

1. Agendas

Documents:

[8-19-13_CITY_COUNCIL_AGENDA_PT._2.PDF](#)

[8-19-13_CITY_COUNCIL_AGENDA_PT._1.PDF](#)

RESOLUTION NO.: 105 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 34 CARTER STREET (SECTION 22, BLOCK 2, LOT 26)
SOLD AT PRIVATE SALE TO STACEY BURKS

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 16-2013 of January 14, 2013, authorized the sale of 34 Carter Street (Section 22, Block 2, Lot 26) to Stacey Burks; and

WHEREAS, Mr. Burks resides at said premises; and

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 80-2013 of April 8, 2013, authorized an extension of time to close until June 13, 2013; and

WHEREAS, Mr. Burks is now requesting an additional of time to close due to unforeseen circumstances in obtaining the necessary funds for the purchase price; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh and the future homeowner;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 34 Carter Street is hereby authorized and that the closing shall take place on or before October 19, 2013, that date being sixty (60) days from the date of this Resolution.

RESOLUTION NO.: 166 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH A LICENSED APPRAISER
FOR PROFESSIONAL APPRAISAL SERVICES IN CONNECTION WITH
THE SALE OF CITY-OWNED PROPERTIES

WHEREAS, the City of Newburgh has acquired title to several parcels of real property;
and

WHEREAS, pursuant the City Charter and New York State law, the City may sell real
~~property-acquired but not required for public use; and~~

WHEREAS, it is in the best interests of the City to obtain the best purchase price in the
sale of such real property; and

WHEREAS, to obtain the best purchase price for the sale of City-owned real property, it
is necessary and appropriate to retain licensed appraiser;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh,
New York that the Interim City Manager be and he is hereby authorized to enter into an
agreement with such terms and conditions as Corporation Counsel may require as necessary and
appropriate under law, same as being in the best interests of the City of Newburgh with a
licensed appraiser to prepare appraisals of City-owned real property.

RESOLUTION NO.: 167 - 2013

OF

AUGUST 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
TO DEVELOP AN INTERACTIVE WEBSITE SHOWING A MAP OF ABANDONED
PROPERTIES IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh wishes to enter into an agreement with The Research Foundation for the State University of New York acting on behalf of the State University of New York College at New Paltz and their Center for Research, Regional Education and Outreach (CRREO) for the development of an interactive website showing a map of abandoned properties in the City of Newburgh; and

WHEREAS, the Project Manager at SUNY New Paltz will direct student resources and utilize his own expertise and skills to carry out a Project as described in Schedule A of the annexed Agreement; and

WHEREAS, the term of this Agreement shall expire on October 31, 2013 unless extended and the total cost for the project is \$11,804.00 and will be funded through the Smart Growth Grant awarded to Orange County; and

WHEREAS, the City of Newburgh and the County of Orange have determined it is necessary to develop this data to complete the requirements of the Smart Growth Project; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into the attached Agreement with the Research Foundation for the State University of New York for the development of an interactive website showing a map of abandoned properties in the City of Newburgh.

AGREEMENT BETWEEN
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
AND
CITY OF NEWBURGH

This Agreement ["Agreement"] made by and between **THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK**, a nonprofit, educational corporation organized and existing under the laws of the State of New York with its principal offices located at 35 State Street, Albany, New York 12207-2826, hereinafter referred to as "Foundation," acting on behalf of the State University of New York College at New Paltz and their Center for Research, Regional Education and Outreach (CRREO), and the **CITY OF NEWBURGH**, with its principal offices located at 83 Broadway, Newburgh, NY, 12550, hereinafter referred to as "Commission".

WITNESSETH:

WHEREAS, Foundation agrees to use its best efforts to **develop an interactive website showing a map of abandoned properties in the city of Newburgh**, herein referred to as the "Project", as described in the Scope Work attached hereto as Exhibit A and made an integral part of this Agreement.

The Project Manager at SUNY New Paltz will be **Joshua Simons**, who will direct student resources and utilize his own expertise and skills to carry out a Project in accordance with the schedule set forth in Exhibit A.

James Slaughter, Interim City Manager, will serve as the primary contact for the Commission.

The term of this Agreement shall be from **July 1, 2013 to October 31, 2013** unless extended or terminated as provided hereunder.

This Agreement may be terminated by either party, with or without cause by giving thirty (30) days written notice to the other party. The thirty (30) days written notice period shall commence on the date contained within the written notice to the affected party.

Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

Total funding for the project will be \$11,804. Payments will be made by the Commission to the Foundation upon submission of invoices according to the following schedule:

Payment #1:	\$3,935	upon execution of this agreement
Payment #2:	\$3,935	due on August 31, 2013
Payment #3:	\$3,934	due on October 31, 2013

All payments shall be made payable to The Research Foundation for the State University of New York (Tax ID#: 14-1368361) and forwarded to 35 State Street, Albany, NY 12207, Attn: Cash Receipts – SUNY New Paltz.

Signed _____

James Slaughter
Interim City Manager
City of Newburgh

Date _____

Signed _____

Justine Gordon
Associate Director, Grants and Contracts Administration
Research Foundation for the State University of New York

Date _____

EXHIBIT A

Scope of Work

City of Newburgh Integrated Data Map:

The Website: The City of Newburgh seeks to collect data from various sources on the vacant properties within its boundaries, evaluate this data and make it more accessible for policy development and implementation. Currently information is compiled in excel spreadsheets.

Using these spreadsheets, the Center for Research, Regional Education and Outreach at SUNY New Paltz will create a searchable online database and an interactive map. Queries of this data base will be possible based on each property's section, block and lot number (SBL), street address, or any other attribute field. The resulting web application will be hosted on a web site created for the City of Newburgh; it will use a Google Maps interface embedded in a Joomla content management system.

The individual parcels will also be selectable on the interactive map, which will display a summary of information for the property, and a link to an individual page which will contain all of the data collected for that property. The properties on the map will be displayed as toggle-able overlays. Depending on the preference of the City, the individual selectable layers may be separated in a number of ways, for example by ownership and manner in which the property is identified as vacant, or by street or neighborhood. These layers may be displayed simultaneously, and in any combination. The map will also include a layer which displays public transportation routes, a layer that displays parks and open spaces, a layer designating historic districts, and a layer identifying the Waterfront Redevelopment Program boundary. Ideally property data will be imported into a Google Fusion Table, allowing for the map itself to be searchable. Barring that, the search function will be indexed to the data on the individual pages for each property.

Number of Properties: The data collected by the City includes information on some 748 properties. All of these properties will be included on the map, and have an associated page on the site to display the data.

Zoning Changes: In anticipation of zoning changes in the Spring of 2014, CRREO will update the zoning field for the included properties when the changes go into effect.

Presentations: CRREO will present and demonstrate the capabilities of the web site at a community launch in October 2013, and at a regional conference on December 6th, 2013.

CRREO will complete the web site by 9-30-2013 for a cost of \$11,804.

City of Newburgh Vacant Properties Map Site Timeline						
#	Task	Measurable Outcome	July	August	September	
1	Geocode Addresses					
2	Import Data into ArcGIS					
3	Convert Data into Web Friendly Format					
4	Design Site Template					
5	Create Google Maps KML's					
6	Integrate Data and Map Into Website					
7	Go Live					

RESOLUTION NO.: 168 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT IN AN AMOUNT
NOT TO EXCEED TWO MILLION DOLLARS
FROM THE DEPARTMENT OF HOMELAND SECURITY UNDER THE
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM
("SAFER") TO PROVIDE FUNDING TO HIRE FIFTEEN (15) FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed Two Million (\$2,000,000.00) Dollars; and

WHEREAS, said grant does not require any funding match by the City of Newburgh; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

WHEREAS, if awarded, such funding will be used to hire fifteen (15) firefighters within the City of Newburgh Fire Department for two years; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant in an amount not to exceed Two Million (\$2,000,000.00) Dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire fifteen (15) firefighters in the City of Newburgh Fire Department with no City match required.

RESOLUTION NO.: 169 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH FIRE DEPARTMENT
TO BECOME A PARTICIPATING AGENCY IN THE
NEW YORK TASK FORCE - 2 SEARCH AND RESCUE TEAM
(UTSAR TEAM)

WHEREAS, the City of Newburgh recognizes the need to prepare for natural and man-made disasters and recognizes the need for trained technical rescue specialists; and

WHEREAS, the New York State Department of State Office of Fire Prevention and Control provides the coordination, funding, training and administrative support for New York Task Force-2 Search and Rescue Team (UTSAR Team); and

WHEREAS, the UTSAR Team is an urban search and rescue team formed, pursuant to General Municipal Law § 209-bb, to provide qualified rescue specialists and specialized rescue equipment readily available for rapid assembly and deployment to the scene of an emergency; and

WHEREAS, the UTSAR Team members have received specialized training and equipment to respond to specialized technical rescue situations; and

WHEREAS, the City of Newburgh desires to continue its membership on the UTSAR Team and supports the participation of its employees in the training and deployment of the UTSAR Team;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that employees of the City of Newburgh Fire Department are authorized to act on behalf of the City of Newburgh by participating as members of the UTSAR Team and to complete and maintain the necessary training and deployment of the UTSAR Team under the coordination of the New York State Department of State Office of Fire Prevention and Control; and

BE IT FURTHER RESOLVED, that, in accordance with the applicable provisions of General Municipal Law § 209-bb, the City of Newburgh agrees to provide defense and indemnification coverage pursuant to Public Officers Law §18 and/or other defense and indemnification coverage provided by the City of Newburgh and workers compensation coverage pursuant to applicable provisions of the Workers Compensation Law employees while participating on the UTSAR Team.

RESOLUTION NO.: 170 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AMENDING RESOLUTION NO. 135-2013 OF JULY 15, 2013
WHICH AUTHORIZED THE INTERIM CITY MANAGER
TO EXECUTE VENDOR SERVICE AGREEMENTS WITH
VARIOUS SERVICE PROVIDERS IN CONNECTION
WITH THE CLOSEOUT OF THE TWENTY FIRST CENTURY GRANT PROGRAM

WHEREAS, by Resolution No.: 135-2013 of July 15, 2013, the City Council authorized the Interim City Manager to execute Vendor Service Agreements with MTD Consultants and Eric Buxton for an amount not to exceed \$8,000.00 for the closeout of the Twenty First Century Grant Program; and

WHEREAS, it has been brought to our attention that there will be additional services which will be provided by Eric Buxton in the amount of \$1,000.00 and the annexed Vendor Services Agreement has been amended to reflect the contract amount of \$5,000.00 as the amount previously awarded was \$4,000.00; and

WHEREAS, the Council has reviewed the attached Amended Agreement and has determined that it is in the best interest of the City of Newburgh and its residents expend such funds to close out said grant program;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to execute the Amended Vendor Service Agreement with Eric Buxton at a cost not to exceed \$5,000.00 in connection with the closeout of the Twenty First Century Grant Program.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2013, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "**CITY**," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **Eric Buxton**, a firm with principal offices at PO Box 1931, Newburgh, NY 12550, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

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

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 1, 2013, and ending September 30, 2013.

ARTICLE 3. COMPENSATION

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

A not-to-exceed cost of \$5,000.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

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

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums

otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds

for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are

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

ARTICLE 13. INDEMNIFICATION

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

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right

to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. PROTECTION OF CITY PROPERTY

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

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary

information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

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

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

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

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part

for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax

delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such

falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
JAMES SLAUGHTER,
CITY MANAGER

BY: _____
ERIC BUXTON

DATE: _____

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Scope of Work:

Closeout the 21st Century CLC program for the City of Newburgh effective July 1 - September 30, 2013.

**SCHEDULE B
FEES AND EXPENSES**

Contract Duration: July 1, 2013- September 30, 2013
Contract Amount \$5,000.00

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHERINE NIVINS
Acting city Comptroller

SCHEDULE A
SCOPE OF SERVICES

Scope of Work:

Closeout the 21st Century CLC program for the City of Newburgh effective
July 1- September 30, 2013.

RESOLUTION NO.: 171 - 2013

OF

AUGUST 19, 2013

RESOLUTION AMENDING RESOLUTION NO: 223-2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$6,500.00 FROM INDEPENDENCE DAY
TO WATERFRONT/INTERNATIONAL FESTIVAL
TO COVER ANTICIPATED EXPENDITURES

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:

		<u>Decrease</u>	<u>Increase</u>
A.7550	Independence Day .0750	\$ 6,500.00	
A.7550	International Festival .0754		\$ 6,500.00

RESOLUTION NO.: 173 - 2013

OF

AUGUST 19, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE WORKFORCE DEVELOPMENT INSTITUTE,
INC. FOR A PORTION OF THE FIRST FLOOR OF 123 GRAND STREET
FOR A TERM OF ONE YEAR**

WHEREAS, the City of Newburgh has offered the City-owned premises at 123 Grand Street for rental; and

WHEREAS, the Workforce Development Institute, Inc. (WDI) has expressed an interest in using a portion of said premises to establish a fixed office for its administrative operations while it is assisting the City to develop a business advisory council of local employers to provide employment opportunities for qualified City of Newburgh residents; and

WHEREAS, the term of the license shall be one year and a copy of such license is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached license agreement with the Workforce Development Institute, Inc. for the use of a portion of the second floor of 123 Grand Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY") and WORKFORCE DEVELOPMENT INSTITUTE, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal place of business at 96 South Swan Street, Albany NY 12210 (herein referred to as "LICENSEE" or "WDI").

WITNESSETH:

WHEREAS, LICENSOR owns property known as the Grand Street Courthouse, located at 123 Grand Street, Newburgh, New York, hereinafter referred to as the "Premises"; and

WHEREAS, LICENSEE desires the license or privilege of gaining access to a portion of the second floor of the Premises for the purpose of establishing a fixed office for the conduct of operations; and

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

NOW THEREFORE, in pursuance of said Agreement and in consideration of THREE HUNDRED SEVENTY FIVE AND NO/100 (\$375.00) DOLLARS due and payable each month of said Agreement to be paid by LICENSEE to LICENSOR and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use and occupancy of a portion of the second floor of the Premises consisting of approximately 325 square feet for the purpose of establishing a fixed office for the conduct of its business operations according to the terms and conditions as hereinafter provided.

2. TERM:

The license granted hereunder shall be for a term of one (1) year, commencing upon the date this Agreement shall be properly executed by both parties, unless earlier terminated by either or both parties as provided herein.

3. CONSIDERATION:

Monthly rent shall be paid on the first day of the license and shall be paid on each monthly anniversary of such date for as long as such license continues. LICENSOR need not give notice each month that rent is due and payable. Rent is to be paid in full when due and not later. The amount of the monthly rent shall be THREE HUNDRED SEVENTY-FIVE AND NO/100 (\$375.00) DOLLARS per month.

4. LIABILITY/INSURANCE:

A. LICENSOR and LICENSEE each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree to cooperate in good faith to resolve any claims promptly and wherever appropriate without litigation.

B. LICENSOR and LICENSEE shall at all times during the term of this Agreement maintain and keep in force comprehensive general liability insurance. LICENSOR shall at all times during the term of this Agreement maintain and keep in force property and casualty insurance covering the Premises.

5. USE AND OCCUPANCY:

LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises. LICENSEE shall not sub-let the premises nor allow it to be used by anyone for any other purpose.

6. IMPROVEMENT AND MAINTENANCE:

A. LICENSOR shall maintain the Premises in good repair and conditions, supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal during the period of this Agreement.

B. LICENSEE may provide office furniture and equipment necessary and proper for the intended use of the Premises and may make other minor alterations to the Premises which shall be removed upon the termination of this Agreement.

C. LICENSEE shall maintain the Premises in a clean and orderly condition and surrender the Premises in the same state and condition as it was at the commencement of LICENSEE's use and occupancy.

7. ADDRESSEES FOR PURPOSES OF NOTICE:

All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City: City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Richard F. Herbek

With copies to: City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Michelle Kelson, Esq.

If to WDI: Workforce Development Institute, Inc.

Attn:

With copies to:

Attn:

8. LICENSOR'S RIGHT TO TERMINATE AGREEMENT:

LICENSOR shall have the right to stop work or terminate this agreement under the following terms and conditions:

- (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
- (b) The Licensee fails to make prompt payment as required by this agreement; or
- (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or

(d) The Licensee is guilty of substantial violation of any provision of this agreement.

