

A regular meeting of the City Council of the City of Newburgh was held Monday, September 14, 2020 at 7:00 p.m. via a Zoom Digital Platform.

Moment of Silence/ Momento de Silencio

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilman Shakur, Councilman Sklarz, Councilwoman Sofokles - 7

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on August 10, 2020

Councilman Grice moved and Councilwoman Sofokles seconded.

**Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Carried**

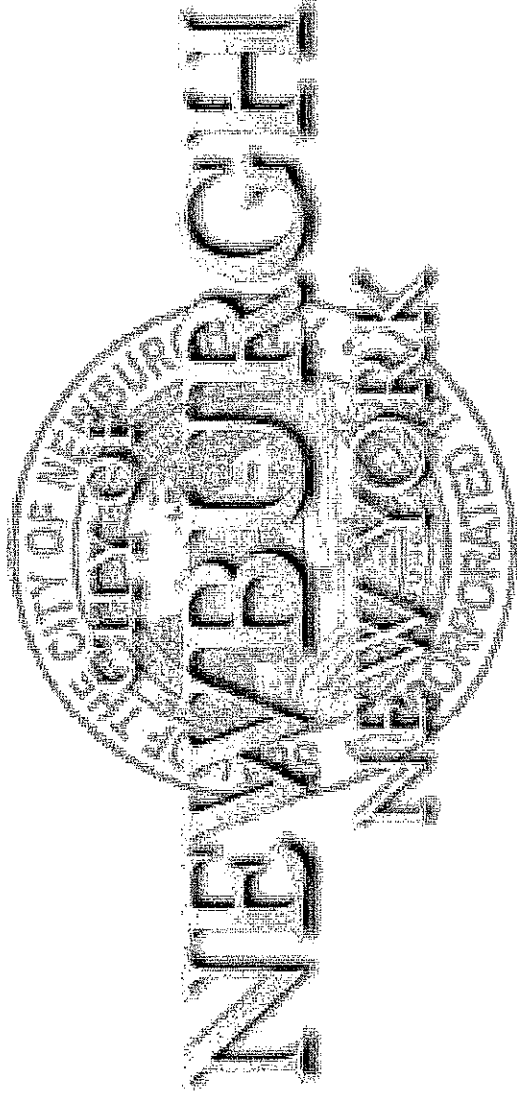
PRESENTATIONS

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

There were no comments from the public.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

There were no comments from the Council.



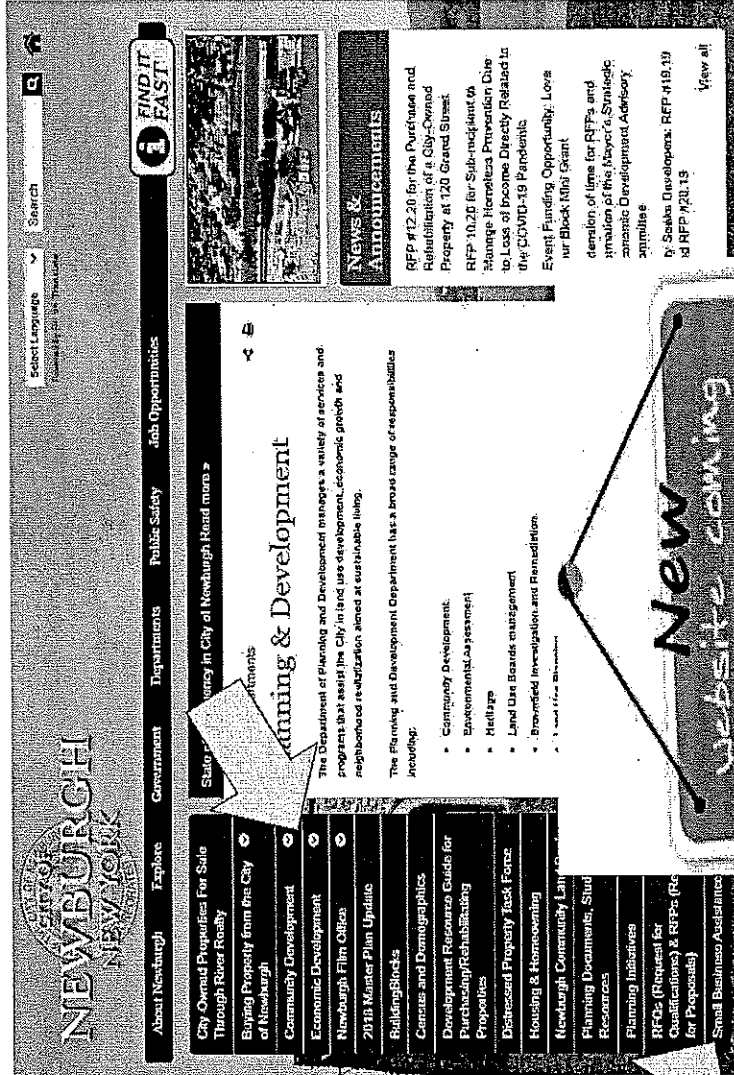
City Manager's Update

Newburgh City Council Meeting

Monday, September 14, 2020



City of Newburgh Website



SMALL BUSINESS ASSISTANCE WEBPAGE

- Guidance for local accessing aid
- Resources for local business owners

BUYING PROPERTY DISPOSITION POLICIES

- Current Procedures
- 2020 Disposition Policy Re-Write timeline



City of Newburgh

Fall Drive-In Movies

Ann Street Parking Lot | 7:30pm



*Dora &
the Lost City of Gold* | 9/17



Space Jam | 9/24



Visit the City of
Newburgh online
for details

www.cityofnewburgh-ny.gov



City of Newburgh

People's Choice Movie Contest

Ann Street Parking Lot | 7:30pm

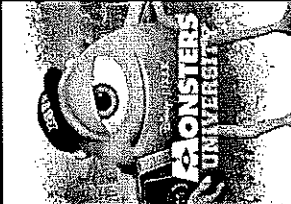


Monsters, Inc.

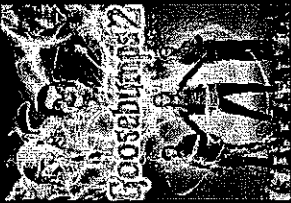


GHOSTBUSTERS

Ghostbusters



Monsters
University



Goosebumps 2



October 15, 2020

Visit the City of
Newburgh online
for details

www.cityofnewburgh-ny.gov



City Club RFP

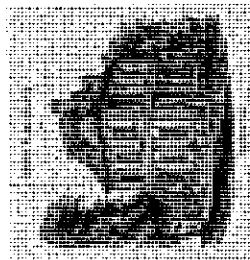
Request for Proposal (RFP) 12.20
for the Purchase and Rehabilitation of a City-Owned Property at
120 Grand Street, City of Newburgh, Orange County, New York
Date of Issuance: Monday, August 24, 2020
Submission Due Date: Friday, October 23, 2020

Introduction

The City of Newburgh, Orange County, New York, requests the submission of proposals for the purchase and rehabilitation of a City-owned property located at 120 Grand Street, commonly referred to as the "City Club" building. A once-prominent cultural and architectural gem in the heart of the City's East End Historic District, the City Club represents a unique opportunity for the right development team to creatively rehabilitate a long-neglected, highly visible landmark.

Architectural Significance and Current State

120 Grand Street is located in the heart of Newburgh's East End Historic District. Built between 1852 and 1857, this distinctive brick and sandstone building was based on a collaborative design by Andrew Jackson Downing and Calvert Vaux, both influential voices in American architecture and landscape design. Vaux featured the original structure in his seminal book *Villes and Cottages* as Design No. 22, "Suburban House with Curved Roof" (figure at left).

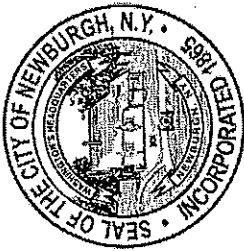


The remaining foundation and exterior walls still recall the exceptional architectural heritage of early Newburgh, and are supported by interior steel beams. The roof and interior walls have been absent for roughly four decades, leaving the interior space open to the elements and overgrown. The first and second floors are listed as having a combined square footage of 7,126 square feet.



