required due to a change in ownership as set forth in § 240-10 below, license fees shall be due at the time of application.

A. Exemptions. Owner-occupied dwellings containing not more than two rental units are exempt from the filing fees set forth in Chapter **163**, Fees, of this Code.
B. License Fees, Delinquent Payments. A delinquency penalty of 5% of the license fee for each day of operation without a valid license shall be charged operators of rental dwellings. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension or if the applicant withdraws an application, or in the case of an incomplete application or process, or if an application is canceled, the fee is nonrefundable.
C. All reinspection fees are set in Chapter 163. If the reinspection is being performed as part of the licensing process, fees must be paid prior to the time of license issuance or renewal for the property.
D. If any fee or any portion is not paid within 60 days after billing, the Comptroller may certify the unpaid cost against the property and shall be added to and collected with the subsequent City tax levy, and shall bear interest and be enforced as provided by law for City taxes.

§ 240-8. Owner or Agent to Apply.

License application shall be made by the owner of rental units or the owner's legally constituted agent on a form approved and supplied by the City of Newburgh Office of Code Compliance. This form shall be known as a "landlord renewal statement" and shall be signed by the owner under oath. The applicant shall supply:

A. The name(s), residences and business addresses, e-mail address and telephone numbers, and birth date(s) of the principal officers if the applicant is an individual, partnership or firm, or the names, residences and business address, e-mail address and telephone numbers, and birth dates of the principal officers if the applicant is an association or corporation. Where more than one natural person has an ownership interest, the required information shall be included for each owner.
B. If the owner is not a natural person, the employer identification number of the owner.
C. The name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. The agent for service of process must maintain offices or reside in the State of New York.
D. The name, street address, e-mail address and telephone numbers of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property must maintain offices within 45 miles of the City and shall be available by telephone or in person on a 24 hour per day, seven day per week basis.
E. Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.

F. A description of the premises, including street address, section block and lot and type of building;
G. Number of dwelling units within the dwelling
H. Description of procedure through which tenant inquiries and complaints are to be processed
I. Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the city owned by the applicant.
J. The number of tenants.
K. Any other information as requested by the City.

Every person holding an operating license shall give notice in writing to the Compliance Official within ten business days after any change of this information. Depending on the nature of changes, the City may require consent to a new property inspection. Notice of transfer of ownership shall be as described in Section 240-10.

§ 240-9. Conformance to Laws.

No operating license shall be issued or renewed unless the rental dwelling and its premises conform to the Code of Ordinances of Newburgh and the laws of the State of New York.

§ 240-10. License not Transferable.

No operating license shall be transferable to another person or to another rental dwelling. Every person holding an operating license shall give notice in writing to the municpal officer within ten (10) business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental dwelling or dwellings.

§ 240-11. Required Postings.

A. Every licensee of a rental dwelling with more than four units shall conspicuously post the current license certificate in the main entryway or other conspicuous location. For rental dwellings of four or fewer units, the licensee must provide a copy of the license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.

B. The City's trash and refuse polices and procedures and alternate-side street parking regulations shall be conspicuously posted in the main entryway or other conspicuous location.

§ 240-12. Occupancy Register Required.

1. Every owner of a licensed rental dwelling shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:
a. Dwelling unit address.
b. Number of bedrooms in dwelling unit and the maximum number of occupants.
c. Legal names and date of birth of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units.

d. Dates renters occupied and vacated dwelling units.
e. A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Code of Ordinances.
f. A similar chronological list of all corrections made in response to such requests and complaints.

Such register shall be made available for viewing or copying by the municipal officer at all reasonable times.

§ 240-13. Enforcement.

A. The City of Newburgh shall have a choice of enforcing this chapter as provided in § 1-12 of the Code of Ordinances of the City of Newburgh by seeking civil penalties or by instituting a criminal proceeding, or may choose to do both.
B. A designated managing agent of an owner may be served with a notice of violation, order to remedy, an appearance ticket or other service of process, whether criminal or civil, pursuant to and subject to the provisions of law as if actually served upon the owner.
C. No owner who designates a managing agent pursuant to the provisions of this chapter may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process on his designated agent.

§ 240-14. Penalties for offenses.

A. If the City of Newburgh chooses to enforce this chapter through a criminal proceeding, any person who shall violate any of the provisions of this chapter or fail to comply therewith or who shall violate or fail to comply with any order made thereunder shall be subject to a fine of up to $500 and/or 30 days in jail.
B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense and so subject the owner to an additional fine of up to $500 and/or additional jail sentences of up to 30 days in jail.
C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

§ 240-15 Severability.

If any of the provisions of this chapter shall be held invalid, the remainder shall remain valid and enforceable as provided by law.

DRAFT FOR DISCUSSION PURPOSES ONLY

ORDINANCE NO.: ____________ - 2013

OF

_________________________, 2013

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	Type of Fee	Amount
Chapter 121, Buildings, Vacant		
§ 121-3~~B~~ (1)	Vacant building ~~annual~~ registration and renewal fee	$~~900~~ 125.00 initial fee $250.00 first renewal $500.00 second renewal $1,000.00 any subsequent renewal
Chapter 240, Rental Properties		
~~§ 240-9~~	~~Change in rental property registration statement~~	~~$25~~

Section 2. This ordinance shall take effect on .

Underlining denotes additions
Strikethrough denotes deletions