LICENSOR, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by seven (7) days notice to the LICNESEE, terminate the agreement with the LICENSEE.

9. ENFORCEABILITY:

Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

10. NON-ASSIGNMENT:

LICENSEE shall not have the right to assign this Agreement without prior written approval of LICENSOR.

11. INVALIDITY OF PROVISIONS:

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.

13. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed
this Agreement below.

(date)

CITY OF NEWBURGH, LICENSOR

By: _____
JAMES A. SLAUGHTER
Interim City Manager

(date)

WORKFORCE DEVELOPMENT INSTITUTE, INC.
LICENSEE

By: _____

APPROVED AS TO FORM:

MICHELLE KELSON
Corporation Counsel

KATHRYN NIVINS
Acting City Comptroller

RESOLUTION NO.: 174 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH ART AND JOHN'S AUTO COLLISION TO ALLOW ACCESS TO CITY-OWNED PROPERTY AS A PARKING AND STORAGE AREA FOR VEHICLES, EQUIPMENT AND RELATED MATERIALS DURING THE INSTALLATION OF MONITORING WELLS IN CONNECTION WITH THE ENVIRONMENTAL REMEDIATION OF CITY-OWNED PROPERTY LOCATED AT 210 MILL STREET

WHEREAS, the City of Newburgh has entered into an agreement with the New York State Department of Environmental Conservation for site remediation of 210 Mill Street (Section 43, Block 3, Lot 7.1) in the City of Newburgh under the New York State Brownfields Program; and

WHEREAS, the City of Newburgh has entered into an agreement with First Environment for professional services with regard to the remediation of 210 Mill Street (Section 43, Block 3, Lot 7.1) in the City of Newburgh.

WHEREAS, the First Environment has requested access to properties adjacent to 210 Mill Street for the purposes of installing monitoring wells in connection with the site remediation; and

WHEREAS, the installation of such wells will require Art and John's Auto Collision, located at 86 Bridge Street, Newburgh, New York to relocate vehicles and equipment temporarily to an alternate site during the installation of said monitoring wells; and

WHEREAS, the City has offered the property located at 210 Mill Street as a location for the temporary storage of vehicles and equipment during the installation of said monitoring wells; 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 Interim City Manager be and he is hereby authorized to enter into the attached license agreement with Art and John's Auto Collision to allow access to City-owned property for the purpose of temporary storage of vehicles and equipment during the installation of monitoring wells at 86 Bridge Street in connection with the remediation of 210 Mill Street.

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 ART AND JOHN'S AUTO COLLISION, a private business organization having an address at 86 Bridge Street, Newburgh, New York 12550 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 in 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, 210 Mill Street, Section 43, Block 3, Lot 7.1 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, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 210 Mill Street, Section 43, Block 3, Lot 7.1, and taking thereupon such vehicles, equipment and tools as may be necessary and for the use of said property for the storage and parking of vehicles, equipment and materials during that time Licensor's contractors are installing monitoring wells at the property known as 86 Bridge Street, Newburgh, New York, Section 47, Block 1, Lot 13.1 pursuant to the remediation of Licensor's property.

Second: Licensee agrees to park and store such vehicles in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority.

Third: Licensor acknowledges that the use of the subject properties shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: The Licensee agrees to indemnify and save the Licensor, its officers, agents and employees harmless from any liability imposed upon the Licensor, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee. Licensor agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence,

active or passive, of the Licensor. 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.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the installation of work by Licensor and its 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 that the parking and storing of said vehicles, equipment and tools shall be performed only in the location of 210 Mill Street, Section 43, Block 3, Lot 7.1, 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.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
James A. Slaughter, Interim City Manager

ART AND JOHN'S AUTO COLLISION

LICENSEE

By: _____
Name:
Title:

RESOLUTION NO.: 175 - 2013

OF

AUGUST 19, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE AN AGREEMENT WITH RICOH USA, INC.
TO LEASE A RICOH COPIER
AT THE COST OF \$202.27 FOR 36 MONTHS**

WHEREAS, the Parking Violations Bureau wishes to enter into a lease from RICOH USA, INC. for a RICOH MP2352SP copier to provide for copy, print, fax, scan to email and network; and

WHEREAS, the cost of the copier is \$202.27 per month for a period of 36 months which includes both staples and toner; and

WHEREAS, a copy of the proposal is attached hereto; and

WHEREAS, this Council has reviewed such proposal and has determined that entering into a contract upon such terms is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into a lease agreement with RICOH USA, INC. to provide a new RICOH MP2352SP copier for use by the Parking Violations Bureau at the cost of \$202.27 a month for 36 months, such funds to be derived from Budget Line A.1670.0400 with other terms and conditions as Corporation Counsel may require.

RICOH

Departmental Document Solutions Proposal to:



City of
NEWBURGH New York



Presented by: Jim Riker, Major Account Manager

Cell: 845-978-7015 . Fax: 845-220-2294 . Jim.Riker@ricoh-usa.com

Proposal Submitted: July 20, 2013

RICOH
imagine. change.

Why Ricoh?

The Ricoh Difference

Facts about Ricoh...

- Ricoh USA, Inc., is part of a financially stable organization with FY12 annual revenues in excess of \$23 billion
- Number 1 in global market share for MFPs (*IDC's Worldwide Hardcopy Peripherals Tracker*)
- With over 109,000 Ricoh employees worldwide, Ricoh operates in 200 countries
- Ricoh is a two-time winner of the Deming Award for quality; all manufacturing facilities are ISO 9001:2000 certified
- As a leader in environmental stewardship, Ricoh is ISO 14001 certified and has earned multiple awards, including the World Environmental Center (WEC) Gold Medal for its International Achievement in Sustainable Development

There are many reasons why companies choose to partner with Ricoh, including our access to best-in-class technology and the strength of our people and support structure. ***Ultimately, however, customers stay with Ricoh because of our commitment to helping their businesses succeed.***

Helping Our Customers Succeed

At Ricoh, we recognize that if we are to help our customers remain competitive, we must provide the vision and solutions that enable them to:

- Develop Business methodologies that focus on **process improvement** and increased workflow efficiency
- Control or lower the **total cost of ownership** associated with document management processes
- Strengthen collaboration, while maintaining **document security** when sharing information
- Minimize **environmental impact** and partner on "green" document management initiatives
- Provide total **compliance** with regulatory and risk standards

Our People

- Experienced team supported by comprehensive award-winning training
- Accountable for your results

Our team of sales and technical resources are personally committed to bringing the best solution to each individual customer, and we hold them accountable for your results. Our local service professionals average over 17 years' experience and undergo approximately 100 hours of training per year. They work in conjunction with our dedicated systems analysts to concentrate on your digital document needs. Our highly trained and experienced service technicians support specific customers in assigned territories. This process fosters solid relationships and a true understanding of your operations, applications and peak production periods, to ensure maximum responsiveness and uptime.

Our Solutions

- Award-winning technology choices with open architecture, backed by world-class service and support
- End-to-end solutions for all phases of the document lifecycle
- Flexible financing options

Ricoh offers open-architecture products that can be customized for your infrastructure. Leveraging our expertise and network of technology partners, we also deploy software solutions that deliver measurable results. Ricoh provides end-to-end solutions through one of the industry's broadest portfolios of document management services, including on-site and off-site managed services, technical service and support, and customized workflow design and implementation. We also provide flexible financing options to meet your specific needs through a variety of payment and invoicing options.

Our Company

- Support resources of a major international corporation committed to quality, innovation and the environment
- Flexible and responsive localized decision-making

Ricoh USA combines the manufacturing and engineering expertise of Ricoh Company, Ltd.—a global technology innovator—with the experience and reach of our locally based sales and services teams. Our experience has taught us that the people best-suited to make decisions about the services and support offered to our customers are those closest to our clients and their needs. Localized decision-making is a fundamental organizational paradigm. ***Simply put, this process translates into fast, consistent, world-class service for our customers.***

Discounted Co-Operative Purchasing Contract

With the absence of an active NYS Contract, the Ricoh Corporation has actively sourced additional means for our State and Local Government and Not for Profit customers to acquire Ricoh MFP Hardware and Professional Services Software products, at discounted rates.

The Ricoh Corporation was recognized as the sole source provider of MFPs and accompanying Professional Services Software by U.S. Communities; the leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies.

The U.S. Communities Program Offers:

Best Overall Supplier Government Pricing – by combining the potential cooperative purchasing power of up to 90,000 public agencies, you are able to access the best overall supplier government pricing.

Quality Brands – thousands of the best brands in a wide variety of categories, services and solutions.

Integrity and Experience – unlike other government cooperative purchasing organizations, U.S. Communities national government purchasing cooperative is founded by 5 national sponsors and over 70 state, city and regional organizations.

Oversight by Public Purchasing Professionals – our third party audits on contracts ensure that program pricing commitments are met, with benchmark analyses against other suppliers and retailers to guarantee participants the best overall value.

With U.S. Communities, you will have access to a broad range of high quality products and services from National Suppliers, at monitored contracted rates, well below Commercial Costs.

To learn more, and/or register to become a U.S. Communities Member, please visit:

<http://www.uscommunities.org/>

City of Newburgh
83 Broadway
Newburgh, NY 12550

Glenn,

Thanks again for taking the time to speak with me regarding the City's document needs. Based on our conversation, I have put together a proposed solution for the new department, that will provide:

- ▶ Discounted Pricing for Procurement of Ricoh Hardware and Service, through the U.S. Communities Contract
- ▶ Copy, Print, Scan, Fax, and Internal Staple Finishing functionality
- ▶ Cost Efficiency, coming in under the requested \$200.00 per Month Budget for the both the Lease and Service

At Ricoh, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by Ricoh's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your Ricoh team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Jim Riker
City of Newburgh, Major Account Executive
(845) 978-7015
Jim.Riker@ricoh-usa.com

Reservation of Rights—In response to your request, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. As is customary for transactions of this type, any acknowledgements each of us has made are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proposed Solution



Ricoh MP 2352SP

Multifunctional B&W Device

The Ricoh MP 2352SP delivers high-quality B&W Copying, Printing and Faxing, Advanced **Color** and B&W Scanning, Internal Finishing, flexible paper handling, and the latest security features; making it an ideal solution for your low volume output needs.

Key Features

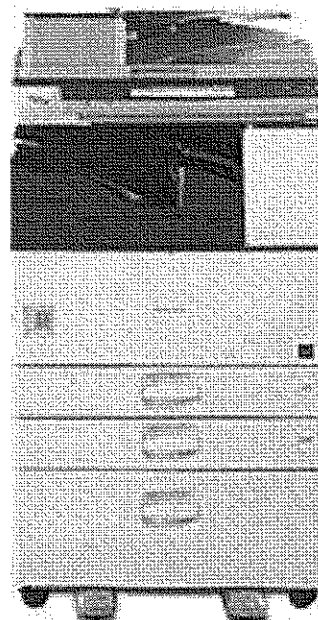
- ▶ 23-PPM Output Speed in B&W
- ▶ Automatic Reversing, Duplex Document Feeder
- ▶ 3,150 Sheet Paper Supply
(Supports 5.5" x 8.5" to 11 x 17" paper size and up to 42lb Bond paper weight)
- ▶ Internal Staple Finisher
- ▶ G3 Paper Fax, LAN Fax, and Electronic Fax Forwarding to Email / Folder
- ▶ Scan to Email, Folder and HDD at 50-IPM in B&W and 45-IPM in **Color**
- ▶ Peace of Mind Safety and Security

Power Requirements:

STANDARD 120V – 127V, 60Hz

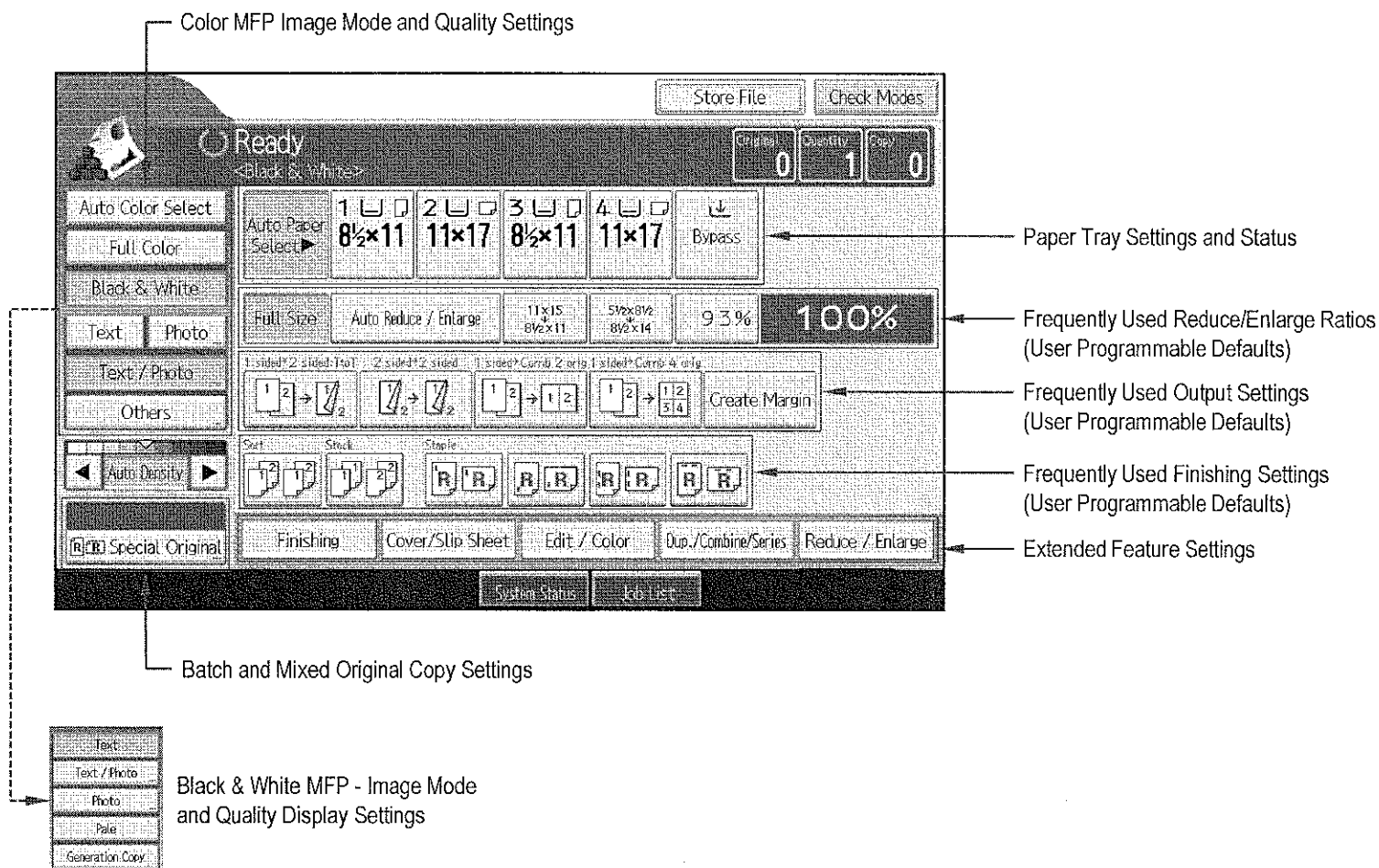


- ▶ 1GB RAM and 120GB HDD
- ▶ 600 x 600 dpi resolution
- ▶ Energy Star® compliant



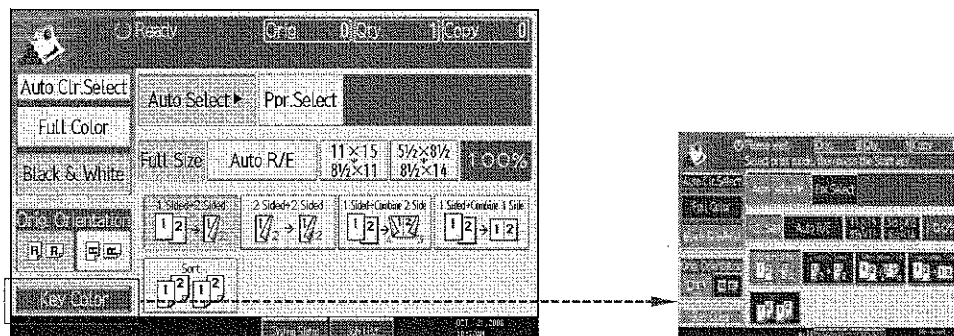
Brochure Link - [Ricoh MP 2352SP Brochure](#)