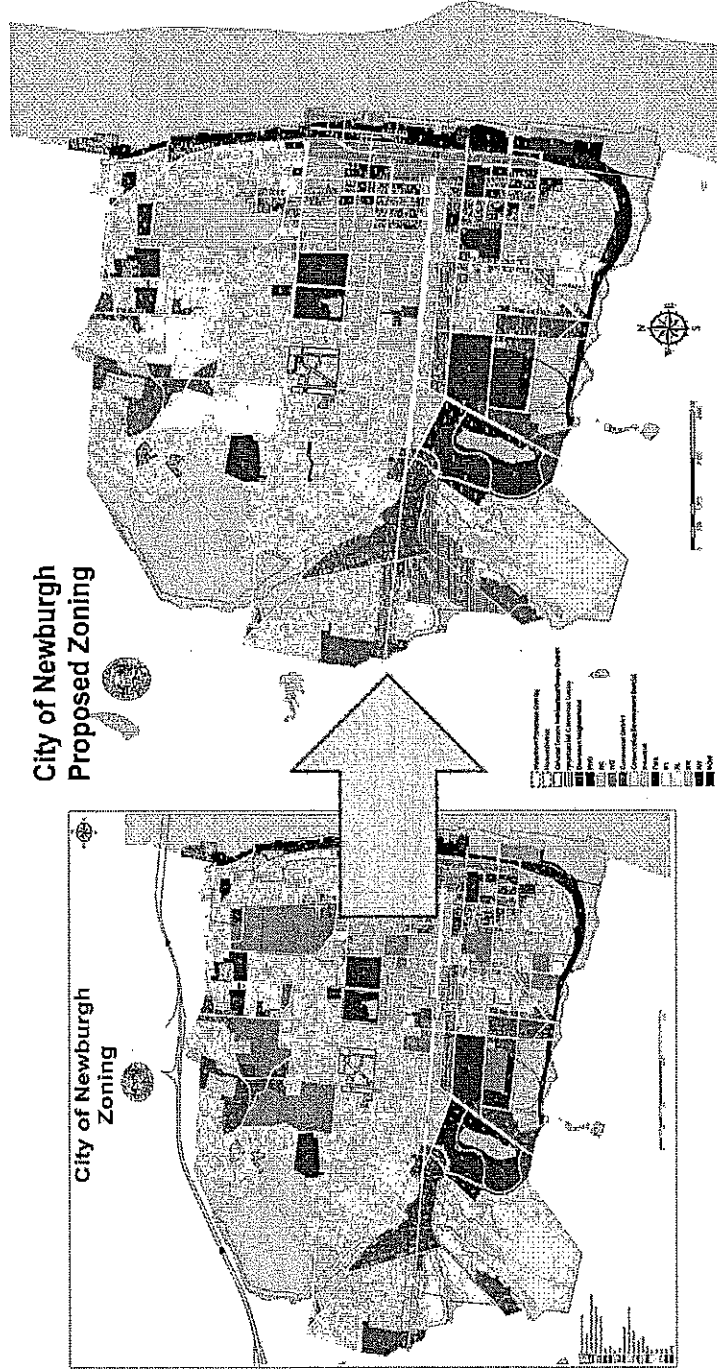
Responses to this
RFP must be
submitted by
3:00 PM on
October 23.





Zoning Map Amendment

City of Newburgh
Proposed Zoning



Introduction: General Description, Part 1

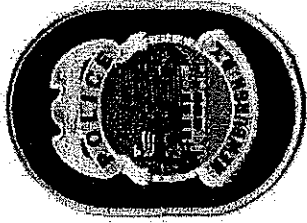
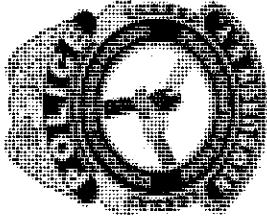
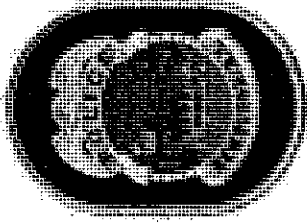
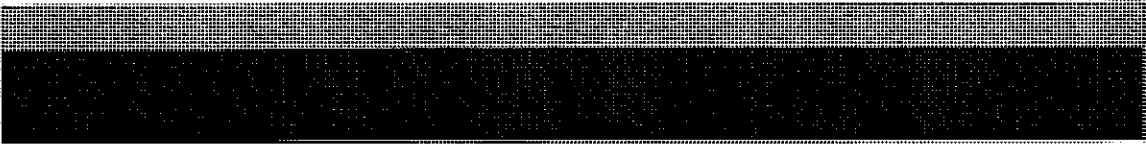
The City of Newburgh is a city in Dutchess County, New York. It is located on the western shore of the Hudson River, about 100 miles north of New York City. The city has a population of approximately 10,000 people. The city is known for its historic architecture and its proximity to the Hudson River. The city is also known for its annual festival, the Hudson River Festival, which is held in the city every year.

Project Name	City of Newburgh Zoning Amendment
Project Location	City of Newburgh, New York
Project Description	City of Newburgh Zoning Amendment
Project Owner	City of Newburgh
Project Manager	City of Newburgh
Project Date	2010
Project Status	Completed
Project Budget	\$100,000
Project Funding	City of Newburgh
Project Impact	City of Newburgh
Project Benefits	City of Newburgh
Project Risks	City of Newburgh
Project Mitigation	City of Newburgh
Project Monitoring	City of Newburgh
Project Evaluation	City of Newburgh

Part 2: Environmental Assessment / Form

The City of Newburgh is a city in Dutchess County, New York. It is located on the western shore of the Hudson River, about 100 miles north of New York City. The city has a population of approximately 10,000 people. The city is known for its historic architecture and its proximity to the Hudson River. The city is also known for its annual festival, the Hudson River Festival, which is held in the city every year.

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Project Evaluation	City of Newburgh



ShotSpotter

Subscription Services

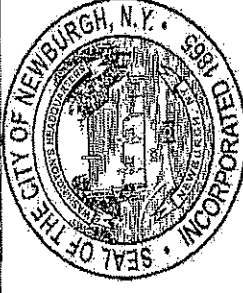
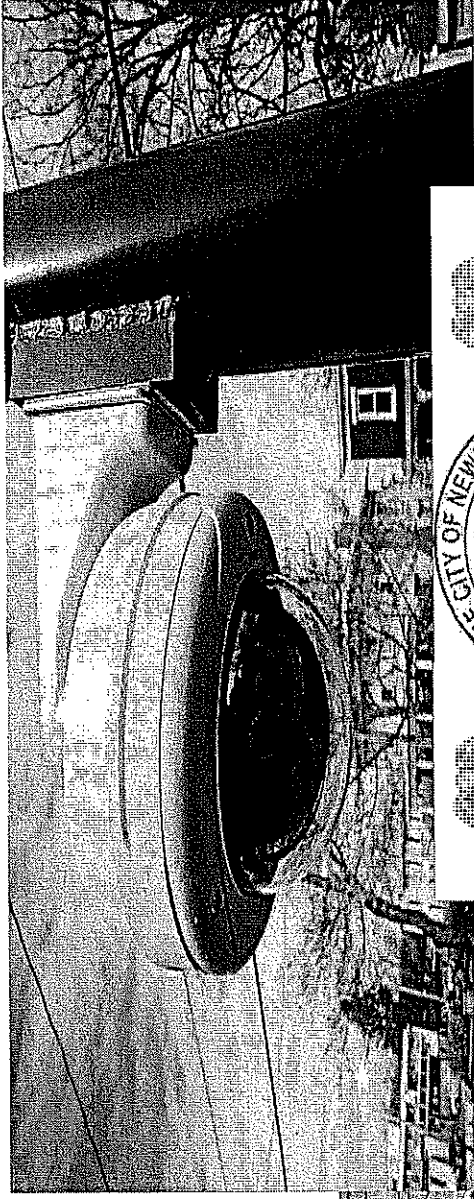
Gunshot Detection

Location

Forensic Analysis Services

Serving the City of Newburgh since August 2017

Street Camera Update



34 Street Cameras Citywide

- DASNY funds used to update system
- 4 Cameras are offline
- 10 NEW cameras to be installed

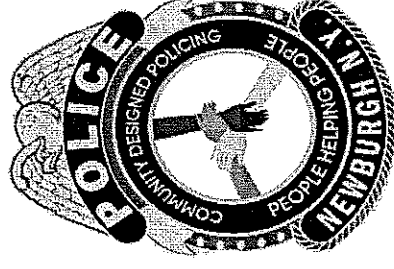
BOND used to establish system at Rec Department

Police Advisory Committee

Citizen led committee will work on NYS
Police Reform & Reinvention Collaborative

Will address elements of policing including:

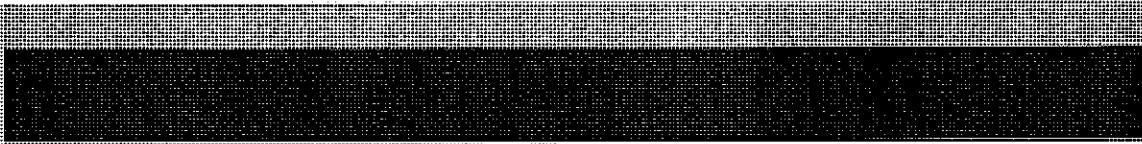
- Policy for Use of Force
- Training practices
- Data collection, disclosure & transparency
- Community engagement
- Oversight & discipline
- Complaint procedure
- Equipment



NEW YORK STATE
POLICE REFORM
AND REINVENTION
COLLABORATIVE
RESOURCES & GUIDE FOR
PUBLIC OFFICIALS AND CITIZENS

AUGUST 2020





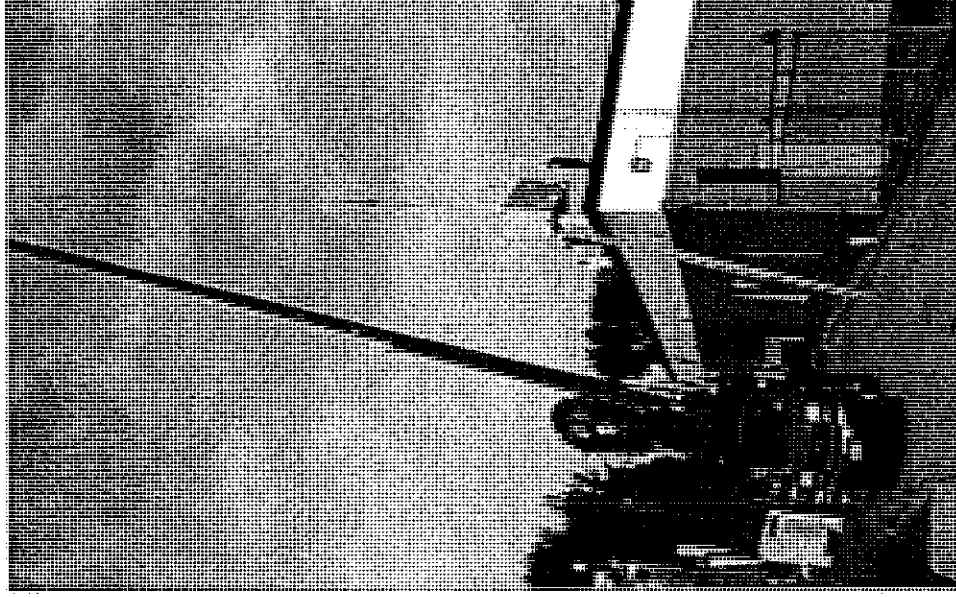
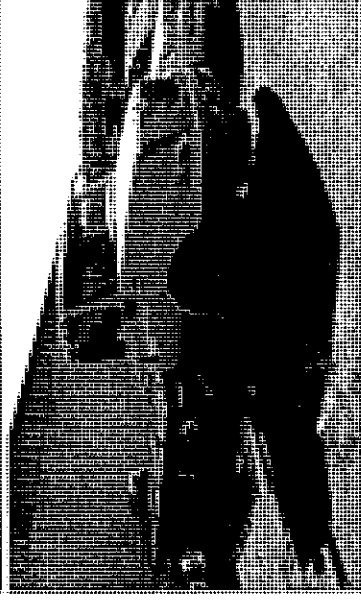
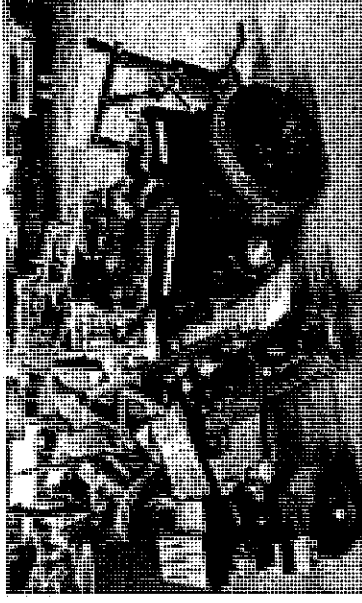
New Upgrades

Turf Machine

Street Sweeper

Flatbed Truck

2 HVAC Units
(Activity Center)



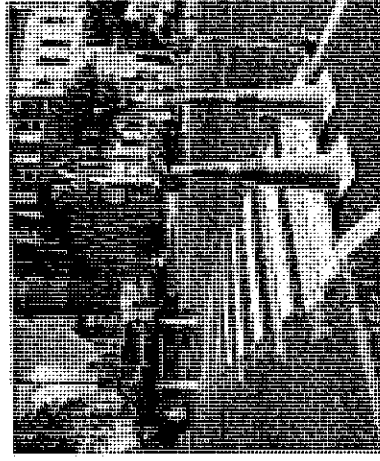
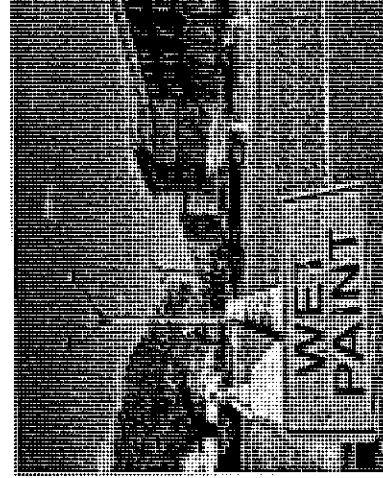
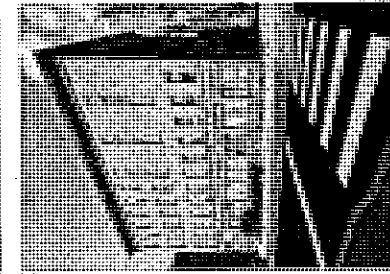
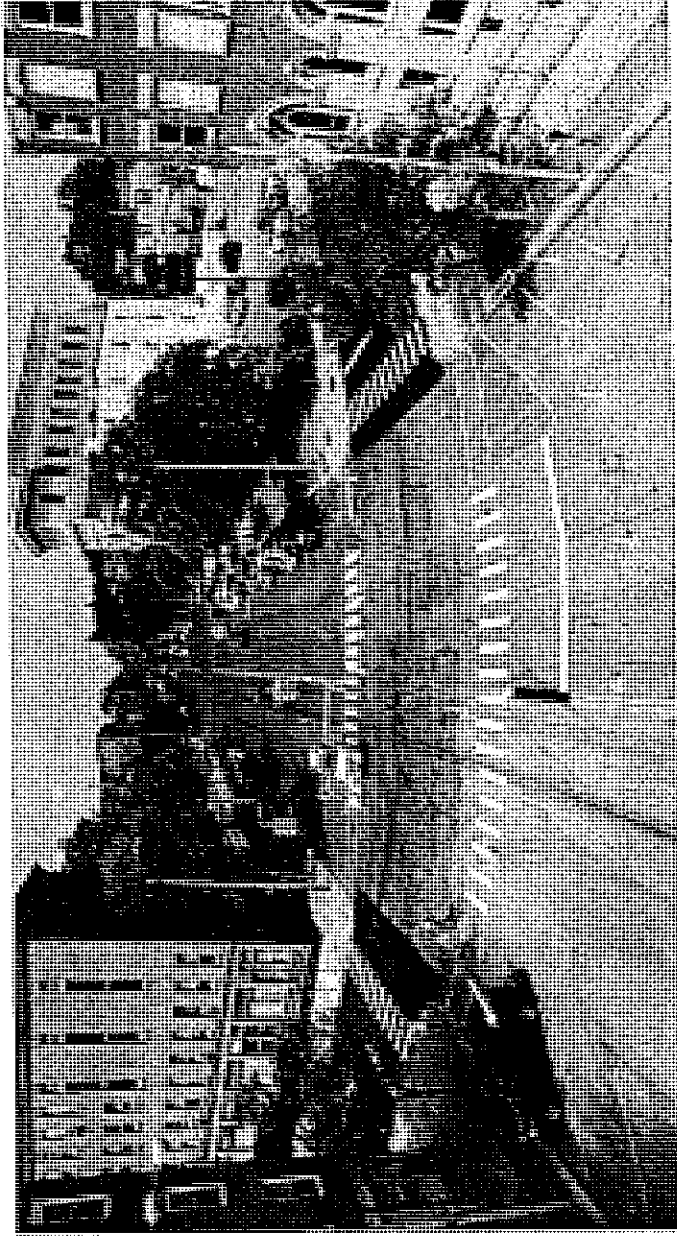
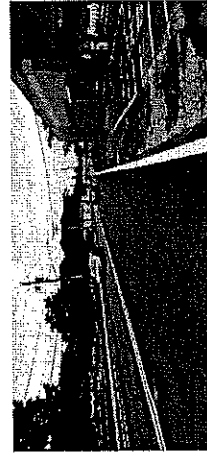


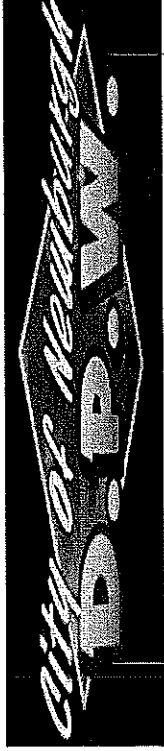
Crosswalks & Line Stripping

- Crosswalks & Stop Bars
- 225 Gallons of Paint

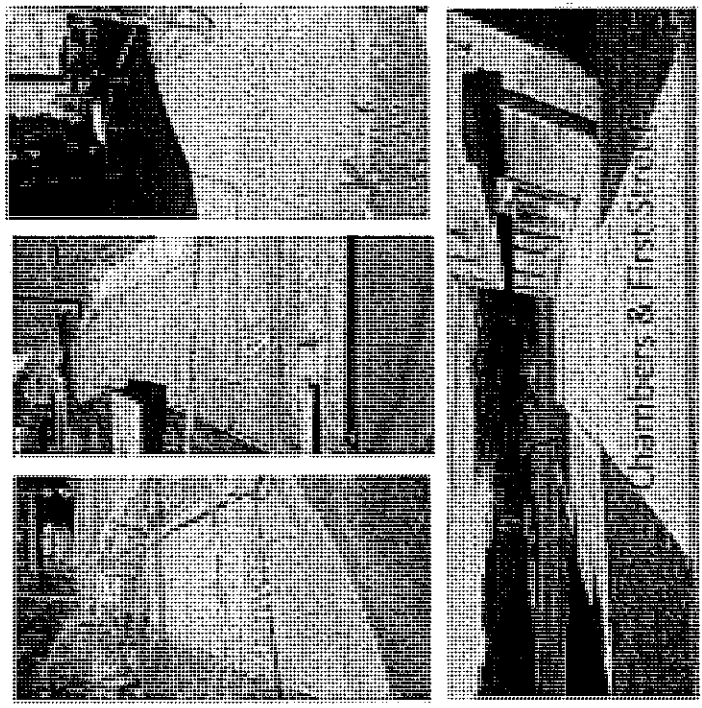
5.5 Miles of White Border & Hash Marks Stripping