Ease of Use – Simple, User Friendly Navigation



Simplified Display Function

Simplified Display to Include Key Color Modification Settings meeting the ADA Requirements for Visual Impaired Employee Usage

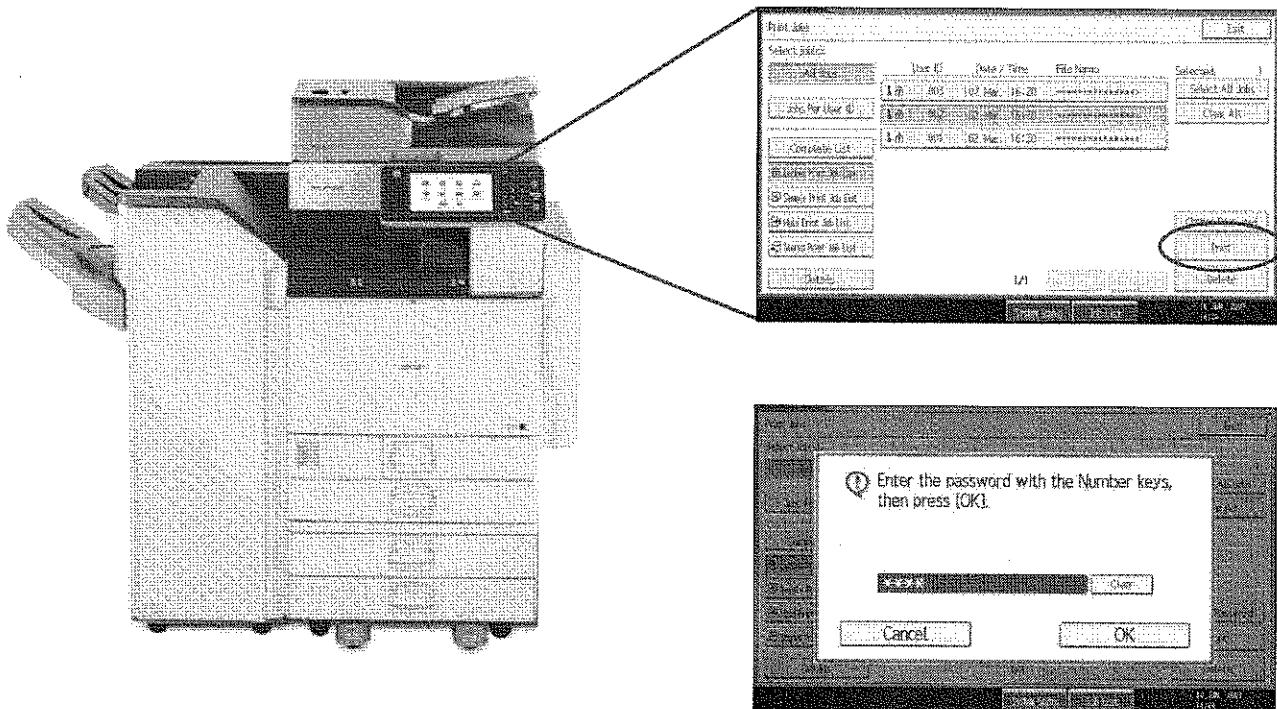


Document Output Security

The Secure Locked Print feature (standard on Ricoh MFPs) allows network connected, print enabled users to send secure, password protected print jobs to the MFP itself, not the print output trays.

With Secure Locked Print output enabled, users can send multiple, password protected documents to the MFP throughout the day, and only have them printed when they choose to release them. Simply select your document(s) from the print job list on the MFP's Control Panel, and enter the password you created, to print the desired documents.

Now, users never have to worry about sensitive documents sitting in an output tray in a communal area, where they can be viewed, or inadvertently picked up by another user.



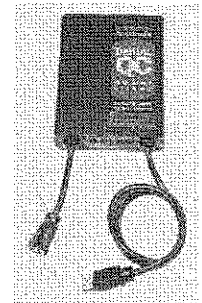
Peace of Mind – Built In System Safety and Security Features

ESP Digital QC Power Filter

Power surges and electrical disturbances can cause damage, reducing the efficiency and reliability of digital machines. These common power problems have been found to cause lockups, software corruption, board failures, system crashes and catastrophic equipment damage. Protect yourself with the ESP Digital QC Power Filter.

Key Features

- ▶ Designed for multi function Copiers, Printers and Scanners
- ▶ Patented 3 Stage filtration and surge protection that eliminates damage caused by power surges
- ▶ UL Listed, FCC Registered, IC Certified, available for all equipment configuration

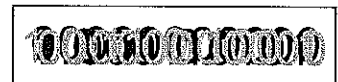


Data Overwrite Security System (DOSS)

To provide enhanced security for Ricoh MFPs and printers, Ricoh offers the Data Overwrite Security System (DOSS). DOSS overwrites the sector of the hard drive used for data processing after the completion of each job at least three times. During the overwrite process, the data is destroyed to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine times. This feature may be used at the end of the life of the equipment, or if the MFP or printer is moved to another department.

Key Features

- ▶ Conforms to NSA and DOD methods for handling classified information
- ▶ Minimum three pass random "1s" and "0s", user selectable to nine times
- ▶ 10 DOSS equipped systems installed at the White House

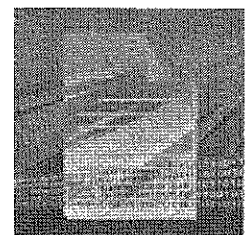


Hard Drive Encryption Unit

Ricoh's Hard Drive Encryption Unit meets the international standard "AES 256 CBC" and provides security for information stored on Ricoh MFPs and printers. In addition to protecting documents, the Hard Drive Encryption Unit helps protect information such as Administrator and User passwords, and Address Books from being viewed or accessed, even if the electronic data or Hard Drive is stolen.

Key Features

- ▶ Encrypts device information rather than destroying it, enabling only authorized users to access the data they need
- ▶ Works in conjunction with Ricoh's DOSS and Secure Locked Print for even greater MFP and printer Hard Drive security



Investment Details

What's Included:

- ▶ Set up and Coordinated installation of Network Print and Scanning functions with your IT Partner
- ▶ On Site Operator Training
- ▶ On Site Service performed by Ricoh Certified Customer Service Technicians, includes all Parts, Drums and Labor
- ▶ Includes all Toner and Staples

Financial Considerations:

(36) Month Lease with Gold Service

Includes 5,000 Images per Month

Quarterly Overage Reconciliation

\$202.27 per Month

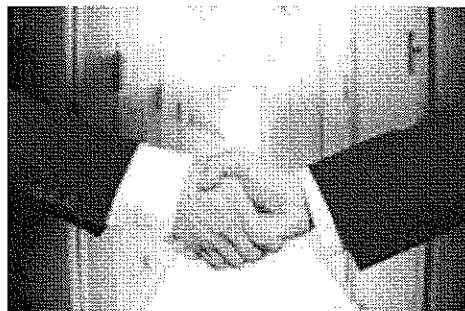
- ▶ Quarterly Overage Reconciliation provides an Aggregate of 15,000 Images per Quarter
- ▶ B&W Overage charges of \$.0089 per image, per Quarter apply

Please Note: Gold Service Includes both Staples and Toner, as per the U.S. Communities State and Local Government Procurement Contract.

Strength in Partnership

- ▶ Financially stable internal leasing source
- ▶ One Stop Shopping - Single point of contact through your Ricoh sales representative
- ▶ NO Hidden Costs (i.e. down payment, insurance fees, security deposit, documentation fees, etc.)
- ▶ Price Protection - NO escalation clause for equipment
- ▶ NO automatic term renewal provides flexibility at lease end with payments in month-to-month status
- ▶ NO equipment return fees if upgraded with Ricoh
- ▶ Customized Billing - Invoice Plus allows for combined billing and customization

partnership



RICOH



Please direct any questions regarding this Proposal to:

Jim Riker

City of Newburgh, Major Account Manager

Cell: 845-978-7015 . Fax: 845-220-2294

Jim.Riker@ricoh-usa.com

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RICOH
imagine. change.

RESOLUTION NO.: 176 - 2013

OF

AUGUST 19, 2013

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR THE USE OF
THE STADIUM LOCATED AT DELANO-HITCH RECREATION PARK
BY THE NEWBURGH HOOK ELITE BOXING CLUB AND EBC SPORTS MINISTRY**

WHEREAS, this Council, by Resolution No.: 92-2012 of June 18, 2012, authorized the execution of a license agreement with the Newburgh Hook Elite Boxing Club and EBC Sports Ministry for the use of the stadium located at Delano-Hitch Recreation Park for a youth boxing program and by Resolution No.: 192-2012 of October 22, 2013 extended the term of said license agreement until June 30, 2013; and

WHEREAS, Newburgh Hook Elite Boxing Club and EBC Sports Ministry has expressed interest in extending the term of said license agreement for an additional year; and

WHEREAS, a license agreement providing for use of the stadium at Delano-Hitch Recreation Park for a term beginning on July 1, 2013 and ending on June 30, 2014 is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh and its youth to enter into such license agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh.

LICENSE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

THE NEWBURGH HOOK ELITE BOXING CLUB and EBC SPORTS MINISTRY, c/o Leonard Lee, 70 Johnes Street, Newburgh, New York 12550 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for the consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from July 1, 2013 to June 30, 2014.

ARTICLE 2: Obligation of the City.

The City shall grant to the Licensee a revocable license to use the municipal stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for a youth boxing program by the Newburgh Hook Elite Boxing Club for the period of time set forth above pursuant to a written schedule to be submitted to and approved in writing by the City Manager or his designee. The City shall provide space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City Manager or his designee.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall provide the City Manager or his designee a written schedule of all programs and other uses of the facility for the term of the Agreement and failure to do so may result in City canceling any or all such program(s). No programs or other uses may be schedule to start after 8:00 p.m.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the facility as is required by their use thereof.

C. The Licensee shall, after each day of programs, return the facility to the City on that same day to a clean condition free of all equipment, garbage and debris. Licensee shall clean up all garbage generated in the area designated for use and deposit in proper trash receptacle. The Licensee shall repair all damage incurred to the area designated for use during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

D. The Licensee shall have a representative with authority over all programs and activities present at all times. Licensee shall secure the facility after each use. Noise levels shall be kept at appropriate decibel levels so as not to disturb neighbors.

E. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in programs or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servant, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

The Licensee shall pay to the City, as and for a fee for the use of the facility during the period of this agreement, ONE THOUSAND (\$1,000.00 AND 00/100) DOLLARS.

ARTICLE 5: Insurance.

The Licensee shall not commence any program under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this contract.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

- A. That it is financially solvent and that it is experienced and competent to perform the type of work or to furnish the consideration to be furnished by it; and
- B. That it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: City's Right to Terminate Agreement.

The City shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
(b) The Licensee fails to make prompt payment or perform work as required by this agreement; or
(c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
(d) The Licensee is guilty of substantial violation of any provision of this agreement.
(e) In the event the City elects to stop work or terminate this agreement on any ground or grounds set forth in subparagraphs (a) - (d) of this paragraph, the City shall provide the Licensee with written notice, no less than fourteen (14) days prior to such stop work or termination of this agreement, of the City's intent to so stop work or terminate this agreement and the ground or grounds therefore. In the event the Licensee shall cure such ground or grounds prior to the date noticed for stop work or termination of this agreement, the City shall not stop work or terminate the agreement on such grounds.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance.

ARTICLE 11: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 12: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 13: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 14: Notices.

Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Newburgh Hook Elite Boxing Club
c/o Leonard Lee
70 Johnes Street
Newburgh, New York 12550
(845) 857-0612

ARTICLE 15: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 16: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

by: _____
JAMES A. SLAUGHTER
Interim City Manager

NEWBURGH HOOK ELITE BOXING CLUB

by: _____
LEONARD LEE

EBC SPORTS MINISTRY

By: _____
DR. BRUCE DAVIS
Pastor

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

RESOLUTION NO.: 177-2013

OF

AUGUST 19, 2013

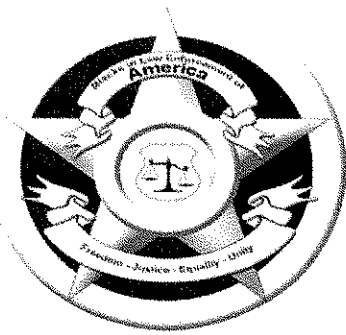
**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH BLACKS IN LAW ENFORCEMENT OF AMERICA TO
PROVIDE ASSISTANCE IN THE RECRUITMENT EFFORTS OF THE CITY OF
NEWBURGH FOR THE POLICE OFFICER CIVIL SERVICE EXAM**

WHEREAS, the Blacks in Law Enforcement of America, a national organization of black law enforcement professionals, has offered to assist the City of Newburgh in its efforts to recruit potential candidates for the upcoming police officer civil service exam; and

WHEREAS, Blacks in Law Enforcement of America requests compensation for gas and tolls charges incurred during its recruitment efforts at an estimate of \$25.00 per recruitment date; and

WHEREAS, it is in the best interests of the City to retain the assistance of Blacks in Law Enforcement of America to assist in the City's recruitment efforts of candidates for the upcoming police officer civil service exam at cost of reimbursement for gas expenses and toll charges incurred;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an Agreement based on the proposal 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 with Blacks in Law Enforcement of America to provide recruitment services in connection with the upcoming police officer civil service exam at a cost of reimbursement for gas expenses and toll charges incurred in an amount not to exceed \$200.00, with such funds to be derived from A.1430.448.



Accepting Our Responsibility to Rebuild Our Community

Blacks in Law Enforcement of America

A National Organization of Black Law Enforcement Professionals

New York Office
405 Tarrytown Rd. #1318
White Plains, New York 10607
1-877-218-8835

August 9th, 2013

Dear Michelle Mills/ City Of Newburgh NY

We are honored to assist you with your recruitment efforts for the upcoming City Of Newburgh Police Exam. During our conversation we discussed that I, along with another member will go to various business locations, churches, and possibly local colleges to recruit potential candidates for the upcoming exam. We will need to be supplied with Exams, announcement posters, pamphlets, folding table and chairs, and any tutorial service information offered by the city.

There is no cost for our assistance only that we are compensated for gas and tolls which receipts will be provided to the city. We will work along with any City personnel that are willing to assist. Below is a sample of a recruitment schedule:

September 7th) 11am – 2pm. Local Mall (recruitment stand with pamphlets and materials)

September 11th) 1pm- 4pm. College (recruitment stand and also posters would be hung up)

September 18th) 6pm-8pm. Church (meeting with clergy to hand out recruitment material)

September 21st) 12pm-3pm. Local Businesses (to hand out pamphlets and hang up posters)

September 26th) 6pm-9Pm. Location you suggest (recruitment stand set up)

In closing, a sample of a recruitment schedule with locations. Your input would be greatly appreciated, and I am looking forward to meeting and working with you soon. Please feel free to call me at any time. Sincerely,

Michael Hannon
(914) 774-6037
mahwp125@hotmail.com



Accepting Our Responsibility to Rebuild Our Community

Blacks in Law Enforcement of America

A National Organization of Black Law Enforcement Professionals

New York Office
405 Tarrytown Rd. #1318
White Plains, New York 10607
1-877-218-8835

August 14th, 2013

Dear Michelle Mills/ City Of Newburgh NY

The estimated compensation of gas and tolls is twenty-five dollars a recruitment date. Again, all receipts will be provided to the city. This expense to the city would cover both me and another member of the organization. We look forward to serving you in your recruitment efforts.

Michael Hannon
Blacks in Law Enforcement of America

Member of the Grand Council of Guardians

RESOLUTION NO.: 176 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEARS 2011 AND 2012 RELATIVE TO
303 BROADWAY (SECTION 35, BLOCK 1, LOT 1)

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Numbers 2012-001071 and 2012-010220 ; and

WHEREAS, PNC Bank, by their attorney, has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to withdraw the liens on the property located at 303 Broadway (Section 35, Block 1, Lot 1), in the City of Newburgh, from the 2011 and 2012 List of Delinquent Taxes, provided that the sum of Sixty Seven Thousand Five Hundred Sixty Four And 06/100 (\$67,564.06) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2012-2013 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before August 31, 2013.

RESOLUTION NO.: 179 - 2013

OF

AUGUST 19, 2013

RESOLUTION AMENDING RESOLUTION NO: 223 - 2012,
THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$100,000.00 FROM GENERAL FUND BALANCE,
\$238,000.00 FROM TAN ISSUANCE EXPENSE AND \$24,000.00 FROM BOND ISSUANCE
EXPENSE TO FUND FIRE DEPARTMENT OVERTIME

WHEREAS, the City of Newburgh Fire Department has exhausted a majority of the budgeted overtime; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh and the safety of its residents to transfer the funds available to cover Firefighter overtime through December 31, 2013;

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

	<u>Decrease</u>	<u>Increase</u>
A.0000.0911 Fund Balance	\$100,000.00	
A.9760.0700 TAN Issuance Expense	\$238,000.00	
A.1315.0494 Bond Issuance Expense	\$ 24,000.00	
A.3412.103 Fire Department-Overtime		\$362,000.00

RESOLUTION NO.: 180 - 2013

OF

AUGUST 19, 2013

A RESOLUTION TO AUTHORIZE A SETTLEMENT OF THE WORKERS
COMPENSATION CLAIM OF WILLIAM RIVERA PURUSANT TO
SECTION 32 OF THE WORKERS COMPENSATION LAW IN THE AMOUNT OF
THIRTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS

WHEREAS, William Rivera was employed by the City of Newburgh as a sanitation worker and suffered an on-the-job back injury on December 5, 1994; and

WHEREAS, the New York State Workers Compensation Board has classified the injury as a permanent partial disability which obligates the City to pay a weekly scheduled benefit rate; and

WHEREAS, under Section 32 of the NYS Workers Compensation Law, the employee and the employer may settle the employee's claim for a lump sum amount in lieu of the weekly benefit and medical payments; and

WHEREAS, the employee has offered to settle his workers compensation claim pursuant to Section 32 of the Workers Compensation Law for a City of Newburgh contribution in the amount of Thirteen Thousand Five Hundred Fifty (\$13,550.00) Dollars to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the workers compensation claim of William Rivera against the City of Newburgh in the total amount of Thirteen Thousand Five Hundred Fifty (\$13,550.00) Dollars and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 181 - 2013

OF

AUGUST 19, 2013

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2011 RELATIVE TO
109 S. WILLIAM STREET (SECTION 45, BLOCK 4, LOT 5)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2012-001071; and

WHEREAS, first position mortgage holder TD Bank, N.A., by their attorney, served an Answer to such action in regard to the foreclosure of 109 S. William Street (Section 45, Block 4, Lot 5); and

WHEREAS, the attorney for TD Bank, N.A. has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to withdraw the liens on the property located at 109 S. William Street (Section 45, Block 4, Lot 5), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Sixty Thousand Five Hundred Ninety Nine And 76/100 (\$60,599.76) Dollars representing substantially all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2012-2013 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before August 31, 2013.

RESOLUTION NO.: 147 -2013

OF

JULY 15, 2013

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE YOUTH EMPOWERMENT CENTER FOR THE
FIRST FLOOR OF 104 SOUTH LANDER STREET FOR A TERM OF ONE YEAR**

WHEREAS, the Youth Empowerment Center (YEC) has expressed an interest in using the first floor of the building located at 104 South Lander Street to establish a location for providing youth programs and services; and

WHEREAS, allowing the YEC to use the first floor of the building located at 104 South Lander street will require a license agreement which the term of said license shall be one year and which may automatically renew for successive one year terms unless terminated as set forth in the license agreement, a copy of which is annexed hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the attached license agreement with the Youth Empowerment Center for the use of the first floor of 104 South Lander Street in substantially the same form and on the terms and conditions contained in the attached license agreement, including such other terms and conditions as may be deemed appropriate and necessary by the Interim City Manager and /or the Corporation Counsel in order to carry-out the subject transaction.

LICENSE AGREEMENT

This Agreement made this _____ day of _____ 2013, between the CITY OF NEWBURGH, a municipal corporation having its principal offices at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "LICENSOR" or "CITY) and YOUTH EMPOWERMENT CENTER, a corporation organized and existing under the laws of the State of New York, having its principal place of business at _____, Newburgh NY 12550 (herein referred to as "LICENSEE" or "YEC").

WITNESSETH:

WHEREAS, LICENSOR owns property located at 104 South Lander Street, Newburgh, New York, hereinafter referred to as the "PREMISES"; and

WHEREAS, LICENSEE desires the license or privilege of gaining access to the first floor of the Premises for the purpose of establishing a community center for youth programs and services; and

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

NOW THEREFORE, in pursuance of said agreement and in consideration of ONE AND NO/100 (\$1.00) DOLLAR paid by each of said parties to each other, receipt of which is hereby acknowledged and of the mutual covenant, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. PREMISES:

LICENSOR does hereby grant unto LICENSEE use and occupancy of the first floor of the Premises for the purpose of establishing a community center for youth programs and services according to the terms and conditions as hereinafter provided.

2. TERM:

The license granted hereunder shall be for a term of one (1) year, commencing upon the date this Agreement shall be properly executed by both parties, unless earlier terminated by either or both parties as provided herein.

3. CONSIDERATION:

The consideration shall be ONE AND No/100 (1.00) DOLLAR payable by each party to the other upon execution of this License Agreement, and all such other covenants, promises and understandings provided herein.

4. LIABILITY/INSURANCE:

A. LICENSOR and LICENSEE each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree to cooperate in good faith to resolve any claims promptly and wherever appropriate without litigation.

B. LICENSOR and LICENSEE shall at all times during the term of this Agreement maintain and keep in force comprehensive general liability insurance. LICENSEE shall provide to LICENSOR a copy of the certificate of said general liability insurance. LICENSOR shall at all times during the term of this Agreement maintain and keep in force property and casualty insurance covering the Premises.

5. USE AND OCCUPANCY:

LICENSEE shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises and according to the following conditions:

- a. Licensee's access to the Premises shall be Thursday, Friday and Saturday each week from 1:00 pm until 1:00 am.
- b. Licensee may provide youth programs on Thursday, Friday and Saturday each week from 3:00 pm to 12:00 am. However, no program for teenage youth may begin before 5:00 pm on Thursday and Friday.
- c. Licensee shall provide its own security.

LICENSOR shall notify LICENSEE when other organizations are scheduled for the approved use of the PREMISES.

6. IMPROVEMENT AND MAINTENANCE:

- A. LICENSOR shall maintain the Premises in good repair and conditions, supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal during the period of this Agreement.
- B. LICENSOR shall install a gate or door at the top of the stairs between the first and second floors; shall provide LICENSEE with two (2) keys to the front door of the PREMISES and a code to the security alarm; and shall permit LICENSEE to store items and supplies in the rear closet.
- C. LICENSEE may provide office furniture and equipment necessary and proper for the intended use of the Premises and may make other minor alterations to the Premises which shall be removed upon the termination of this Agreement.
- D. LICENSEE shall maintain the Premises in a clean and orderly condition; shall provide their own clean up service; surrender the Premises in the same state and condition as it was at the commencement of LICENSEE's use and occupancy.
- E. LICENSEE may install a new lock to the rear closet; may install a new thirty (30") inch electric stove, which shall become a fixture remaining with the Premises after the expiration of this Agreement; and may paint the interior walls subject to the approval of LICENSOR as to color.

7. ADDRESSEES FOR PURPOSES OF NOTICE:

All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: City Manager
With copies to:	City of Newburgh 83 Broadway Newburgh, NY 12550 Attn: Corporation Counsel
If to YEC:	Youth Empowerment Center Newburgh, NY 12550 Attn:

With copies to:

Attn:

8. ENFORCEABILITY:

Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.

9. NON-ASSIGNMENT:

LICENSEE shall not have the right to assign this Agreement without prior written approval of LICENSOR.

10. INVALIDITY OF PROVISIONS:

If any term or provision of this Easement Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12. HEADINGS:

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.

13. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have signed
this Agreement below.

(date)

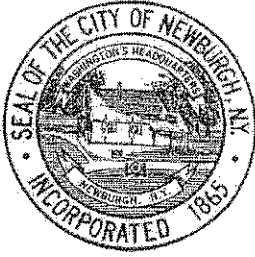
CITY OF NEWBURGH, LICENSOR

By: _____
JAMES A. SLAUGHTER
Interim City Manager

(date)

YOUTH EMPOWERMENT CENTER,
LICENSEE

By: _____



CITY OF NEWBURGH
COUNCIL MEETING AGENDA

August 19, 2013

7:00 pm

Mayor:

1. Prayer
2. Pledge of Allegiance

City Clerk:

3. Roll Call

Communications:

4. Approval of the minutes of the Work Session meeting of July 11, 2013, the City Council meeting of July 15, 2013 and the special City Council meeting of August 1, 2013.

Presentation:

5. Certificate of Appreciation presented to Reverend Joel Sheets and the congregation of Grace Community Church for their generous donation of transportation for the City of Newburgh Summer Playground Fundamental Camp and for beautifying the grounds of the City of Newburgh Activity Center.

Proposed Public Hearing:

6. (Res. 163) A resolution of the City Council of the City of Newburgh under State Environmental Quality Review Act (SEQRA) declaring the intent of the City Council of the City of Newburgh to be lead agency, considering an environmental assessment form (EAF), notifying interested agencies and scheduling a joint public hearing with the City of Newburgh Planning Board on the application of Mill Street Partners, LLC for a large-scale mixed-use development Special Use Permit concerning the redevelopment of the Mid-Broadway site.
7. (Res. 172) A resolution scheduling a public hearing for September 12, 2013 to hear public comment regarding a recommended amendment to the fiscal year 2013 Community Development Block Grant budget of the City of Newburgh.

Public Hearing:

8. A public hearing to receive comment concerning a local law amending Chapter 70 entitled "Parking Violations Bureau" of the Code of the City of Newburgh to increase fines for certain parking violations.
9. A public hearing to receive comment regarding the housing and community development needs of the City of Newburgh in order to assist with the preparation of the Housing and Community Development Plan for fiscal year 2014.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

10. Local Law No. 1 - 2013
A local law amending Chapter 70 entitled "Parking Violations Bureau" of the Code of the City of Newburgh to increase fines for certain parking violations.
11. Resolution No. 164 - 2013
A resolution of the City Council of the City of Newburgh adopting the Environmental Assessment Form and issuing a Negative Declaration under the State Environmental Quality Review Act concerning a local law rescinding City Charter Section C15.11 through C15.17 entitled "Board of Parks, Recreation and Conservation", Chapter 279, "Trees and Shrubs" and Chapter 296 "Waterfront Consistency Review" and the adoption of Chapter 159 creating a Conservation Advisory Council and an amendment of Chapter 300, the Zoning Ordinance of the City of Newburgh.
12. Local Law No. 2 - 2013
A local law rescinding City Charter Section C15.11 through C15.17 entitled "Board of Parks, Recreation and Conservation, Chapter 279 entitled "Trees and Shrubs" and rescinding Chapter 296 entitled "Waterfront Consistency Review" and adding Chapter 159 entitled "Conservation Advisory Council" to the Code of the City of Newburgh.
13. Ordinance No. 10 - 2013
An ordinance to amend Chapter 300 entitled "Zoning" and to amend Chapter 234, entitled "Property Damage" of the Code of Ordinances of the City of Newburgh to conform to the creation of a Conservation Advisory Council in the City of Newburgh.
14. Resolution No. 165 - 2013
A resolution authorizing the extension of time to close title on the property located at 34 Carter Street (Section 22, Block 2, Lot 26) sold at private sale to Stacey Burks.

15. Resolution No. 166 - 2013
A resolution authorizing the interim City Manager to enter into an agreement with a licensed real estate appraiser for professional appraisal services in connection with the sale of City-owned properties.
16. Resolution No. 167 - 2013
A resolution authorizing the interim City Manager to enter into an agreement with the Research Foundation for the State University of New York at New Paltz to develop an interactive website showing a map of abandoned properties in the City of Newburgh.
17. Resolution No. 168 - 2013
A resolution authorizing the City Manager to apply for and to accept if awarded a grant in an amount not to exceed two million dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response Program (SAFER) to provide funding to hire 15 firefighters in the City of Newburgh with no City match required.
18. Resolution No. 169 - 2013
A resolution authorizing the City of Newburgh Fire Department to become a participating agency in the New York Task Force Search and Rescue Team.
19. Resolution No. 170 – 2013
A resolution amending Resolution No. 135-2013 of July 15, 2013 which authorized the interim City Manager to execute vendor services agreements with various service providers in connection with the closeout of the 21st Century Learning Center grant program.
20. Resolution No. 171 – 2013
A resolution amending Resolution No. 223-2012, the 2013 Budget for the City of Newburgh, New York to transfer \$6,500.00 from Independence Day to International Festival to cover anticipated expenditures.
21. Resolution No. 173 – 2013
A resolution authorizing the interim City Manager to enter into a license agreement with the Workforce Development Institute, Inc. for a portion of the first floor of 123 Grand Street for a term of one year.
22. Resolution No. 174 – 2013
A resolution authorizing the interim City Manager to execute a license agreement with Art and John's Auto Collision to allow access to City-owned property as a parking and storage area for a vehicle, equipment and related materials during the

installation of monitoring wells in connection with the environmental remediation of City-owned property located at 210 Mill Street.

23. Resolution No. 175 – 2013

A resolution authorizing the interim City Manager to execute an agreement with Ricoh USA, Inc. to lease a Ricoh Copier at the cost of \$202.27 per month for 36 months.

24. Resolution No. 176 – 2013

A resolution authorizing the execution of a license agreement for the use of the stadium located at Delano Hitch Recreation Park by the Newburgh Hook Elite Boxing Club and EBC Sports Ministry.

25. Resolution No. 177 – 2013

A resolution authorizing the interim City Manager to enter into an agreement with Blacks in Law Enforcement of America to provide assistance in the recruitment efforts of the City of Newburgh for the Police Officer Civil Service Exam.

26. Resolution No. 178 – 2013

A resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the years 2011 and 2012 relative to 303 Broadway.

27. Resolution No. 179 - 2013

A resolution amending Resolution No. 223-2012, the 2013 Budget for the City of Newburgh, New York to transfer \$100,000.00 from general fund balance, \$238,000.00 from TAN issuance and \$24,000.00 from Bond issuance expense to fund fire department overtime.

28. Resolution No. 180 – 2013

A resolution authorizing the settlement of the workers compensation claim of William Rivera pursuant to Section 32 of the Workers Compensation Law in the amount of thirteen thousand five hundred fifty dollars.

29. Resolution No. 181 – 2013

A resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the year 2011 relative to 109 S. William Street.

Old Business:

30. Resolution No. 147 - 2013

A resolution authorizing the interim City Manager to enter into a license agreement with the Youth Empowerment Center for the first floor of 104 South Lander Street for a term of one year.