9.5 Miles of Double Yellow Lines Stripping

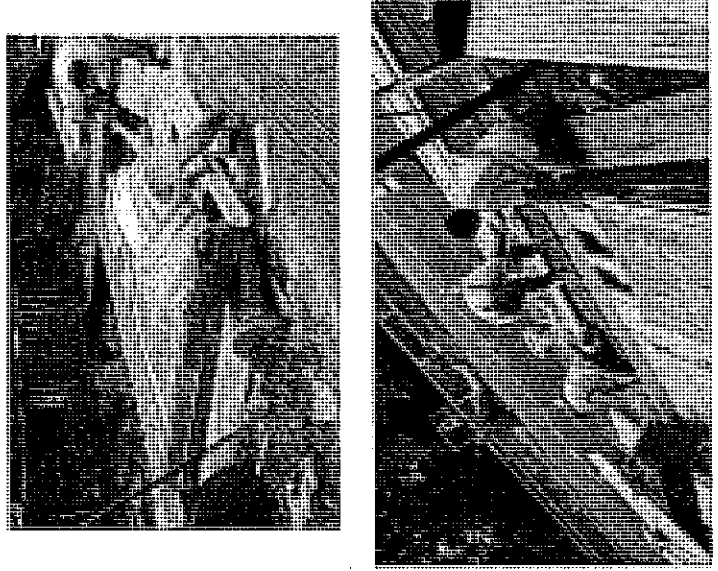




ADA Curbs & Sidewalks

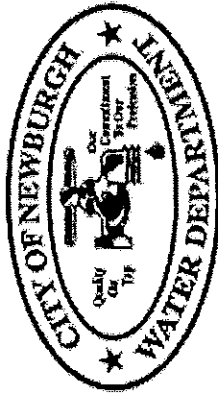


Catch Basin Repair



Tree Removal





Leak Detection Survey Completed

Over 75 miles of water main were surveyed

6,573 water services

880 Fire Hydrants

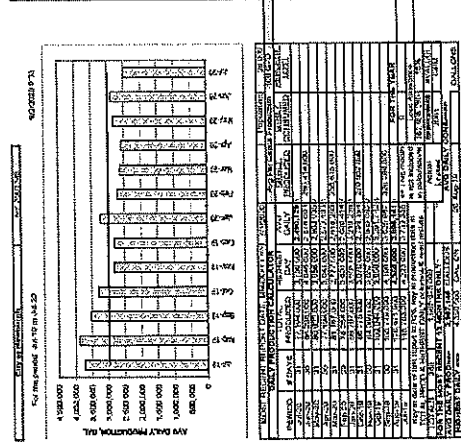
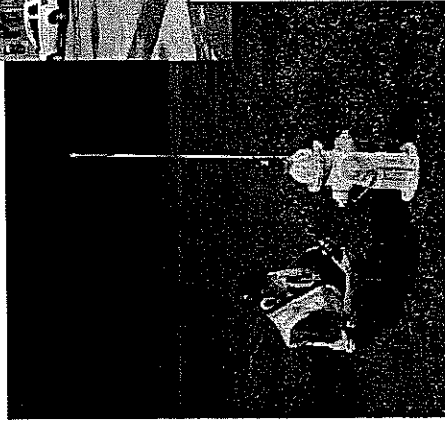
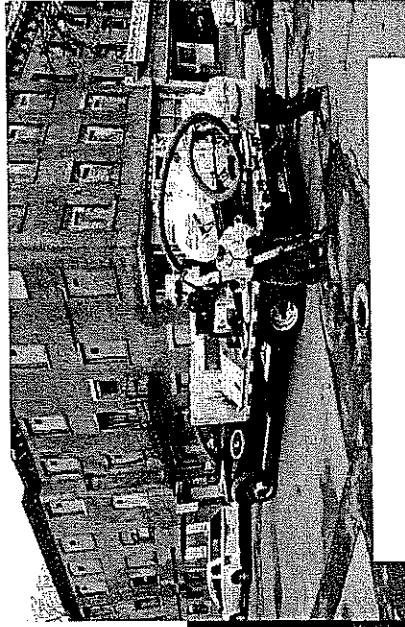
27 leaks confirmed (22 repaired)

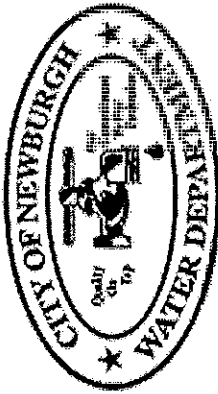
"In July this year, the daily average was down to two third of July last year. Considering hot and dry Summer we have this year, it's impressive!"

-NYS Department of Health

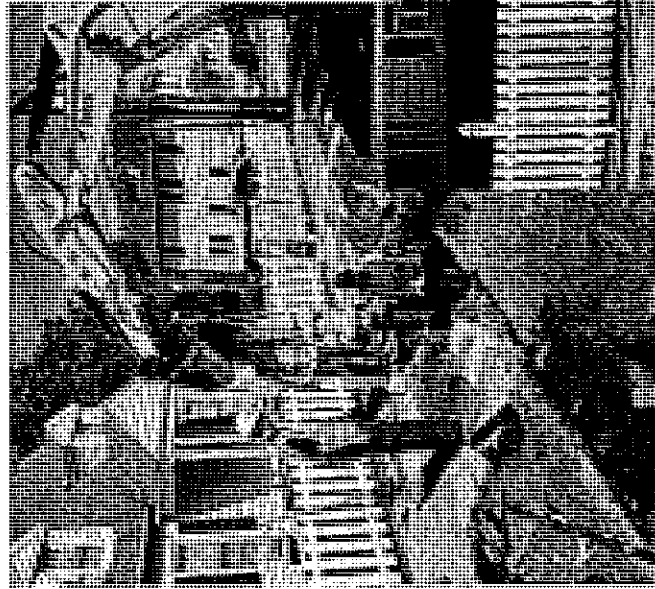
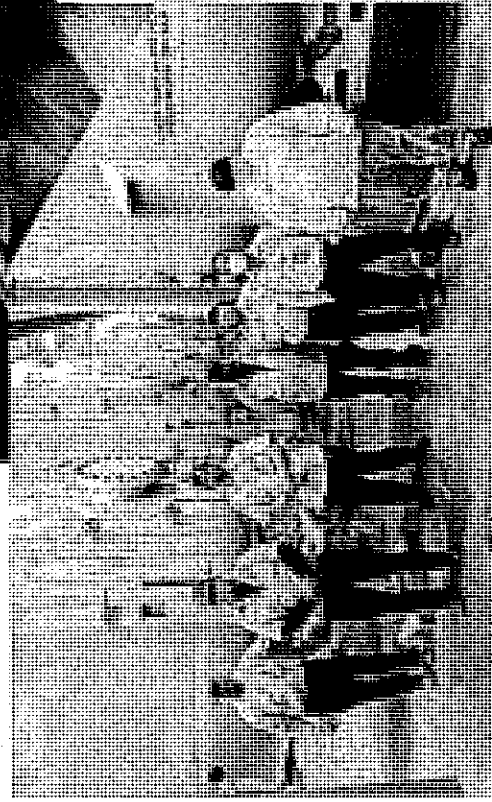
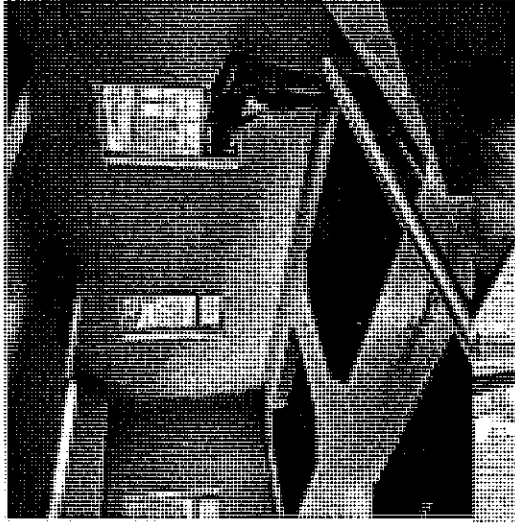