Agenda - City Council Meeting
August 19, 2013

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

RESOLUTION NO.: 163 - 2013

OF

AUGUST 19, 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)
DECLARING THE INTENT OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
TO BE LEAD AGENCY, CONSIDERING AN ENVIRONMENTAL ASSESSMENT FORM
(EAF), NOTIFYING INTERESTED AGENCIES AND SCHEDULING A JOINT PUBLIC
HEARING WITH THE CITY OF NEWBURGH PLANNING BOARD ON THE
APPLICATION OF MILL STREET PARTNERS, LLC FOR A LARGE-SCALE MIXED-USE
DEVELOPMENT SPECIAL USE PERMIT CONCERNING THE REDEVELOPMENT OF
THE MID-BROADWAY SITE**

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site (the "Project"); and

WHEREAS, Mill Street Partners, LLC has made an application for a Large-Scale Mixed-Use Development Special Use Permit from the City Council pursuant to Section 300-38 of the Zoning Code of the City of Newburgh; and

WHEREAS, Mill Street Partners, LLC has made an application for Site Plan approval from the City of Newburgh Planning Board pursuant to Section 300-50 of the Zoning Code of the City of Newburgh; and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to be Lead Agency, declare the action to be a Type I Action, refer the proposed Large-Scale Mixed-Use Development Special Use Permit Application to the Orange County Planning Department pursuant to General Municipal Law Section 239, and schedule a joint public hearing with the Planning Board in connection with the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6;

2. Classifies the action as a Type I Action;
3. Proposes to accept as complete the Environmental Assessment Form ("EAF") attached hereto; and
4. Refers the proposed Large-Scale Mixed-Use Development Special Use Permit Application to the Orange County Planning Department as required by General Municipal Law Section 239; and
5. Schedules a joint public hearing with the Planning Board to receive comments concerning the Large-Scale Mixed-Use Development Special Use Permit Application of Mill Street Partners, LLC for the construction of a large-scale mixed use building under Section 300-38 of the Zoning Code of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 12th day of September, 2013, and any adjourned date, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:



Part 1



Part 2



Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- ☐ A. The project will not result in any large and important impact(s) and, therefore, is one which will **not** have a significant impact on the environment, therefore a **negative declaration will be prepared.**
- ☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- ☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Mid-Broadway Mixed Use Development; Newburgh, New York

Name of Action

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

website

Date

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 Mid-Broadway Mixed Use Development; Newburgh, New York

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

140 Broadway, Newburgh, New York 12550

Name of Applicant/Sponsor Mill Street Partners, LLC

Address 853 Broadway

City/PO New York

State New York

Zip Code 12550

Business Telephone 914-557-5875

Name of Owner (if different) City of Newburgh

Address 83 Broadway

City/PO Newburgh

State New York

Zip Code 845-569-7300

Business Telephone 845-569-7300

Description of Action:

The Action consists of a mixed use development with 91 residential units above +/- 13,800 sq. ft. of retail business at street level with associated appurtenant structures. The project will be a redevelopment project on mostly vacant (an abandoned 3 story building to be razed is the only structure) +/- 1.927 acre parcel of City of Newburgh owned property. The proposed building will range from four to five stories and have frontage on Broadway, Lander and Johnson Streets. 155 off-street spaces, a loading dock, outdoor seating and a play area are proposed behind the building. Adequate city infrastructure (i.e. water, sewer, gas, electric, etc.) is available to serve the proposed development. Developers agreement allows for 26 shared parking spaces located in the Municipal parking lot across Lander Street behind the DMV office.

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 Urban Residential

2. Total acreage of project area: 1.94 +/- acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>0</u> acres	<u>0</u> acres
Forested	<u>0</u> acres	<u>0</u> acres
Agricultural (includes orchards, cropland, pasture, etc.)	<u>0</u> acres	<u>0</u> acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	<u>0</u> acres	<u>0</u> acres
Water Surface Area	<u>0</u> acres	<u>0</u> acres
Unvegetated (Rock, earth or fill)	<u>0</u> acres	<u>0</u> acres
Roads, buildings and other paved surfaces	<u>1.38</u> acres	<u>1.8</u> acres
Other (Indicate type) <u>Landscaped areas.</u>	<u>0.56</u> acres	<u>0.14</u> acres

3. What is predominant soil type(s) on project site? Mardin Loam (MdB), group "D"

- a. Soil drainage: ☐ Well drained ____% of site ☒ Moderately well drained 40% of site.
☒ Poorly drained 60% 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 14 - 26 (in feet)

5. Approximate percentage of proposed project site with slopes:

☒ 0-10% 100% ☐ 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? 8 - 11 +/- (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:

New York State Department of Environmental Conservation

Identify each species:

N/A

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:

N/A

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

View of Mount Beacon and areas of the Newburgh Historic District

15. Streams within or contiguous to project area:

None

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

N/A

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

None

- b. Size (in acres):

N/A

17. Is the site served by existing public utilities? ☒ Yes ☐ No
- a. If YES, does sufficient capacity exist to allow connection? ☒ Yes ☐ No
- b. If YES, will improvements be necessary to allow connection? ☒ Yes ☐ No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 3047? ☐ 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 6177? ☐ Yes ☒ No
20. Has the site ever been used for the disposal of solid or hazardous wastes? ☐ Yes ☒ No

B. Project Description

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

- a. Total contiguous acreage owned or controlled by project sponsor: 1.94+/- acres.
- b. Project acreage to be developed: 0 acres initially; 1.94+/- acres ultimately.
- c. Project acreage to remain undeveloped: 0 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 0; proposed 155
- g. Maximum vehicular trips generated per hour: +/-200 (upon completion of project)?
- h. If residential: Number and type of housing units:

	One Family	Two Family	Multiple Family	Condominium
Initially	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ultimately	<u>0</u>	<u>0</u>	<u>0</u>	<u>91</u>

- i. Dimensions (in feet) of largest proposed structure: 64 height; 210' width; 188' max length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? 765 +/- ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? 3,000 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?

Mixed use development

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? 0.5 +/- acres.

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: 24 months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated 1 (number)

b. Anticipated date of commencement phase 1: Oct month 2013 year, (including demolition)

c. Approximate completion date of final phase: Oct month 2015 year.

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

8. Will blasting occur during construction? ☐ Yes ☒ No

9. Number of jobs generated: during construction 150; after project is complete 31

10. Number of jobs eliminated by this project 0.

11. Will project require relocation of any projects or facilities? ☐ Yes ☒ No

If yes, explain:

12. Is surface liquid waste disposal involved? ☐ Yes ☒ No

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

b. Name of water body into which effluent will be discharged N/A

13. Is subsurface liquid waste disposal involved? ☐ Yes ☒ No Type N/A

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

If yes, explain:

N/A

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

a. If yes, what is the amount per month? +/-15 tons

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

c. If yes, give name Orange Cty Transfer #2; location 9 Orr Avenue, Newburgh

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

e. If yes, explain:

N/A

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

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

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

21. Will project result in an increase in energy use? ☒ Yes ☐ No

If yes, indicate type(s)

Residential and retail electric and gas usage.

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

23. Total anticipated water usage per day 19,468 gallons/day.

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

If yes, explain:

New York State's Housing Finance Agency (NYS HFA), New York State Housing Trust Fund, New York State Empire State Development, New York State Energy Research and Development Authority (NYSERDA), Orange County Office of Community Development, City of Newburgh

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	☒ Yes ☐ No	Special Use Permit	August 2013
City, Town, Village Planning Board	☒ Yes ☐ No	Site Plan Approval	May 2013
		Lot Line Adjustment	October 2013
City, Town Zoning Board	☐ Yes ☒ No		
City, County Health Department	☒ Yes ☐ No	Orange County DOH	TBD
Other Local Agencies	☒ Yes ☐ No	Orange County GML	August 2013
		Newburgh water/sewer dept.	TBD
		Arch. Review Comm.	May 2013
Other Regional Agencies	☐ Yes ☒ No		
State Agencies	☒ Yes ☐ No	NYSHFA	April 2013
			April 2013
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), Large Scale Mixed Use Development

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

As proposed.

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

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

Commercial & Residential (R-2, R-1, & C-1)

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? N/A

- a. What is the minimum lot size proposed? N/A

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

A traffic analysis will be prepared and submitted with a future submission.

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 Preparer, William Moran, PE Date August 9, 2013

Signature 

Title Preparer, Senior Engineer

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

Prepared by: Tectonic Engineering & Surveying Consultants P.C.
70 Pleasant Hill Road, PO Box 37
Mountainville, NY 10953
(800) 829-6531

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO ☐ YES ☒

Examples that would apply to column 2

- | | | | | |
|--|-------------------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Construction on land where the depth to the water table is less than 3 feet. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Construction of paved parking area for 1,000 or more vehicles. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | ☒ | ☐ | ☐ Yes | ☐ No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | ☐ | ☐ | ☐ Yes | ☐ No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
--	-------------------------------------	-----------------------------------	--

- | | | | |
|---|--------------------------|--------------------------|--|
| • Construction or expansion of a sanitary landfill. | ☐ | ☐ | ☐ Yes ☐ No |
| • Construction in a designated floodway. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

☒ NO ☐ YES

- | | | | |
|------------------------|--------------------------|--------------------------|--|
| • Specific land forms: | ☐ | ☐ | ☐ Yes ☐ No |
|------------------------|--------------------------|--------------------------|--|

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • Developable area of site contains a protected water body. | ☐ | ☐ | ☐ Yes ☐ No |
| • Dredging more than 100 cubic yards of material from channel of a protected stream. | ☐ | ☐ | ☐ Yes ☐ No |
| • Extension of utility distribution facilities through a protected water body. | ☐ | ☐ | ☐ Yes ☐ No |
| • Construction in a designated freshwater or tidal wetland. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

4. Will Proposed Action affect any non-protected existing or new body of water?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease. | ☐ | ☐ | ☐ Yes ☐ No |
| • Construction of a body of water that exceeds 10 acres of surface area. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

5. Will Proposed Action affect surface or groundwater quality or quantity?

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|--|-------------------------------------|--------------------------|--|
| • Proposed Action will require a discharge permit. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity. | ☐ | ☐ | ☐ Yes ☐ No |
| • Construction or operation causing any contamination of a water supply system. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will adversely affect groundwater. | ☐ | ☐ | ☐ Yes ☐ No |
| • Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action would use water in excess of 20,000 gallons per day. | ☒ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will allow residential uses in areas without water and/or sewer services. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|--|-------------------------------------|--------------------------|--|
| • Proposed Action would change flood water flows | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action may cause substantial erosion. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action is incompatible with existing drainage patterns. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will allow development in a designated floodway. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☒ | ☐ | ☐ Yes ☐ No |

Development of the project site will inevitably change surface water runoff flow rates and patterns. The Applicant's Engineer has prepared a SWPPP with mitigation measures.

IMPACT ON AIR

7. Will Proposed Action affect air quality?

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|---|-------------------------------------|--------------------------|--|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | ☐ | ☐ | ☐ Yes ☐ No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☒ | ☐ | ☐ Yes ☐ No |

The project is located in a PM2.5 Nonattainment Area (Orange County) with regard to air quality.

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | ☐ | ☐ | ☐ Yes ☐ No |
|---|--------------------------|--------------------------|--|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	☐	☐	☐ Yes ☐ No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

☒ NO ☐ YES

Examples that would apply to column 2

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|--|-------------------------------------|-----------------------------------|--|
| • Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

--

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

☒ NO ☐ YES

Examples that would apply to column 2

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|--|-------------------------------------|-----------------------------------|--|
| • The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.) | ☐ | ☐ | ☐ Yes ☐ No |
| • Construction activity would excavate or compact the soil profile of agricultural land. | ☐ | ☐ | ☐ Yes ☐ No |
| • The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land. | ☐ | ☐ | ☐ Yes ☐ No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|---|-------------------------------------|--------------------------|--|
| • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource. | ☐ | ☐ | ☐ Yes ☐ No |
| • Project components that will result in the elimination or significant screening of scenic views known to be important to the area. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☒ | ☐ | ☐ Yes ☐ No |

Redevelopment of the site will involve the construction of a new 4 to 5 story building that may create new scenic views, but may also screen some existing views.

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places. | ☐ | ☐ | ☐ Yes ☐ No |
| • Any impact to an archaeological site or fossil bed located within the project site. | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory. | ☐ | ☐ | ☐ Yes ☐ No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	☐	☒	☒ Yes ☐ No

Redevelopment involves construction of a new building within a designated historic district.

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • The permanent foreclosure of a future recreational opportunity. | ☐ | ☐ | ☐ Yes ☐ No |
| • A major reduction of an open space important to the community. | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

☒ NO ☐ YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action to locate within the CEA? | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will result in a reduction in the quantity of the resource? | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will result in a reduction in the quality of the resource? | ☐ | ☐ | ☐ Yes ☐ No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | ☐ | ☐ | ☐ Yes ☐ No |
| • Other impacts: | ☐ | ☐ | ☐ Yes ☐ No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

☐ NO ☒ YES

Examples that would apply to column 2

• Alteration of present patterns of movement of people and/or goods.

☐
☐

☐ Yes

☐ No

• Proposed Action will result in major traffic problems.

☐
☐

☐ Yes

☐ No

• Other impacts:

☐
☒

☒ Yes

☐ No

Redevelopment of the project site will increase traffic levels in the surrounding streets and intersections. Existing parking spaces outside of the project area will also be eliminated.

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

☐ NO ☒ YES

Examples that would apply to column 2

• Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.

☐
☐

☐ Yes

☐ No

• Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use.

☐
☐

☐ Yes

☐ No

• Other impacts:

☒
☐

☐ Yes

☐ No

Redevelopment of the project site will cause a minor localized increase in demand for fuel and energy.

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

☐ NO ☒ YES

Examples that would apply to column 2

• Blasting within 1,500 feet of a hospital, school or other sensitive facility.

☐
☐

☐ Yes

☐ No

• Odors will occur routinely (more than one hour per day).

☐
☐

☐ Yes

☐ No

• Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures.

☐
☐

☐ Yes

☐ No

• Proposed Action will remove natural barriers that would act as a noise screen.

☐
☐

☐ Yes

☐ No

• Other impacts:

☒
☐

☐ Yes

☐ No

Temporary impacts during the construction phase.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?

☐ NO ☒ YES

- | | | | | |
|--|-------------------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.) | ☐ | ☐ | ☐ Yes | ☐ No |
| • Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Other impacts: | ☒ | ☐ | ☐ Yes | ☐ No |

A Phase II Environmental Study revealed the presence of petroleum contaminated soils and an underground storage tank (UST) within the project area.

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%. | ☐ | ☐ | ☐ Yes | ☐ No |
| • The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Proposed Action will conflict with officially adopted plans or goals. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Proposed Action will cause a change in the density of land use. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community. | ☐ | ☐ | ☐ Yes | ☐ No |
| • Development will create a demand for additional community services (e.g. schools, police and fire, etc.) | ☐ | ☐ | ☐ Yes | ☐ No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	☐	☐	☐ Yes ☐ No
• Proposed Action will create or eliminate employment.	☒	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

☐ NO ☐ YES Unknown

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

See attached sheets.

Part III - Full Environmental Assessment Form

Mid-Broadway Mixed-Use Site

Impact on Land

1. Will the Proposed Action result in a physical change to the project site? **(YES)**

- Construction that will continue for more than 1 year or involve more than one phase or stage.

Response: Redevelopment of the site will involve the construction of a 4 to 5 story, 91-unit mixed-use residential & retail facility. Parking, lighting, landscaping, stormwater drainage and other associated appurtenances will also require construction to accommodate a facility of this size. Construction of this facility will likely take approximately 2 years due to the size and complexity of the project. The most intrusive portion of the project will involve the earthwork stage that is planned to take place during the beginning of the project. The majority of the construction duration will involve the erection of the actual building, which will have less of an impact to the surrounding community. It is not believed that the planned 2-year construction duration will have a significant negative impact to the community.

Impact on Water

5. Will the Proposed Action affect surface or groundwater quality or quantity? **(YES)**

- Proposed Action would use water in excess of 20,000 gallons per day.

Response: Redevelopment of the site will involve the construction of a 91-Unit Mixed-Use residential/retail facility. The project engineer's projections of the anticipated water usage by the facility will consist of approximately 19,468 gallons per day. The City's existing water supply infrastructure is capable of handling this relatively small increase in demand for potable water.

Impact on Air

7. Will Proposed Action affect air quality? **(YES)**

- Other Impacts.

Response: The project is located in a PM2.5 Nonattainment Area (Orange County) with regard to air quality. This potential impact will be outlined in the traffic analysis being prepared by the Applicant's Consultant.

Impact on Aesthetic Resources

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.) (YES)

- Other impacts.

Response: Redevelopment of the site will involve the construction of a new 4 to 5 story building that may create new scenic views, or eliminate some existing views. The applicant has provided elevation renderings showing the newly proposed building. These elevations shall be submitted, reviewed and approved by the Architectural Review Board.

Impact on Historic and Archaeological Resources

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance? (YES)

- Other impacts.