Department of Health

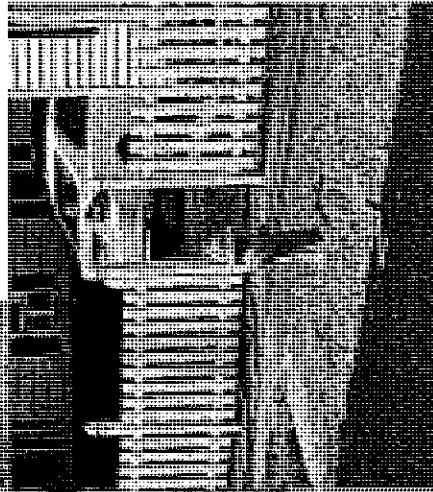




Filtration Team

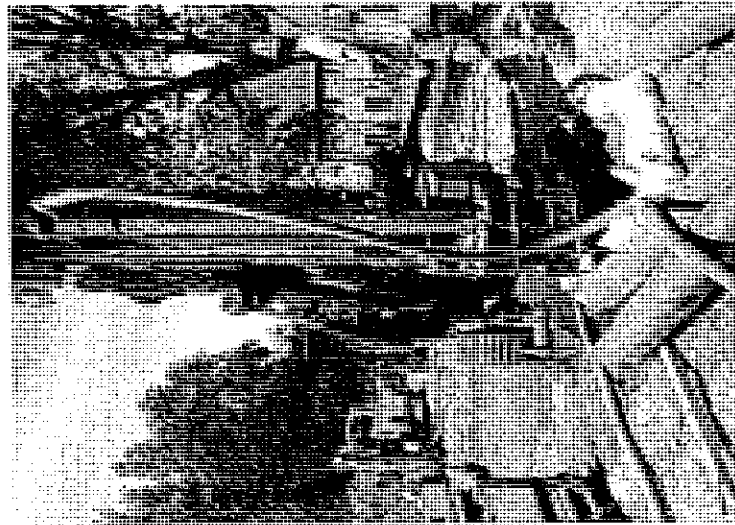


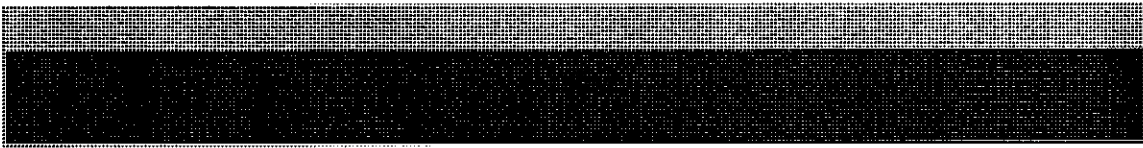
Hydrant
Replacement





Lake Drive Bridge Replacement Project





Washington Lake Dam Drainage Improvement Project



Crescent Avenue Pump Station



NEWBURGH
ARTS & CULTURAL STUDY

NEWBURGH TALKS HOUSING

SBA

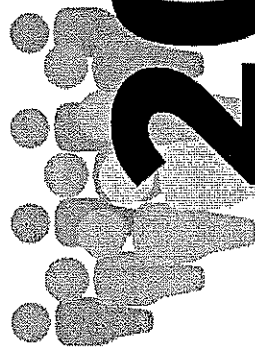
The U.S. Small Business Administration
and The City of Newburgh

Present

**Setting Up Your Small Business Certification
Step-by-Step**

2 FREE ZOOM PRESENTATIONS
SUNDAY, JAN. 22ND 11:30 AM - 12:30 PM
MONDAY, JAN. 23RD 10:00 AM - 11:00 AM
HOW TO SET UP YOUR SMALL BUSINESS CERTIFICATION
AND HOW TO APPLY FOR THE SBA 8(a) PROGRAM

Seating is limited - so call for more information
800-458-5272 • 800-458-5273 • 800-458-5274
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800-458-5278 • 800-458-5279 • 800-458-5280
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800-458-5551 • 800-4



2020 CENSUS

YOUR COMMUNITY IS COUNTING ON YOU

New York Self-Response Rate

58.9%

Newburgh Self-Response Rate

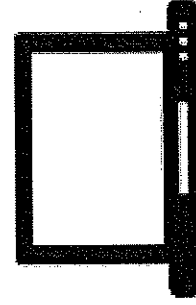
43.6%

(as of September 10)

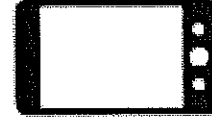
English - 844-330-2020

Spanish - 844-468-2020

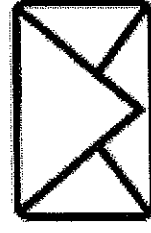
Haitian Creole - 844-477-2020



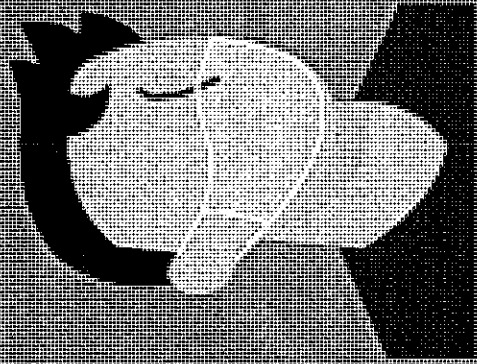
Online



By Phone



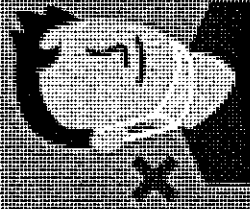
By Mail



**WEARING
A MASK
CORRECTLY**



INCORRECT MASK WEARING



CITY MANAGER'S REPORT

Resolution No. 195 - 2020 - Budget Amendment for Sanitation truck repair

Councilwoman Monteverde is glad that we are getting this repaired but she wants to make sure that when trucks break down the word gets out that there will be a delay in garbage pickup. She understands that these vehicles are very old and in desperate need of repair but we have to communicate this information to the public so they know what is going in.

Mayor Harvey added that on Holidays there is a delay in garbage pickup which is always communicated to the public. There is a great interest for bulk garbage pickup which is usually done after Earth Day in April and then again in October which we are waiting for confirmation on. He has been talking with the City Manager, Comptroller and Sanitation Supervisor, George Garrison on re-implementing bulk pickup on a more regular basis. With some of the increases we have had to incur we are hoping to re-implement that on a monthly basis sometime in 2021. This is something he has been pushing for since day one on the Council.

Councilman Shakur added that also when garbage is not being picked up and the streets are not being cleaned people are receiving parking tickets for alternate side parking but they don't get the services. They should be able to plead not guilty or put these tickets back. He wants everyone to understand that there is a process and there should be a remedy.

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 196 - 2020 - Sewer Transfer from Contingency

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 197 - 2020 - Update to City's Procurement and Travel Card Policy

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 198 - 2020 - ShotSpotter 2020 Renewal

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur - 1

Adopted

Resolution No. 199 - 2020 - Budget Amendment for ShotSpotter 2020 Renewal

Mayor Harvey said Councilman Shakur had some questions and concerns regarding ShotSpotter and the funding so he assured him that we will get the most recent updated data on ShotSpotter. Councilwoman Mejia spoke about it at the Work Session last Thursday and he agrees with her observation that a year ago there was a large outcry from the residents, stakeholders and investors to have the ShotSpotter technology for public safety, which is our number one priority. He wants to acknowledge Councilman Shakur's request so we can see what the numbers are to determine if it's cost effective.

Councilwoman Mejia added aside from cost effectiveness it's also being able to utilize the data that ShotSpotter produces for preventive programs like SNUG and other programs that we have going on. It's not just data alone but should be part of a strategy.

Mayor Harvey said there is a lot going on around the Nation regarding police officers engaging with the public so he feels that community policing is the way to go which is what we have been working diligently on here in Newburgh. Interacting and having an improved police community relationship is the way to go. ShotSpotter data has to correspond to our efforts to have preventive measures and how our Officers engage with the public to build that trust and programs around it.

Councilman Shakur said we want to have preventive policies. This is a reactive policy that we are spending money on which could go back into the community to prevent shots.

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 200 - 2020 - Repurchase of In Rem Properties - 2017 In Rem Proceeding

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 201 - 2020 - Purchase of North Plank Road parcel

Councilman Sklarz moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 202 - 2020 - Purchase of 182 Broadway

Councilman Grice said it has nothing to do with the buyer because this person is buying another property that he plans on voting for affirmatively but this one he is against because it is not for the purchaser's business but an associate. He would like the person who is actually buying the property to have their business there or live there.

Mayor Harvey said that a request was made at the Work Session for the financials on this purchaser.

City Manager, Joseph Donat noted that those items were emailed to the Council with a letter from the developer's Attorney regarding the money he is holding on behalf of his client in escrow. It is in your packets as well as uploaded on drop box.

Mayor Harvey thinks that this property along with the other property on Broadway has been vacant for a number of years. The housing market has had a significant increase and property values are going up so it's now a seller's market. He supports this because our goal is to get properties back on the tax rolls to increase revenue and expand the tax base so hopefully we can decrease the tax levy again in 2021 to relieve the tax burden. His goal has been to get rid of the urban blight so we can stop seeing these abandoned boarded up buildings on Broadway.

Councilwoman Sofokles asked Councilman Grice if there is something written in the contract that says this person has to live there or put his business there or is this just something he would like to see. Sometimes it has to be owner occupied but like the Mayor just said we are getting another building back on the tax rolls which is good.

Councilman Grice said it was his understanding that this property was going to be owner occupied and we have sold properties with this same sort of set up but he may not have realized that at the time and probably would have voted no.

Councilwoman Sofokles said sometimes it is written that it must be owner occupied or we get the property back but she didn't see anything that said this property had to be owner occupied. We would desire it to be because we know it would be better taken care of but she didn't see it written anywhere.

Councilman Grice said he did see it and will have to defer to Planning and Development because that was his understanding for this property.

Councilman Shakur agrees that we want these houses back on the tax rolls and we need that but we have to see who we are selling these houses to. In a community that is eighty percent Black and Hispanic, who are they being sold to? Most of the residents won't be able to get back into these houses so we need to make sure our residents have more access to this program which is why he would like to see the numbers for the last two years on who these houses have been sold to.

Councilwoman Monteverde noted that for the last two and half years we have sold quite a few properties to Hispanics and African Americans. Each one of us has welcomed people to their neighborhoods particularly in the Heights and that data will show you that she thinks we are doing pretty good with selling to people of color. This is a business, however, not a house.

Mayor Harvey added that when we look at 2019 alone we broke a record by selling more abandoned properties on our vacancy list than ever in the history of this City. It's important to continuously monitor who is buying those properties, however, and to make sure that people of color in our City have access to the financial resources they need to be

in a position to purchase some of these properties. He has been working with some Council members and the City Manager to get Banks back into the City of Newburgh that target low income families that don't have great credit. They are working diligently behind the scenes on that but there are a lot of moving parts when buying buildings and properties and having the resources to rehab them. This is a larger conversation that we have to work on.