Response: Redevelopment of the site will involve the construction of a new 4 to 5 story mixed-use building within a designated historic district (See OPRHP map attachment). The project's intended use is consistent with the surrounding commercial and residential uses, and the project architect has designed the building facades to blend in with the historical architecture of the surrounding community.

Impact on Transportation

15. Will there be an effect on existing transportation systems? (YES)

- Other impacts.

Response: Redevelopment of the project site will increase traffic levels in the surrounding streets and intersections. Existing parking spaces located outside of the project area will also be eliminated (East & West sides of Lander Street and in Parking Lot behind DMV). The applicant shall evaluate the traffic impact on the nearby intersections. The applicant shall also prepare a parking analysis to

demonstrate that the proposed impact will not create a significant negative impact on parking within the City.

Impact on Energy

16. Will there be an effect on the community's sources of fuel or energy supply? (YES)

- Other impacts.

Response: Redevelopment of the project site will inevitably cause minor localized increases in demand for fuel and energy. This project will be constructed in place of existing, abandoned residential and commercial facilities that had a past demand for fuel and energy. While the new proposal will involve a greater density in residential use, the facility will be constructed with greater energy efficiency, and will also incorporate sustainable energy facilities such as solar panels, to assist in offsetting the demand for conventional energy resources.

Noise and Odor Impact

17. Will there be objectionable odors, noise or vibration as a result of the Proposed Action? (YES)

- Other impacts.

Response: Temporary noise and vibration impacts will take place during the earthwork construction phase of the project. These impacts will be temporary and short in duration. They will be mitigated by complying with the City's noise ordinance, and restricting certain construction operations to certain hours as specified in the City of Newburgh's Noise Ordinance.

Impact on Public Health

18. Will Proposed Action affect public health and safety? (YES)

- Other impacts.

Response: A Phase II Environmental Study was completed by the office of Ecosystems Strategies, Inc. This study identified an existing buried underground storage tank with surrounding contaminated soil, leaking drums containing petroleum, site soils contaminated with PAHs, metals and PCBs, along with low level VOCs. The Phase II report recommends appropriate remediation measures to deal with these existing contaminated soils. Some of these measures will be put into place prior to development, and some aspects of remediation

will be required of the developer once construction is underway. It is believed that these remediation measures can be performed on a parallel path alongside project review, approval and construction.

Impact on Growth and Character of Community or Neighborhood

19. Will Proposed Action affect the character of the existing community? (YES)

- Proposed Action will create or eliminate employment.

Response: Approval of the proposed action will create approximately 150 temporary jobs during construction, and 31 permanent jobs after construction is completed. The addition of these temporary and permanent jobs to the City will undoubtedly be a positive impact.

Mid Broadway Mixed Use Development**Projected Water and Wastewater Demand**

Type of Facility	Flow Rate per Unit / SF/ Emp (GPD)	Number of Units / SF/ Emp	Expected Hydraulic Loading Rate (GPD)
One-Bedroom Apartment	150	40	6,000
Two-Bedroom Apartment	300	39	11,700
Three-Bedroom Townhouse	400	12	4,800
Commercial/Retail	0.1	13,700	1,370
Commercial/Retail Employees add 15 GPD/Emp	15	31	465
Sub Total:			24,335
Apply 20% reduction for water-saving devices, Total:			19,468

Source: Flow rates based on the New York State Department of Environmental Conservation (NYSDEC) Design Standards for Wastewater Treatment Works, 1988 edition.

Click on map to: Zoom in



RESOLUTION NO.: 172 -2013

OF

AUGUST 19, 2013

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 12, 201 TO HEAR PUBLIC COMMENT
REGARDING A RECOMMENDED AMENDMENT TO THE FISCAL YEAR 2013
COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments regarding a recommended amendment to the Fiscal Year 2013 Community Development Block Grant Budget of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 12th day of September 2013 in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York

LOCAL LAW NO.: _____ - 2013

OF

_____, 2013

A LOCAL LAW AMENDING CHAPTER 70 ENTITLED "PARKING VIOLATIONS
BUREAU" OF THE CODE OF THE CITY OF NEWBURGH TO INCREASE FINES
FOR CERTAIN PARKING VIOLATIONS

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 70 Entitled 'Parking Violations Bureau' of the Code of Ordinances of the City of Newburgh to Increase Fines for Certain Parking Violations ."

SECTION 2 - AMENDMENT

Chapter 70 entitled "Parking Violations Bureau" is hereby amended to read as follows:

§ 70-17. Schedule of fines and penalties.

The schedule of fines and penalties shall be as follows:

Violation	Fine
Failure to deposit required coins in a parking meter, overtime parking in a metered space or other meter violation	\$15.00
Parking prohibited beyond time limit allowed, other than parking meter	\$10.00
Parking over lines	\$10.00
Improper Angle Parking	\$10.00
Parking on the sidewalk	\$10.00
Parking prohibited upon publicly or privately owned premises without permission	\$10.00
Parking in City lot without permit	\$10.00 <u>25.00</u>
Restricted Parking near Newburgh Free Academy and St. Luke's Cornwall Hospital	\$10.00
Stopped, standing or parked facing wrong direction	\$10.00
Stopped, standing or parked more than 12 inches from curb	\$10.00

Underlining denotes additions

~~Strikethrough~~ denotes deletions

Parking prohibitions:

Parking prohibited at any time	\$10.00
Parking prohibited during certain hours	\$10.00
Parking prohibited on alternate days	\$25.00
Parking prohibited on alternate days - snow emergency	\$50.00
Parking prohibited on alternate days - street cleaning	\$50.00
Parking prohibited on snow emergency routes	\$50.00
Parking prohibited in a taxi stand	\$10.00
Parking prohibited in a bus stop	\$10.00
Parking prohibited in a loading zone	\$10.00
Parking prohibited in boat trailer parking zone	\$10.00 <u>25.00</u>

Violation	Fine
-----------	------

Standing prohibitions:

Standing prohibited at any time	\$10.00
Standing prohibited during certain hours	\$10.00
Standing prohibited from here to corner	\$20.00

Stopping prohibitions:

Stopping prohibited at any time	\$10.00
Stopping prohibited during certain hours	\$10.00
Stopping prohibited from here to corner	\$20.00
Stopped, standing or parked on a sidewalk	\$20.00
Standing or parked in front of a public or private driveway	\$25.00
Expired certificate of inspection or registration	\$20.00
Stopped, standing or parked within 15 feet of a fire hydrant	\$25.00 <u>100.00</u>

Double parking	\$25.00 <u>50.00</u>
Obstructing traffic	\$25.00
Interfering with snow removal	\$50.00
Public Safety Reserved Parking	\$10.00
Parking/Standing within 50 ft of Firehouse	\$10.00 <u>25.00</u>
Handicapped parking violations per § 1203-c of the Vehicle and Traffic Law	\$100.00

NOTE: In addition, a surcharge of \$30 has been levied by the state of New York for handicapped parking violations pursuant to § 1809-b of the Vehicle and Traffic Law.

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

This Local Law shall be effective immediately upon adoption in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 164 - 2013

OF

AUGUST 19, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING THE ENVIRONMENTAL ASSESSMENT FORM AND ISSUING A
NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) CONCERNING A LOCAL LAW RESCINDING CITY CHARTER SECTION
C15.11 THROUGH C15.17 ENTITLED "BOARD OF PARKS, RECREATION AND
CONSERVATION", CHAPTER 279, "TREES AND SHRUBS" AND CHAPTER 296,
"WATERFRONT CONSISTENCY REVIEW" AND THE ADOPTION OF CHAPTER 159
CREATING A CONSERVATION ADVISORY COUNCIL AND AN AMENDMENT OF
CHAPTER 300, THE ZONING ORDINANCE OF THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 117-2013 of June 17, 2013, the City Council of the City of Newburgh declared itself as the Lead Agency for the environmental review of "A Local Law Rescinding City Charter Section C15.11 through C15.17 entitled "Board of Parks, Recreation and Conservation", Chapter 279, "Trees and Shrubs" and Chapter 296, "Waterfront Consistency Review" and the Adoption of Chapter 159 Creating a Conservation Advisory Council" and "An Ordinance to Amend Chapter 300 entitled "Zoning" of the Code of Ordinances of the City of Newburgh ("the legislation") pursuant to 6 NYCRR 617.6; classified the adoption of the proposed legislation as an Unlisted Action; proposed to accept as complete the Environmental Assessment Form ("EAF"); referred the proposed legislation to the Orange County Planning Department as required by General Municipal Law Section 239; and scheduled a public hearing to receive comments regarding the proposed legislation; and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh now wishes to approve and adopt the EAF; and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of adopting the legislation and has determined that there will be no negative environmental impacts regarding same; and

WHEREAS, the City Council finds that the adoption of the legislation 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 hereby adopts the EAF and issues a Negative Declaration pursuant to the SEQRA.

LOCAL LAW NO.: 2 - 2013

OF

AUGUST 19, 2013

A LOCAL LAW RESCINDING CITY CHARTER SECTION C15.11 THROUGH C15.17
ENTITLED "BOARD OF PARKS, RECREATION AND CONSERVATION, CHAPTER 279
ENTITLED "TREES AND SHRUBS" AND RESCINDING CHAPTER 296 ENTITLED
"WATERFRONT CONSISTENCY REVIEW" AND ADDING CHAPTER 159 ENTITLED
"CONSERVATION ADVISORY COUNCIL" TO THE CODE OF THE CITY OF
NEWBURGH

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

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law Rescinding City Charter Section C15.11 through C15.17 Entitled "Board of Parks, Recreation and Conservation, Chapter 270 Entitled 'Trees and Shrubs' and Rescinding Chapter 296 Entitled 'Waterfront Consistency Review' and Adding Chapter 159 Entitled 'Conservation Advisory Council' to the Code of Ordinances of the City of Newburgh."

SECTION 2 – PURPOSE AND INTENT

The purpose of this local law is to create a Conservation Advisory Council in the City of Newburgh. The City of Newburgh wishes to create a more investment ready community and to achieve this goal, the City focused, in part, on streamlining the land use approval process. The streamlined land use approval process should attract real estate investment from current and potential residents, business owners, and developers by offering faster and more predictable land use processes and approvals. Streamlining these approvals will also encourage existing uses and structures to be maintained and upgraded.

Part of the streamlining process, recommended in the Pace Land Use Law Center Streamlining Report, includes the consolidation of the Waterfront Advisory Committee (WAC) and Shade Tree Commission (STC) into a new advisory council, in the form of a Conservation Advisory Council, which would act as an advocate for the City of Newburgh's natural resources.

Under this local law, the WAC and the STC would be integrated into a new Conservation Advisory Council, which would advocate for Newburgh's many valuable natural resources including open spaces, wetlands, coastal areas, and trees. In addition, the proposed CAC will create an inventory of Newburgh's natural resources, make recommendations to City agencies and

boards on environmental policies and practices, and promote the City's environmental goals to the public.

SECTION 3 – AMENDMENT

The City Charter is hereby amended to rescind City Charter Sections C15.11 through C15.17 entitled “Board of Parks, Recreation and Conservation and the Code of Ordinances is hereby amended to rescind Chapter 279 entitled “Trees and Shrubs” and to rescind Chapter 297 entitled “Waterfront Consistency Review” in their entirety. The Code of Ordinances is hereby further amended to add Chapter 159 entitled “Conservation Advisory Council” to read as follows:

Chapter 159: Conservation Advisory Council

Section 159-1: Title

This Chapter will be known as "Chapter 159 of the Code of Ordinances" and shall be entitled "The City of Newburgh Conservation Advisory Council."

Section 159-2: Authority and Purpose

A. This section is adopted under the authority of the Municipal Home Rule Law, New York General Municipal Law Article 12-F, the New York General Municipal Law Waterfront Revitalization and Coastal Resources Act of the State of New York (Article 42 of the Executive Law), and New York General Municipal Law Article 5, Section 96-B Tree Conservation.

B. The City of Newburgh ("City") is renowned for its scenic beauty and bucolic open spaces, urban and historic character, natural resources and outstanding quality of life. The City is also known for the care it takes to ensure that its nationally recognized resources are protected and preserved. The preservation and improvement of the quality of the natural environment within the City are of vital importance to the health, welfare and economic well-being of present and future residents and require action by the City Council. The City recognizes its vulnerabilities to changing weather patterns and the need to take measures to both mitigate and adapt to them; the City also acknowledges that green infrastructure tempers warming, sequesters carbon and helps to absorb storm water. It is recognized that the biologic integrity of the natural environment, on which residents depend for survival and the natural and functional beauty of our surroundings, which affect the quality of our life experiences, must be protected with the full cooperation and participation of all the people of the City working in partnership with local, state and federal officials and with various public and private institutions, agencies and organizations. Recognizing the effects of climate change, the preservation, enhancement, remediation, and utilization of the natural and man-made resources of the City, including its unique coastal area, must take place in a coordinated and comprehensive manner to ensure a proper balance between natural resources and the need to accommodate population growth and economic development. Accordingly, this

section is intended to achieve such a balance, permitting the beneficial use of natural resources while preventing: loss of living estuarine and riparian resources and wildlife; diminution of open space areas or public accesses to the waterfront; erosion of shoreline and stream-banks; impairment of scenic beauty; losses due to flooding, erosion and sedimentation; encroachment on such other lands owned by the City that would negatively impact its drinking water sources; or permanent adverse changes to ecological systems.

Establishment of a Conservation Advisory Council is a necessary step in fostering coordinated action on environmental issues. It is essential that the City Council designate one entity for coordinating and communicating, in a timely manner, all relevant information on the natural environment among the Planning Board, Zoning Board of Appeals, City Counsel, City Manager, Corporation Counsel, City Engineer, Water Department, Department of Public Works, City Planner, Architectural Review Commission, the Arborist, Code Compliance Bureau, and Building Inspector.

Section 159-3: Definitions

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

ACTIONS – Action as defined in NYCRR §617.2(b).

AGENCY – Any board, agency, department, office, other body or any officer of the City of Newburgh.

ARBORIST – The professional retained by the City to perform services with regard to the selection, identification, treatment and removal of trees.

COASTAL ASSESSMENT FORM (CAF) – The form contained in Appendix A, used by an agency to assist it in determining the consistency of an action with the Local Waterfront Revitalization Program.

CONSISTENT – That the action will fully comply with the LWRP policy standards and conditions and, whenever practicable, will advance one or more of them.

LOCAL WATERFRONT REVITALIZATION PROGRAM (LWRP) – The Local Waterfront Revitalization Program is both a plan and a program. The term refers to both the planning document prepared by the City, as well as the program established to implement the plan. The LWRP contains the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent of the City's waterfront resources and in balance with protection of its natural coastal resources. The Local Waterfront Revitalization Program of the City of Newburgh, approved by the

Secretary of State pursuant to the Waterfront Revitalization and Coastal Resources Act (Executive Law Article 42), is on file in the office of the Clerk of the City of Newburgh.

NATURAL RESOURCE INVENTORY - A compilation of the natural resources of the City including locations appropriate for expansion of natural resources, areas appropriate for green infrastructure, and open areas, as defined by N.Y. Gen. Mun. Law § 239(y), and of the ownership, present use and proposed use of such areas, described and listed according to the priority of preservation. This compilation shall be maintained in a useable format; the primary purpose of the Natural Resource Inventory is to provide data that can provide a basis for municipal planning to maintain or enhance the conservation of natural or scenic resources.

OPEN SPACE MAP - A visual and geographically accurate representation of the natural resources and open areas contained in the Natural Resource Inventory that has been accepted and approved by the City Council.

PARK - All public parks that have individual names.

PUBLIC AREAS - All other grounds owned by the City of Newburgh, County of Orange.

PUBLIC TREES - All shade and ornamental trees growing in the City's right-of-way, parks or any public areas where otherwise indicated.

SEQRA - The New York State Environmental Quality Review Act requires local legislatures and land use agencies to consider, avoid, and mitigate significant environmental impacts of the projects that they approve, the plans or regulation they adopt, and the projects they undertake directly.

SHRUB - Woody plants with many more or less erect stems.

SIGNIFICANT ACTIONS - An action that may have a significant adverse impact on the environment as determined under NYCRR §617.7.