Councilwoman Mejia reminded everyone that Planning and Development shared data from 2018, 2019 and 2020 to date in terms of sales which was emailed to us on September 2nd. You can clearly see how we have been incrementing our sales and who they were sold to. She agrees with the Mayor and the challenges he stated around access to capital and noted that we are gearing up for budget season. We tried to bite this apple in many different ways so she would encourage the Council to look at our Budget and set some funds aside to provide capital for some buildings specifically knowing that it is a challenge for low income working class City of Newburgh residents who are working on increasing their credit rating. We should seriously think about doing that to enable our City residents to overcome some of these hurdles.

Councilman Shakur said that this all sounds good but this should have been put into place when this process first started. The damage is already done to our community. Over five hundred houses have been sold that didn't have this process in place.

Councilwoman Mejia noted that at no time in the last decade has the City owned five hundred buildings. If you look at the number of properties from our In-Rem process for 2018, 2019 and 2020 to date of when the data was pulled we are averaging about forty to fifty properties a year. She wants to be accurate about the information we put out to our community because it's important that we are as accurate as possible. There are processes in place but there is always room for improvement.

Councilwoman Monteverde said that doing a quick count it looks like maybe sixty or seventy properties since 2018.

Councilwoman Sofokles said to think about how many houses Habitat has done which have all gone to low income inner City people. Her neighbor got her house from a Grant through the City which she has had for twenty years so there are things out there.

Mayor Harvey reiterated that there are ongoing efforts being made to assist the low income families with poor credit so they can have access to these opportunities. Before COVID he was meeting with a Bank and they were very close to getting a Federal Grant so they could change their designation to cater to low income families with poor credit. They are still moving on that and we support it.

Councilwoman Monteverde moved and Councilman Sklarz seconded.

Ayes: Mejia, Monteverde, Sklarz, Sofokles, Harvey - 5

Nays: Grice, Shakur-2

Adopted

Resolution No. 203 - 2020 - Purchase of 185 Broadway

Councilman Grice moved and Councilman Sklarz seconded.
Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6
Nays: Shakur-1
Adopted

Resolution No. 204 - 2020 - Purchase of 25 Bridge Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 205 - 2020 - Purchase of 103 Washington Street

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 206 - 2020 - Purchase of 162 South Street and 187 Lander Street

Councilman Grice moved and Councilman Sklarz seconded.
Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6
Nays: Shakur-1
Adopted

Resolution No. 207 - 2020 - Purchase of 96 Carter Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 208 - 2020 - Agreement with Orange-Ulster BOCES for Storage of Archival Municipal Records

Councilman Grice noted for the community that Orange-Ulster BOCES has a large room that is temperature controlled and they know what they are doing when it comes to handling old documents and digitizing records. He has worked closely with them on several projects and has always been pleased with the work they have done.

Mayor Harvey agreed with Councilman Grice.

Councilman Sklarz moved and Councilman Grice seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 209 - 2020 - 144 Johnston Street - Release of Covenants

Councilwoman Sofokles moved and Councilwoman Mejia seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 210 - 2020 - License Agreement with Newburgh Community Photo Project

Councilman Grice said he is very happy about this and thanked everyone involved in this project. He feels they made a good choice for the building.

Councilwoman Monteverde thanked Councilman Grice for helping out and supporting this project and the City Manager for helping to move it forward. This is a great project and she is looking forward to it.

Mayor Harvey thanked Councilman Grice and Councilwoman Monteverde and said he is proud to serve with them especially when things like this happen. This is an amazing project.

Councilman Shakur agrees it's a good program and said we need more projects like this.

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 211 - 2020 - Zoning Amendment - Intent to Establish Lead Agency

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 212 - 2020 - Zoning Amendment - Public Hearing

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 213 - 2020 - to Schedule a 2nd Public Hearing and Schedule Opening a 2nd Public Comment Period for the FY2021 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Councilwoman Sofokles moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 214 - 2020 - To accept NYS DEC Volunteer Fire Assistance Grant in the amount of \$1,500

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 215 - 2020 - Human Rights Commission appointment

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 216 - 2020 - Ratifying a MOA and Approving a Collective Bargaining Agreement with Local 589 IAFFF

Councilwoman Monteverde said it's wonderful that we have finally come to an agreement. She thanked the staff, Ms. Kelson, the City Manager, the Fire Department and Union Reps for finally coming to this resolution. It's very exciting.

Mayor Harvey reiterated the sentiments of Councilwoman Monteverde because this is an amazing accomplishment. It wasn't easy but this is what the City needs during these very difficult times. Firefighters are first responders and we thank them for their service especially during this Global Pandemic as well as thank our Police Officers and essential workers.

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 217 - 2020 - Approval of Consent Judgement

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 218 - 2020 - Contract with H2M Architects & Engineers for Design of Crescent Avenue Pump Station

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

NEW BUSINESS

Mayor Harvey mentioned the Kennedy Cancer Walk which he has received a lot of support on from the Council. October is National Cancer Awareness Month and as a City Government he would like to create an annual Kennedy Cancer Walk in honor of Judy Kennedy who we all know lost a difficult battle to this unforgiving disease. He would like to do this on October 24th and asked for some intake from our Legal Department on how and if we can take donations from people who want to participate and how to get businesses to sponsor. We could have t-shirts printed and walk from City Hall to Downing Park to honor Judy Kennedy and all of the family and friends that we have lost to Cancer. The City Manager has agreed to assist with organizing this and to get it going. He added that the public has asked him if Department Heads should be part of the Zoom City Council meetings like they did when we were in the Council Chambers.

City Manager, Joseph Donat noted that most if not all Department Heads are on the line. Some participate by video and some participate by a conference call so they are available. A few had some scheduling conflicts this evening but they are very much in the loop with this process. He has tried to give them a bit of a break if nothing is on the agenda pertaining to their department but most if not all are still online.

Mayor Harvey said there is also growing concern about the leadership in the Recreation Department so he would like to add that as a new business item to discuss where we are and what we are doing.

Councilwoman Sofokles said she spoke to a number of people and they will make sure that Downing Park is available. She thinks it's a great idea because Judy Kennedy loved the Park and was very supportive of it. They will make sure the Shelter House is open and refreshments are ready. She is not sure what we have to do on the City's end.

Mayor Harvey said we have a month so there should be enough time to have a resolution at the next Work Session to plan it. He has received a large amount of interest from people wanting to know how they can register and pay a small fee to participate.

Michelle Kelson, Corporation Counsel said that the issue from the City's perspective is not so much in terms of overall sponsorship or organization of the event but some of the nuances that occur in the Cancer Walks or 5K or 10K Races and the perks that go along with them. The registration fees, gift bags and t-shirts are usually done under the guise of fundraising and is for a charitable purpose most of the time but the City as a Municipal Government is less able to perform those functions. We may need a viable 501c3 not-for-profit to co-sponsor and do all of those things that a charitable organization would ordinarily do so that the City is not really doing the fundraiser. If that is something that DPPC is willing to step up and do then that might be helpful but getting a resolution and a permit are not the heavy lift. She said that she will look into it.

Councilwoman Sofokles said that the Downing Park Planning Committee would be happy to do it. We have had a 501c3 for thirty years and we are insured.

Ms. Kelson said that would be a viable partnership and they could probably pull something like this off in fairly short order.

Councilwoman Mejia said that she is totally on board with that and would be happy to support it. The sooner we do it the better because before we know it October will be over and people will be focusing on Christmas. She thanked the Mayor for bringing up the participation of our Department Heads and the City Manager for clarifying. She has noticed that often times they will log on as participants and Nick Crispino from our IT Department is always on our meetings also.

Mayor Harvey told Councilwoman Sofokles that he will text her and the other Council Members who have expressed an interest in the Cancer Walk so we can coordinate and get this going. We do need a resolution, approvals and a permit and we want some way to have people register for possibly a small fee which would cover t-shirt costs and a donation to the American Cancer Society.

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

OLD BUSINESS

Councilwoman Mejia said that we have one hundred percent participation from all of the Elected Officials for the legislative agenda survey that we were doing so she told Ms. Kelson that the results will be shared with her. It was just completed this past weekend so

she asked if that could be added as an item of discussion for our upcoming meetings.

Councilman Grice thanked Councilwoman Mejia for taking the lead on that as she did an excellent job and he plans on honoring whatever that survey says. He believes that this legislative body has been the most progressive and aggressive when it comes to legislative items so he wanted to thank Ms. Kelson for all of the hard work that she does for them.

Councilwoman Monteverde said she agrees with Councilman Grice and she thanked Councilwoman Mejia for moving this forward because it is extremely important to prioritize legislative actions. *"We have been a unified government and it's been an honor to work with all of you and I continue to look forward to collaborating."*

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked everyone and his colleagues on the Council. The Census is ending on September 30th so it's important to make sure we are still getting our numbers up. Enumerators are out in the neighborhoods but we still have to do our part so let's do that final push. He has been working with our Water Superintendent, Wayne Vradenburgh on a few things and he had the pleasure to visit our Watershed area by Washington Lake to see some of the work he is doing out there as well as the work being done at Crystal Lake. He wanted to give a public thank you to Mr. Vradenburgh and the Water Department for all that they are doing and he looks forward to his presentation to the Council.

Councilwoman Mejia added and echoed in Spanish that we have to get that Census number up because it's funding for the next ten years that the City of Newburgh will have. She thanked everyone who has been participating with raising the statistics on how we are getting counted. She noted that the Transportation Committee has been doing a lot of work pushing us to be a walkable, rideable and multi-functional City. This past weekend they installed "Slow Down" signs at some of the intersections and more are needed especially since paving has been done and cars are speeding so she reminded everyone that we are a densely populated city so you have to slow down. She is glad to see that we are slowly coming back into a different mode of communicating with each other and noted that Budget time is starting tomorrow so she encouraged everyone to look at it as the commitment we have to each other and what we are prioritizing for our City and where we are putting our money.