STREET AND RIGHT-OF-WAY - The entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for the purposes of vehicular or pedestrian traffic.

TREE - All woody plants having one well-defined stem or a more or less definitely formed crown and attaining a height of at least 15 feet and a diameter of not less than two inches at maturity.

WATERFRONT AREA - That portion of New York State coastal waters and adjacent shorelands, as defined in Article 42 of the Executive Law, which is located within boundaries of

the City of Newburgh, as shown on the Coastal Area Map on file in the office of the Secretary of State and as delineated in the City of Newburgh Local Waterfront Revitalization Program.

Section 159-4: Conservation Advisory Council

A. A Conversation Advisory Council is created and shall be hereafter known as the "Conservation Advisory Council of the City of Newburgh." The Conservation Advisory Council is authorized to review materials and make recommendations to appropriate agencies regarding the development, management, and protection of the City's natural resources, designated in the Natural Resource Inventory, including, but not limited to, coastal resources, the City's drinking water sources, and City trees, as well as make recommendations on the consistency of actions proposed within the City's waterfront area according to LWRP policy standards and conditions. The Conservation Advisory Council shall be charged with the duties as set forth in this section.

B. The City Council of the City of Newburgh is hereby authorized to appoint seven persons to said Conservation Advisory Council, all of whom shall be residents of the City of Newburgh. Of the members of the Conservation Advisory Council first appointed, three shall hold office for a term of one year and four for terms of two years from and after their appointment. Their successors shall be appointed for terms of two years from and after the expiration of the terms of their predecessors in office. Members may be removed by the City Council for cause and after public hearing. Vacancies shall be filled by the City Council by appointment for the unexpired term.

C. The City Council shall annually appoint one Conservation Advisory Council member to serve as Chairperson of the Committee. The current chair shall continue to serve until a replacement is appointed. The members of the Conservation Advisory Council may recommend the Chairperson to the City Council for their consideration.

D. The Conservation Advisory Council may employ or retain such persons or firms as may be needed as authorized by the City Council.

E. The Conservation Advisory Council shall have the power to adopt rules of procedure for the conduct of all business within its jurisdiction.

F. The members of the Conservation Advisory Council shall serve without compensation, but may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties within the appropriations made available therefor.

G. The Conservation Advisory Council shall advise various City agencies on greening the City's infrastructure and matters affecting the preservation, development, and use of the lands listed in the Natural Resource Inventory and shown on the Open Space Map and natural features and conditions of such lands in the City insofar as aesthetics, quality, biologic integrity, and other environmental factors are concerned, including, in the case of human activities and developments,

with regard to any major threats posed to environmental quality, so as to enhance the long-range value of the environment to the people of the City.

H. The Conservation Advisory Council shall study problems and identify the needs of the City of Newburgh in connection with stormwater management, green infrastructure, sustainability and watershed protection. The Conservation Advisory Council will also make recommendations to the City Council as to desirable policy, promotion activities, and legislation concerning urban forestry and tree maintenance program.

I. The Conservation Advisory Council shall develop and conduct a program of public information in the community which shall be designed to foster increased understanding of the nature of environmental problems and issues and support for their solutions. The Conservation Advisory Council shall include information regarding the selection, planting and maintenance of trees within the corporate limits.

J. The Conservation Advisory Council shall conduct studies, surveys and inventories of the natural and man-made features within the City to create a Natural Resource Inventory and Open Space Map using a computer-based geographic information system (GIS) as may be necessary to carry out the general purposes of this section.

K. The Conservation Advisory Council shall maintain an up-to-date Natural Resource Inventory and Open Space Map for the City of Newburgh.

L. The Conservation Advisory Council shall be authorized to coordinate, assist and unify the efforts of private groups, institutions and individuals with the City in accord with the purposes of this section.

M. The Conservation Advisory Council shall communicate and act as liaison with public and private agencies and organizations of local, state and national scope whose programs and activities have an impact on the quality of the environment or who can be of assistance to the Conservation Advisory Council.

N. The Conservation Advisory Council shall obtain and maintain in an orderly timely fashion maps, reports, books and other publications to support the necessary research of the Conservation Advisory Council into local environmental conditions in a space within a municipal building with a designated phone number, mailbox, email address, access to a photocopy machine, printer, fax machine, scanner, and a City computer configured with the City's GIS system.

O. The Conservation Advisory Council shall further assist the City in the development of sound environmental planning and ensure preservation of natural and scenic resources on the local level throughout the City and City-owned land as follows:

(1) Review each proposed application for action by the City Council, Planning Board, and Zoning Board of Appeals which seeks approval for the use or development of open space and natural resources. In the event an application is located within the Local Waterfront Revitalization Area, the Conservation Advisory Council shall issue an advisory consistency recommendation in accordance with the LWRP policy standards and conditions set forth in Section 159-5.3(G). The Building Inspector shall not approve applications for sidewalk repair or replacement unless the applicant has obtained a recommendation from the Conservation Advisory Council.

(2) Submit a written report promptly to the referral body after receipt by the Conservation Advisory Council of such application, so that the referral body will have the report prior to substantive consideration of the application, but in no event later than 30 days after receipt by the Conservation Advisory Council of such application. If the Conservation Advisory Council fails to report within such 30-day period, the referring body may take final action on the proposed action without such report. Such report shall evaluate the proposed use or development of the open space in terms of the environmental planning objectives of the City and shall include the effect of such use or development on the City's environment. The report shall make recommendations as to the most appropriate use or development of the applicable open space and may include recommendations of preferable alternative uses consistent with open space conservation. A copy of every report shall be filed with the City Council.

(3) Make available for public inspection at the office of the Conservation Advisory Council and on the City's website copies of all such reports of the Conservation Advisory Council.

(4) Nothing herein shall prevent the City Council or other City agency or department from requesting advice from the Conservation Advisory Council.

P. Working in cooperation with the Planning Board, a designated member of the Conservation Advisory Council shall attend Planning Board meetings and provide to the Planning Board the Conservation Advisory Council's recommendations concerning features, plans and programs relating to environmental planning. The Conservation Advisory Council shall also review industrial, commercial, institutional and subdivision proposals for their environmental impact, and similarly recommend to the City Council appropriate and desirable changes in existing local laws and ordinances relating to environmental conservation or recommend new local laws and ordinances. When appropriate, the CAC shall provide a similar function to other boards and agencies in the City of Newburgh.

Q. The Conservation Advisory Council shall advise and make recommendations to the Superintendent of Public Works as to:

- (1) The planting of new, pruning and removal of trees, including advice on City infrastructure to maximize tree survival and minimize damage to City and community property.
- (2) The type and kind of trees to be planted upon such municipal streets or parts of municipal streets or in parks as are designated or requested.
- (3) Applications for the planting of shade or ornamental trees with the purpose of populating the City of Newburgh with desirable tree types.
- (4) Proposed street or sidewalk reconstructions to recommend whether such actions would result in the planting of new, replacement, or removal of trees, to recommend whether such replacement and removal is necessary and to recommend the type and kind of tree, if any, with which such trees should be replaced.
- (5) Implementation and incorporation of a qualified Tree Maintenance Program meeting state-funding requirements.
- (6) Funding and training opportunities for tree maintenance and plantings and green infrastructure techniques.

R. The Conservation Advisory Council shall hold regular and special meetings at which the subject of trees and vegetation, urban forestry, and green infrastructure, inasmuch as it relates to the City of Newburgh, may be discussed by the Commissions, City officials and employees, and all others interested in such programs.

S. The Conservation Advisory Council may advise the Superintendent of Public Works, the Engineering Department, and the Water Department, as to stormwater management relating to green infrastructure.

T. The Conservation Advisory Council may act as an Interested Agency, representative of the City's environmental concerns, by commenting on actions outside of the City that may impact the City's drinking water resources that are subject to SEQRA review. Notice of such action shall be referred to the Conservation Advisory Council.

U. The Conservation Advisory Council shall advise the City Manager, the City Council and the Recreation Department with respect to the maintenance of all parks, playgrounds, recreation fields, swimming pools and other recreational facilities.

V. The Conservation Advisory Council shall keep accurate records of its meeting and actions and shall file an annual report with the City Council on or before the thirty-first day of December of

each and every year. Once approved by the City Council, the annual report shall be forwarded to the state commissioner of environmental conservation.

Section 159-5: Waterfront Consistency Review Law

Section 159-5.1 Title.

This section will be known as "Section 159-5 of the Code of Ordinances" and shall be entitled "The City of Newburgh Waterfront Consistency Review Law."

Section 159-5.2 Authority and purpose.

A. This section is adopted under the authority of the Municipal Home Rule Law and the Waterfront Revitalization and Coastal Resources Act of the State of New York (Article 42 of the Executive Law).

B. The purpose of this section is to provide a framework for agencies of the City of Newburgh to consider the policies and purposes contained in the Local Waterfront Revitalization Program when reviewing applications for actions or direct agency actions located in the coastal area; and to assure that such actions and direct actions are consistent with the said policies and purposes.

C. It is the intention of the City of Newburgh that the preservation, enhancement, and utilization of the natural and man-made resources of the unique coastal area of the City take place in a coordinated and comprehensive manner to ensure a proper balance between natural resources and the need to accommodate population growth and economic development. Accordingly, this section is intended to achieve such a balance, permitting the beneficial use of coastal resources while preventing: loss of living estuarine resources and wildlife; diminution of open space areas or public accesses to the waterfront; erosion of shoreline; impairment of scenic beauty; losses due to flooding, erosion and sedimentation; or permanent adverse changes to ecological systems.

D. The substantive provisions of this section shall only apply while there is in existence a City Local Waterfront Revitalization Program which has been adopted in accordance with Article 42 of the Executive Law of the State of New York.

Section 159-5.3 Review of actions.

A. Whenever a proposed action is located in the City's waterfront area, an agency shall, prior to approving, funding, or undertaking the action, make a determination that it is consistent with the LWRP policy standards and conditions set forth in Subsection G herein. When multiple agencies are reviewing the same proposed action in the City's waterfront area, the Planning Board shall be designated to perform the coastal consistency determination. In the case that the Planning Board is not a reviewing agency, the Zoning Board of Appeals shall be designated to make a coastal consistency determination.

B. Whenever an agency receives an application for approval or funding of an action, or as early as possible in the agency's formulation of a direct action to be located in the waterfront area, the applicant, or, in the case of a direct action, the agency, shall prepare a coastal assessment form (CAF) to assist in the consistency review of the proposed action.

C. If the proposed action is located in the City's waterfront area, the agency responsible for the LWRP consistency determination shall seek an advisory consistency recommendation from the Conservation Advisory Council. In such case the agency shall forward applications promptly, and include sufficient additional information, such as the CAF, as is necessary for the Conservation Advisory Council to make an advisory recommendation of coastal consistency. The agency referring the application, prior to making its determination, shall consider the recommendation of the Conservation Advisory Council with reference to the consistency of the proposed action. In the event that the Conservation Advisory Council recommendation is not forthcoming within 30 days following referral of the application, the agency responsible for the LWRP consistency determination shall make its decision without the benefit of the Conservation Advisory Council recommendation.

D. After referral from an agency, the Conservation Advisory Council shall consider whether the proposed action is consistent with the LWRP policy standards and conditions set forth in Subsection G herein. The Conservation Advisory Council may request an applicant submit all completed applications, CAFs and any other information deemed to be necessary to its consistency recommendations.

E. Recommendation.

(1) The Conservation Advisory Council shall render its written recommendation to the agency within 30 days following referral of the CAF from the agency, unless extended by mutual agreement of the Conservation Advisory Council and the applicant or, in the case of direct action, the agency. The recommendation shall indicate whether, in the opinion of the Conservation Advisory Council, the proposed action is consistent with or inconsistent with one or more of the LWRP policy standards or conditions and shall elaborate, in writing, the basis for its opinion.

(2) The Conservation Advisory Council shall, along with its consistency recommendation, make any suggestions to the agency concerning modification of the proposed action to make it consistent with LWRP policy standards and conditions or to greater advance them.

(3) In the event that the Conservation Advisory Council recommendation is not forthcoming within the specified time, the referring agency shall make its decision without the benefit of the Conservation Advisory Council recommendation.

F. The agency shall make the determination of consistency based on the CAF, the Conservation Advisory Council recommendation, when applicable, and such other information as is deemed to be necessary in its determination. The agency shall issue its determination within 30 days following receipt of any additional required information required from the applicant and the Coastal Advisory Council's recommendation. The agency shall have the authority, in its finding of consistency, to impose practicable and reasonable conditions on an action to ensure that it is carried out in accordance with this section.

G. Actions to be undertaken within the coastal waterfront and LWRP area shall be evaluated for consistency in accordance with the following LWRP policy standards and conditions, which are derived from and further explained and described in Section III of the City of Newburgh LWRP, a copy of which is on file in the City Clerk's office and available for inspection during normal business hours. Agencies which undertake direct actions shall consult with Section IV of the LWRP in making their consistency determination. The action shall be consistent with the policy:

- (1) To restore and 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 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 streamline development permit procedures (Policy 6).
- (6) To protect significant and locally important fish and wildlife habitats from human disruption and chemical contamination (Policies 7, 7A, 8 and 8A).
- (7) To maintain and expand commercial fishing facilities to promote commercial and recreational fishing opportunities (Policies 9, 9A and 10).
- (8) To minimize flooding and erosion hazards through nonstructural means, carefully selected long-term structural measures and appropriate siting of structures (Policies 11, 11A, 12, 13, 14, 16, 17 and 28).
- (9) To safeguard economic, social and environmental interests in the coastal area when major actions are undertaken (Policies 18 and 18A).

- (10) 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).
- (11) To protect and restore historic and archeological resources (Policies 23 and 23A).
- (12) To protect and upgrade scenic resources (Policy 25).
- (13) To site and construct energy facilities in a manner in which will be compatible with the environment and contingent upon the need for a waterfront or water location (Policies 27, 29 and 40).
- (14) To prevent ice management practices which could damage significant fish and wildlife and their habitat (Policy 28).
- (15) To protect surface water and groundwaters from direct and indirect discharge of pollutants and from overuse (Policies 30, 31, 33, 34, 35, 36, 36A, 37 and 38).
- (16) To perform dredging and dredge spoil in a manner protective of natural resources (Policies 15 and 35).
- (17) 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).
- (18) To protect air quality (Policies 41, 42 and 43).
- (19) To protect freshwater wetlands (Policy 44).

H. Inconsistency; findings.

- (1) If the agency determines that the action would not be consistent with one or more of the LWRP policy standards and conditions, such action shall not be undertaken unless the agency makes a written finding with respect to the proposed action that:
 - (a) No reasonable alternatives exist which would permit the action to be undertaken in a manner which will not substantially hinder the achievement of such LWRP policy standards and conditions;

(b) The action would be undertaken in a manner which will minimize all adverse effects on such LWRP policy standards and conditions;

(c) The action will advance one or more of the other LWRP policy standards and conditions; and

(d) The action will result in an overriding City, regional or statewide public benefit.

(2) Such a finding shall constitute a determination that the action is consistent with the LWRP policy standards and conditions.

I. Each agency shall maintain a file for each action made the subject of a consistency determination, including any recommendations received from the Conservation Advisory Council. Such files shall be made available for public inspection upon request.

Section 159-5.4 Enforcement.

The City Building Inspector shall be responsible for enforcing this Section. No work or activity on a project in the waterfront area which is subject to review under this section shall be commenced or undertaken until the Building Inspector has been presented with a written determination from an agency that the action is consistent with the City's LWRP policy standards and conditions. In the event that an activity is not being performed in accordance with this section or any conditions imposed hereunder, the Building Inspector shall issue a stop-work order, and all work shall immediately cease. No further work or activity shall be undertaken on the project so long as a stop-work order is in effect.

Section 159-5.5. Penalties for offenses.

A. A person or entity who violates any of the provisions of or who fails to comply with any conditions imposed by this section shall have committed a violation, punishable by a fine of \$500 for a conviction of a first offense and punishable by a fine of \$1,000 for a conviction of a second or subsequent offense. For the purpose of conferring jurisdiction upon courts and judicial officers, each week of continuing violation shall constitute a separate additional violation.

B. The Corporation Counsel is authorized and directed to institute any and all actions and proceedings necessary to enforce this section. Any civil penalty shall be in addition to and not in lieu of any criminal prosecution and penalty.

Section 159-6: Tree Protection

Section 159-6.1. Planting of trees.

No person shall plant any tree, shrub or other vegetation within the limits of any public street, park or public right-of-way area without first obtaining a permit from the Superintendent of Public Works and complying with the following requirements: such permit shall be granted upon the determination of the Superintendent of Public Works, after consulting with the Police Department and the Conservation Advisory Council, that such a planting will not create a traffic hazard and will not interfere with the use of such a street, park, or public area by the public, that such planting will enhance the beauty and appearance of the street, park or public area and the surrounding area, and that such planting meets the goals and objectives of the City with regard to green infrastructure and urban forestry objectives. The Conservation Advisory Council may also consult with any other City department which may provide information relating to the planting of the tree.

(1) Trees planted within the limits of any public street, park or public area shall be of the species and quality approved by the Conservation Advisory Council and shall be planted at least 30 feet apart unless otherwise authorized by the Superintendent in consultation with the Conservation Advisory Council and Arborist. Each tree planted shall measure not less than 2 inches nursery caliper.

(2) Should any tree, shrub or plant planted within the limits of any public street, park or public area, in the opinion of the Superintendent of Public Works, after consultation with the Police Department, the Arborist and the Conservation Advisory Council, at any time constitute a traffic hazard, interfere with the use of such street, park or public area by the public or detract from the beauty and appearance of the street, park or public area or the surrounding area, such tree, shrub or plant will be pruned or removed as necessary.

Section 159-6.2. Authority of Superintendent of Public Works.

The general care, pruning and maintenance of all trees and shrubs planted within the limits of any public street or public place shall be vested in the Superintendent of Public Works.

Section 159-6.3. Permit for treating public trees.

No shade or ornamental tree or shrub in any public street, park or public area in the City shall be cut, pruned, broken, climbed, injured, sprayed, cabled, fertilized, treated, damaged, destroyed or removed, nor shall the roots, stems, branches or leaves of any such tree or shrub be cut, broken or otherwise disturbed until or unless a permit therefor has been approved by the Superintendent of Public Works. Such a permit is not necessary for the usual periodical removal of small branches to

allow the free passage of wires, but any such work will be subject to the inspection of the Superintendent of Public Works and, where such work is not up to standard, any expense incurred by the City in repairing the same will be charged to the public utility responsible.

Section 159-6.4. Tampering with trees.

No person not duly authorized by the Superintendent of Public Works shall place any rope, sign, poster or other fixture on either a tree or guard thereof standing in the public street, park or public area or damage, misuse or remove any device placed to protect such tree or shrub.

Section 159-6.5. Injuries to public trees.

A. No person shall pour salt water or other injurious chemicals upon any public highway or place within the City in such a way as to injure any tree planted or growing thereon.

B. No horse or other animal shall be permitted to stand in any public street, park or public area within the City in such a manner or position that it may cut, deface or mutilate any tree or shrub standing thereon.

C. In the erection or repair of any building or structure, the owner thereof shall place such guards around all nearby trees standing in any public street, park or public area to effectually prevent injury thereto. To the extent possible, the guards shall be placed at a minimum standard for 1.0 foot radius for each diameter inch of tree.

Section 159-6.6. Use of spurs, insulated wires and guy wires.

A. Any person, including public utilities, their agents, servants and employees, is prohibited from climbing trees with the aid of spurs.

B. Any wires of the public utilities passing among the branches of City trees shall be properly insulated so as to prevent damage to said trees.

C. No person shall, without the written permission of the Superintendent of Public Works, attach any electrical or other wire, insulators or any device for the holding of an electric or other wire to any tree growing or planted upon any public street, park or public area, nor shall the approved attachments be attached to the tree in such a manner as to girdle or restrict growth.

Section 159-6.7. Discontinuance of electric current during work on trees and shrubs.

Every person having any wire charged with electricity extending over a public street, park or public area within the City shall, upon written notice from the Superintendent of Public Works, temporarily remove such wire or discontinue the transmission of the electric current through the same when necessary for the safety of workmen engaged upon the trees or shrubs growing on such public street, park or public area. The work of removing such wire or ceasing of the transmission of electricity through it shall be completed within 24 hours after the service of a written notice by said Superintendent making such request.

Section 159-6.8. Interference with work prohibited.

No person shall prevent, delay or interfere with the Superintendent of Public Works or any of his employees in the planting, pruning, spraying, removing or otherwise treating of any tree or shrub standing or growing in the public street, park or public area within the City or in the removal of stone, cement or other substance about the trunk of any such tree or shrub which, in the opinion of said Superintendent, tends to retard its growth.

Section 159-6.9. Prohibited planting of trees.

Property owners and other persons are prohibited from planting silver maples and allied species, ailanthus and poplars of any variety within a distance of 20 feet from any public street, sidewalk, park or public place.

Section 159-6.10. Permit for removal of trees.

A. No person shall remove a tree greater than eight inches in diameter, measured 54 inches from the base of said tree, in an historic district, without first having a tree removal permit approved by the Superintendent of Public Works.

B. The Superintendent of Public Works is authorized and empowered to obtain the assistance of the Arborist or other persons professionally trained and experienced in tree planting, preservation and landscaping.

Section 159-6.11. Removal of branches overhanging public areas.

Where privately owned trees encroach upon any public street, park or public area, the Superintendent of Public Works or the Building Inspector may serve, personally or by mail, upon the owner of such property, a written notice to trim the encroaching branches. If such owner fails to comply with such notice, the City may abate such condition and assess a lien against the property for the costs of such abatement, together with an administrative fee of 15%, pursuant to the procedures set forth in Chapter 226 of the City Code.

Section 159-6.12. Removal of dead trees.

Where any dead tree or trees located on private property adjacent to a public street, park or public area constitute a danger or are potentially dangerous to the traveling public, the Superintendent of Public Works or Building Inspector may serve personally or by mail upon the owner of such property a written notice to remove the dead tree. If such owner fails to comply with such notice, the City may abate such condition and assess a lien against the property for the costs of such

abatement, together with an administrative fee of 15% pursuant to the procedures set forth in Chapter 226 of the City Code.

Section 159-6.13. Protected trees.

A. A tree may be designated as protected by the Architectural Review Commission after consultation with the CAC and a public hearing. Such designation may be made because of the tree's age, history, uniqueness or special beauty. Such designation may be made anywhere within the limits of the City. No protected tree designation may be made without written consent of the tree's owner.

B. Trees designated as protected may not be removed unless the Superintendent of Public Works, as advised by the Arborist, determines, because of their condition, they are a danger to persons or property or that they are diseased and cannot be saved.

Section 159-6.14. Penalties for offenses.

A. Whenever any tree or trees are removed, cut down, damaged or destroyed in violation of this chapter, the removal, cutting, damaging or destroying of each and every tree shall be construed as a separate and independent offense. Any person, firm or corporation violating any of the provisions of this chapter will be required to replace in kind each and every tree removed, cut down or destroyed. If the tree was so large and so mature that it cannot be replaced, the Superintendent of Public Works may require the planting of multiple trees. If multiple trees cannot be planted on the site of the violation, other available planting spaces on public property will be used to accommodate the balance of the penalty. No certificate of occupancy shall be issued for any new construction on property on which occurred any violation of this chapter unless and until the provisions of this subsection have been complied with.

B. In addition to any other penalty, any person, firm or corporation or the individual hired by such person, firm or corporation violating any provision of this chapter shall be subject to prosecution as a violation and, upon conviction, shall subject the violator to penalties prescribed by § 1-12 of the City Code of Ordinances or shall be subject to a civil penalty of \$500, collectable by the City in a civil action, and shall be subject by an action in a court of competent jurisdiction to compel compliance or to restrain by injunction, notwithstanding the fact that the above penalties are also provided for, sought or imposed for such violation.

C. In addition to the foregoing, any person, firm or corporation engaged in the business of tree removal or care who or which shall aid, assist or abet in the violation of this chapter may be denied the status of a permittee under this chapter for a reasonable period of time to ensure future compliance, in the discretion of the Superintendent of Public Works, subject to appeal to the City Manager.

Section 159-6.15. Enforcement.

The Superintendent of Public Works and the Building Inspector, with the assistance of the police, shall enforce this Section.

Section 159-7 Severability

The provisions of this section are severable. If any provision of this section is found invalid, such finding shall not affect the validity of this section as a whole or any part of provision hereof other than the provision so found to be valid.

Section 159-8 Effective Date

This Local Law shall take effect on October 1, 2013.

ORDINANCE NO.: 10 - 2013

OF

AUGUST 19, 2013

AN ORDINANCE TO AMEND CHAPTER 300 ENTITLED "ZONING"
AND TO AMEND CHAPTER 234, ENTITLED "PROPERTY DAMAGE"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO CONFORM TO THE CREATION OF A CONSERVATION ADVISORY COUNCIL
IN THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 248 and Chapter 300 of the Code of Ordinances shall be amended as follows:

Section 1: Chapter 248: Property Damage

Section 234-8. Property owners' responsibilities.

D. Nothing herein shall be deemed to relieve any property owner from the continuing and ongoing obligation to comply with all provisions of all applicable codes, rules and regulations, including those of the State of New York and of the City of Newburgh. This obligation shall include compliance with the requirements of the City Code, and the Codes Compliance Supervisor, and of the Building Inspector, and of the Planning Board, and Zoning Board of Appeals, and if the property is located in the Historic District with the design standards and with the requirements of the Architectural Review Committee applicable thereto, and if the property is located in the Waterfront District with the design standards and with the local waterfront revitalization plan and with the requirements of the Conservation Advisory Council ~~Waterfront Advisory Committee~~ authorized by law and applicable thereto.

Section 2: Chapter 300: Zoning

Section 300-20. Uses in W-1 and W-2 Districts.

A. Incentive zoning; reduction in building coverage. The maximum building coverage of any use that abuts the Hudson River may be increased by 15% if said use provides some type of public access, such as but not limited to a marina whose boat slips are available for public rental, a public park or plaza area or an appropriate improved walkway having a width of at least 12 feet along the

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entire frontage of the subject property on the water in order to permit public pedestrian access. The access plans shall be approved by the Planning Board with advice from the Conservation Advisory Council ~~Waterfront Advisory Committee~~, and the access shall be available for public use under a mutually agreeable arrangement between the City and the property owner. The agreement between the City and the property owner will define where responsibility for insurance for that portion of the property over which an easement is granted for public use will be. Public access shall be dedicated in the form of a nonextinguishable public easement or other form of ownership satisfactory to the City Council.

B. Incentive zoning; reduction in off-street parking requirement. The off-street parking requirement of any use that abuts the Hudson River within the W-1 and W-2 Zoning Districts may be reduced by 30% if said use provides some type of public access, such as but not limited to a marina whose boat slips are available for public rental, a public park plaza area or an appropriate improved walkway having a width of at least 12 feet along the entire frontage of the subject property on the water in order to permit public pedestrian access. The access plans shall be approved by the Planning Board with advice from the Conservation Advisory Council ~~Waterfront Advisory Committee~~, and the access shall be available for public use under a mutually agreeable arrangement between the City and the property owner. The agreement between the City and the property owner will define where responsibility for insurance for that portion of the property over which an easement is granted for public use will be. Public access shall be dedicated in the form of a nonextinguishable public easement or other form of ownership satisfactory to the City Council.

C. Public access requirement for uses abutting the Hudson River or Quassaick Creek (hereinafter also referred to as "waterways"). The provisions of this section apply to special uses in the W-1 and W-2 Zoning Districts.

(1) Public access required. Public access shall be provided to said waterways, such as, but not limited to, a marina at least a portion of whose boat slips are available for public rental, park or plaza area, or an improved walkway of at least 20 feet in width along the entire frontage of the property on said waterways in order to permit pedestrian access. The access plans shall be approved by the Planning Board after review by the Conservation Advisory Council ~~Waterfront Advisory Committee~~ pursuant to Chapter 159-5 of the Code of Ordinances, and the access shall be dedicated for public use and maintained in the same manner as provided in the Charter of the City for dedication and maintenance of public streets or sidewalks.

Section 300-32. Uses and development.

B. Architectural Review Commission and Planning Board visual site plan standards and procedures.

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(1) Visual plan submission.

(a) When the Building Inspector receives an application to permit the erection of a building or structure, exterior reconstruction, restoration, alteration, demolition or permanent improvement in the View Preservation District which will impact a defined view plane, the Building Inspector shall require the applicant to submit a visual environmental assessment form (VEAF) and plan elevation in accordance with the requirements of this chapter. The application, together with the VEAF and plan elevation, shall be referred to the Architectural Review Commission in regard to properties within the City of Newburgh Historic District or to the Planning Board in regard to properties located outside the Historic District. The Architectural Review Commission or Planning Board shall evaluate the proposed activity so as to avoid impairment or significant loss of scenic public views of the Hudson River, Hudson Highlands and East Bank of the Hudson River. ~~To assist in the evaluation, the Waterfront Advisory Committee shall provide the Architectural Review Commission or the Planning Board with a written advisory opinion and recommendation concerning the impact of the proposed activity upon such views. If the Waterfront Advisory Committee fails to submit an advisory opinion within 30 days after the submission of the VEAF and elevation plan to it, the Architectural Review Commission or Planning Board may act without such opinion from the Waterfront Advisory Committee.~~

(2) Visual analysis procedures and standards. The Architectural Review Commission and the Planning Board ~~and the Waterfront Advisory Committee~~ shall be governed by the following standards and procedures in rendering a visual site plan approval or an opinion and recommendation, respectively.

(b) The Architectural Review Commission or Planning Board ~~and the Waterfront Advisory Committee~~ shall, where appropriate, utilize the following siting considerations:

(c) The Architectural Review Commission or Planning Board ~~and the Waterfront Advisory Committee~~ shall, where appropriate, utilize the following scale considerations:

(d) The Architectural Review Commission or Planning Board ~~and the Waterfront Advisory Committee~~ shall, where appropriate, utilize the following landscaping considerations:

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Section 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:

(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.

(b) If the proposed action is determined to have a positive declaration of significance after SEQRA review ~~The~~ Planning Board will consider the recommendations of the Conservation Advisory Council ~~Waterfront Advisory Committee~~ when determining consistency with the above policies.

Section § 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:

~~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~~

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~~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.~~

I. Waterfront Consistency Review. Whenever a request for a special use permit involves a use to be located within the City's waterfront districts, the Planning Board shall determine the consistency of the proposed action as set forth in Chapter 159-5 of the Code of the City of Newburgh, known as the "City of Newburgh Waterfront Consistency Review Law." The Planning Board shall refer a copy of a completed coastal assessment form (CAF) and other appropriate application materials to the Conservation Advisory Council within 10 days of its submission and, prior to making its determination, shall consider the recommendation of the Conservation Advisory Council with reference to the consistency of the proposed action. In the event that the Conservation Advisory Council recommendation is not forthcoming within 30 days following referral of the CAF, the Planning Board shall make its decision without the benefit of the Conservation Advisory Council recommendation.

Section 300-80. Procedures.

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

~~J. Waterfront Advisory Committee. Whenever a request for appeal or application for variance involves the City's waterfront area, the Zoning Board of Appeals 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 Zoning Board of Appeals shall make its decision without the benefit of the Waterfront Advisory Committee recommendation.~~

J. Waterfront Consistency Review. Whenever a request for appeal or application for variance involves the City's waterfront area, the Zoning Board of Appeals shall determine the consistency of the proposed action as set forth in Chapter 159-5 of the Code of the City of Newburgh, known as the "City of Newburgh Waterfront Consistency Review Law." The Zoning Board of Appeals shall refer a copy of a

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completed coastal assessment form (CAF) and other appropriate application materials to the Conservation Advisory Council within 10 days of its submission and, prior to making its determination, shall consider the recommendation of the Conservation Advisory Council with reference to the consistency of the proposed action. In the event that the Conservation Advisory Council recommendation is not forthcoming within 30 days following referral of the CAF, the Planning Board shall make its decision without the benefit of the Conservation Advisory Council recommendation.

Section 3: This ordinance shall take effect on October 1, 2013.

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