Councilwoman Monteverde reminded everyone that the City Manager mentioned the property tax deadline is fast approaching. When we were shut down due to COVID there were some issues with payments arriving late or getting lost in the mail so that has hopefully been worked out. She doesn't want to overlook that the Water Department passed their inspections with flying colors and noted that Mr. Vradenburgh continues to do an excellent job so we are drinking clean water. She also thanked all of the departments for their hard work as well as the Council members and she looks forward to working with them. She reminded everyone that Flu Season is fast approaching so get your shots and

stay healthy. Remember to social distance, wear your mask when out in public and wear it correctly.

Councilman Shakur thanked everyone for watching tonight. There are approximately two weeks left for the 2020 Census and our numbers are low but it might be extended to October 31st. Judy Kennedy was a big supporter of the Census so it would be nice to do this Walk to honor her. He noted that there will be early voting for the November Election at the Activity Center for everyone but on Election Day you will vote at your regular polling place. People are calling him because they can't find affordable housing especially one or two bedroom apartments so if anyone has any available, please let him know. We have to work on community involvement in our comment process because today not one person commented so we have to find a way to make this process work better. The community has to be involved.

Councilman Sklarz said that last month Cornerstone conducted onsite COVID19 tests for the residents of the Lake Street Apartments and it was a good turnout. Testing is critical in high density housing sites and he thanked the office of Senator Skoufis for setting that up and Cornerstone staff for their work on that project. Tonight we transferred money to help pay for the repair of sanitation trucks and offset ever increasing tipping fees and last year we authorized a sizable Bond to pay for new trucks that are awaiting delivery. The City of Poughkeepsie recently received a Grant to study sanitation services to determine if there are more efficient and economical ways to deliver these services. We owe it to our taxpayers to study this issue and determine if other options might exist and meets our City's needs. Tonight we were happy to extend the Contract for ShotSpotter and he thanked the City Manager and City staff for their work and negotiation skills to continue ShotSpotter for a four or five month period when we didn't have the funding for it. Congrats to all on the MOA reached with Local 589.

Councilwoman Sofokles thanked DPW because it's very pleasurable to see those lines on the streets at every block and it makes a difference. She has been on the Downing Park Planning Committee for thirty-five years and George Garrison is the only DPW head who has paid attention to the Park. Having him take the twenty-two trees down is a big thing because there have been a lot of stories in the News about people getting killed by falling trees. She thanked Wayne Vradenburgh for what has been done at Crystal Lake and said it's a pleasure to see him take that on when he doesn't have to. She thanked Mayor Harvey for thinking of this Cancer Walk because Judy Kennedy did a lot for this City and she would be happy to be a part of it and feels it's doable if we all work together.

Mayor Harvey thanked his colleagues on the Council, the executive staff and City residents. It is an interesting time in America with a very important Election coming up so he reminded everyone that in order to vote you must register at least thirty days before the Election. Election Day is November 3, 2020 and Councilman Shakur noted there is early voting available. Saturday, October 24th is the morning he is planning to have the Judy Kennedy Cancer Walk and right after that Walk he plans on going to the Activity Center to vote early. The last date to register to vote in New York State is October 12th and you can do it online where it only takes five minutes. He added that Census 2020 plays a major role with our funding at the federal, state and local levels. He encouraged everyone to call the United States Senators to get a second stimulus bill passed. The House of

Representatives passed the Heroes Act months ago and we are just hearing of possible layoffs in our school district of teachers, security guards and staff due to a lack of support from the Federal Government. He ended by saying that even though we have debates and don't always agree he is very proud of this Council, the executive staff, City Manager, departments and the community because we are doing great work.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 8:49 P.M.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 195 - 2020

OF

SEPTEMBER 14, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$200,000.00 FROM
SANITATION CONTINGENCY TO SANITATION-OPERATION OF MOTOR VEHICLES,
SANITATION-REPAIRS/MOTOR VEHICLES, SANITATION-OTHER SERVICES-
TIPPING FEES, SANITATION-OTHER SERVICES-TIRE RECYCLING-ELECTRONIC,
AND SANITATION-OTHER SERVICES-VENDOR REPAIR TO FUND
SANITATION TRUCK REPAIRS

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to the expenses for sanitation truck repairs; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
S.1900.1990.0000.0000	Sanitation Contingency	<u>\$200,000.00</u>	
S.8160.0411	Oper. Of Motor Vehicles		\$20,000.00
S.8160.0442	Repairs/Motor Vehicles		\$30,000.00
S.8160.0448	Other Services-Tipping Fees		\$70,000.00
S.8160.0481	Other Services-Tire Recycle- Electronic		\$20,000.00
S.8160.0482	Other Services-Vendor Repair		<u>\$60,000.00</u>
	TOTAL:	\$200,000.00	\$200,000.00

RESOLUTION NO.: 196 - 2020

OF

SEPTEMBER 14, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$47,946.78 FROM
SEWER CONTINGENCY TO SEWER-SEWER MAIN LINE CLEANING,
SEWER-MAINTENANCE & SUPPLIES, AND SEWER-OTHER SERVICES
TO FUND ADDITIONAL OPERATING COSTS

WHEREAS, an amendment to the 2020 Budget is necessary to fund operating expenses greater than anticipated on the adopted budget; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
G.1900.1990.0000.0000	Sewer Contingency	<u>\$47,946.78</u>	
G.8120.0448.0003	Sewer Main Line Cleaning		\$32,946.78
G.8120.0415	Maintenance & Supplies		\$ 5,000.00
G.8120.04480	Other Services		<u>\$10,000.00</u>
	TOTAL:	\$47,946.78	\$47,946.78

RESOLUTION NO.: 197 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
PROCUREMENT (P-CARD) AND TRAVEL CARD (T-CARD) POLICY AND PROCEDURE**

WHEREAS, by Resolution No. 86-2014 of April 14, 2014, the City Council of the City of Newburgh adopted a City of Newburgh Procurement Card (P-Card) Policy and Procedure; and

WHEREAS, the City Council has reviewed the revisions recommended by the City Comptroller to the City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy and Procedure and finds that adopting the revised policy is in the best interest of the City of Newburgh;

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this City of Newburgh Procurement (P-Card) and Travel Card (T-Card) Policy shall take effect on September 15, 2020.

RESOLUTION NO.: 198 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT AMENDMENT WITH SST, INC.
FOR SHOTSPOTTER FLEX SERVICES SUBSCRIPTION FOR 2020

WHEREAS, by Resolution No. 336-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with SST, Inc. to provide subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh Police Department; and

WHEREAS, the City of Newburgh and SST, Inc. have reached an agreement for the cost of the ShotSpotter Subscription Services for the period beginning on February 10, 2020 and ending on July 31, 2020 in the amount of \$0.00 and for the period beginning on August 1, 2020 and ending on December 31, 2020 in the amount of \$49,500.00; and

WHEREAS, the City Council finds that entering into an amendment of the contract with SST, Inc. for the 2020 subscription services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an amendment to the agreement with SST, Inc., as annexed hereto, for the cost of the 2020 ShotSpotter subscription services to the City of Newburgh Police Department.

RESOLUTION NO.: 199 - 2020

OF

SEPTEMBER 14, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$49,500.00 FROM
GENERAL FUND BALANCE TO GENERAL FUND - POLICE DEPARTMENT
REPAIRS/OTHER EQUIPMENT FOR COSTS OF 2020 SHOTSPOTTER SUBSCRIPTION

WHEREAS, an amendment to the 2020 Budget is necessary to fund the cost of the 2020 ShotSpotter subscription service in the City of Newburgh Police Department; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.0000.0911.0000.0000	General Fund Balance	<u>\$49,500.00</u>	
A.3120.0443.0000.0000	General Fund Police Department Repairs/Other Equipment		<u>\$49,500.00</u>
	TOTAL:	\$49,500.00	\$49,500.00

RESOLUTION NO.: 200 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION AUTHORIZING THE REPURCHASE PROCESS OF *IN REM*
PROPERTIES ACQUIRED THROUGH REAL PROPERTY TAX FORECLOSURE
IN ORANGE COUNTY SUPREME COURT BEARING
ORANGE COUNTY INDEX NO. 2017-9726 PURSUANT TO CHAPTER 93 OF THE
CODE OF ORDINANCES OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh annually acquires title to several properties by foreclosure for unpaid taxes or other charges, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York; and

WHEREAS, immediately after acquiring title, the City usually receives several requests to repurchase these properties by former owners or other interested parties to pay the taxes or charges owed; and

WHEREAS, Chapter 93 of the Code of Ordinances of the City of Newburgh provides an administrative process for the repurchase of such tax foreclosed properties by former owners and lien holders; and

WHEREAS, the last day set for redemption of the City of Newburgh's proceeding for the foreclosure of taxes *in rem*, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, bearing Orange County Index No. 2017-9726 was April 24, 2020, and Chapter 93 provides that as soon as may be practicable, the Council shall consider a resolution to authorize the repurchase process established by Chapter 93; and

WHEREAS, this Council has considered authorizing the repurchase process established by Chapter 93 of the Newburgh City Code to address the repurchase requests of owners and lien holders of properties subject to the City's 2017 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2017-9726; the same being 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 repurchase process established by Chapter 93 of the City Code of the City of Newburgh be and hereby is authorized and in effect for the repurchase of properties by former owners and lien holders subject to the City's 2017 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2017-9726.

RESOLUTION NO.: 201 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
KNOWN AS NORTH PLANK ROAD (SECTION 3, BLOCK 6, LOT 4)
AT PRIVATE SALE TO STEVEN MICHALSKI
FOR THE AMOUNT OF \$600.00

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

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

WHEREAS, the City of Newburgh desires to sell a vacant parcel of real property identified as North Plank Road, being more accurately described as Section 3, Block 6, Lot 4 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
North Plank Road	3 - 6 - 4	Steven Michalski	\$600.00

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

Terms and Conditions Sale

North Plank Road, City of Newburgh (SBL: 3-6-4)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-21, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-21, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation.
5. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing*

costs/fees. **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

10. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

STEVEN MICHALSKI

RESOLUTION NO.: 202 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$120,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 182 Broadway, being more accurately described as Section 30, Block 1, Lot 32, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
182 Broadway	30 - 1 - 32	Joseph Mullokandov	\$120,000.00

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

Terms and Conditions Sale

182 Broadway, City of Newburgh (SBL: 30-1-32)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by **Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$10,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

RESOLUTION NO.: 203 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$160,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 185 Broadway, being more accurately described as Section 36, Block 1, Lot 2, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
185 Broadway	36 - 1 - 2	Joseph Mullokandov	\$160,000.00

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

Terms and Conditions Sale

185 Broadway, City of Newburgh (SBL: 36-1-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

RESOLUTION NO.: 204 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 25 BRIDGE STREET (SECTION 44, BLOCK 4, LOT 3.2)
AT PRIVATE SALE TO OPTILINE ENTERPRISES LLC
FOR THE AMOUNT OF \$224,900.00

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

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

WHEREAS, the City of Newburgh desires to sell 25 Bridge Street, being more accurately described as Section 44, Block 4, Lot 3.2, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
25 Bridge Street	44 - 4 - 3.2	Optiline Enterprises LLC	\$224,900.00

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

Terms and Conditions Sale

25 Bridge Street, City of Newburgh (SBL: 44-4-3.2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs; purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of \$15,000.00 payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Tommy Bolduc, Manager/Member
Optiline Enterprises LLC

RESOLUTION NO.: 205 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 103 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 13)
AT PRIVATE SALE TO MICHELE BASCH AND DAVIDE BLANC
FOR THE AMOUNT OF \$85,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 103 Washington Street, being more accurately described as Section 39, Block 3, Lot 13 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
103 Washington Street	39 - 3 - 13	Michele Basch Davide Blanc	\$85,000.00

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

Terms and Conditions Sale

103 Washington Street, City of Newburgh

(SBL: 39-3-13)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

- the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
 17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
 18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
 19. The property is sold subject to an owner-occupancy restriction. Purchaser Michele Basch and Davide Blanc have agreed to purchase the property subject to a five (5) year owner occupancy restriction. Purchaser Davide Blanc, within 18 months of the delivery of the deed, shall establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
 20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
 21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$8,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

Michele Basch

Davide Blanc

RESOLUTION NO.: 206 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 162 SOUTH STREET (SECTION 11, BLOCK 3, LOT 21) AND 187 LANDER STREET
(SECTION 11, BLOCK 3, LOT 26) AT PRIVATE SALE TO NICOLE CHUNG
FOR THE AMOUNT OF \$50,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell 162 South Street and 187 Lander Street, being more accurately described as Section 11, Block 3, Lot 21 and Section 11, Block 3, Lot 26, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following properties to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
162 South Street	11 - 3 - 21	Nicole Chung	\$50,000.00
187 Lander Street	11 - 3 - 26	Nicole Chung	(combined)

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

Terms and Conditions Sale
162 South Street, City of Newburgh (SBL: 11-3-21)
187 Lander Street, City of Newburgh (SBL: 11-3-26)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Section 612 of the Real Property Actions and Proceedings Law of the State of New York.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. The deeds shall also require the purchaser to merge the properties with into one (1) tax lot within eighteen (18) months of the conveyance. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the properties are vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any properties, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment

rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office. The City shall reserve an easement in its favor of a known 8-inch sewer line that runs east-west across the subject property and is located generally 10 feet as measured from the rear of the existing building.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Closing on the properties shall take place simultaneously.

ACKNOWLEDGED AND AGREED

Date: _____

NICOLE CHUNG

RESOLUTION NO.: 207 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 96 CARTER STREET (SECTION 22, BLOCK 1, LOT 37) AT PRIVATE SALE
TO LAVETTE M. CARTER AND SANDRA ADAMS FOR THE AMOUNT OF \$14,300.00

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

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

WHEREAS, the City of Newburgh desires to sell 96 Carter Street, being more accurately described as Section 22, Block 1, Lot 37 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
96 Carter Street	22 - 1 - 37	Lavette M. Carter Sandra Adams	\$14,300.00

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

Terms and Conditions Sale
96 Carter Street, City of Newburgh
(SBL: 22-1-37)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

LAVETTE M. CARTER

SANDRA ADAMS

RESOLUTION NO.: 208 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ORANGE-ULSTER BOCES
FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS**

WHEREAS, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Orange-Ulster BOCES, at a cost of approximately \$3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 45-2019 of February 25, 2019 and by Resolution No. 170-2019 of July 8, 2019, the City Council authorized one year renewal agreements for the periods June 2018 to June 2019 and June 2019 to June 2020, respectively, with Orange-Ulster BOCES at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the City of Newburgh wishes to renew the agreement with Orange-Ulster BOCES for another year; and

WHEREAS, the cost for these services is approximately \$306.00 per month and shall be derived from A.1460.0448 Records Management—Other Services; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a one year renewal agreement with Orange-Ulster BOCES for the period June 2020 through June 2021, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records.

RESOLUTION NO.: 209 -2020

OF

SEPTEMBER 14, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO LAWRENCE D. SMITH TO THE PREMISES KNOWN AS
144 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 41)

WHEREAS, on March 25, 2019, the City of Newburgh conveyed property located at 144 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 3, Lot 41, to Lawrence D. Smith; and

WHEREAS, Mr. Smith has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 144 Johnston Street, Section 18, Block 3, Lot 41 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated March 25, 2019, from THE CITY OF NEWBURGH to LAWRENCE D. SMITH, recorded in the Orange County Clerk's Office on April 15, 2019, in Liber 14553 of Deeds at Page 854 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 210 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH VINCENT CIANNI,
D/B/A VINCENT CIANNI PHOTOGRAPHY, TO ALLOW USE AND ACCESS TO
THE NEWBURGH CITY CLUB LOCATED AT
120 GRAND STREET (SECTION 24, BLOCK 2, LOT 17)
FOR THE NEWBURGH COMMUNITY PHOTO PROJECT

WHEREAS, the Newburgh Community Photo Project (the "NCP") plans to produce a public art project on COVID-19 and Black Lives Matter based on the notion that photographing people from cities around the world and installing them as public art projects establishes an identity of the city and calls attention to issues that are relevant to that community; and

WHEREAS, the portraits will be displayed in highly visible buildings in all four wards of the City of Newburgh where the message can be vividly seen and can contribute in bringing awareness of social justice and global public health regardless of one's beliefs or political perspectives; and

WHEREAS, the NCP proposes a photo installation on the exterior of the City Club located at 120 Grand Street, more accurately described as Section 24, Block 2, Lot 17 on the official Tax Map of the City of Newburgh; and

WHEREAS, the proposed art installation requires a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Vincent Cianni, d/b/a Vincent Cianni Photography to allow access to City-owned property known as the City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

This license agreement ("Agreement"), made this ____ day of _____, 2020 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 ("LICENSOR") and VINCENT CIANNI, d/b/a VINCENT CIANNI PHOTOGRAPHY, a private business organization having an address at 10 Galloway Avenue, Newburgh, New York 12550 ("LICENSEE");

WITNESSETH:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises known as the City Club, 120 Grand Street, Section 24, Block 2, Lot 17 on the tax map of the City of Newburgh ("Premises"), of Licensor on behalf of itself and its employees, agents and contractors; and

WHEREAS, Licensee desires to install posters and photographs of historical figures in City of Newburgh history on the Premises in a manner that compliments and highlights the Harriet Tubman "Journey to Freedom" Project, a separate art installation scheduled for display at the Newburgh Free Library, 124 Grand Street; and

WHEREAS, Licensee desires to install said posters and photographs on the plywood boards of the Premises that cover the window openings of the building on the Premises; 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:

Section 1. Grant of License:

- A. Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, for the purpose of installing posters and photographs of historical figures in City of Newburgh history on the Premises in a manner that compliments and highlights the Harriet Tubman "Journey to Freedom" Project, a separate art installation scheduled for display at the Newburgh Free Library, 124 Grand Street.
- B. Said posters and photographs shall be installed only on the plywood boards of the Premises that cover the window openings of the building on the Premises and in no other areas of the Premises.

- C. Said posters and photographs shall be affixed to the plywood boards using wheat-paste, or some other non-permanent, non-destructive material acceptable to the Department of Code Compliance.
- D. Licensee shall maintain the posters and photographs in a neat, publicly presentable, and artistic fashion for the period of time they are installed on the plywood boards.
- E. Prior to the conclusion of the License term as set forth in Section 7, below, Licensee shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License. This term includes, but is not limited to: the complete removal of any pictures and photographs, the complete removal of any adhesive materials used to affix the pictures or photographs to the plywood, repainting the plywood with blue-gray exterior paint (if determined to be necessary by the Building Inspector), and repairing or replacing any damage to the plywood.
- F. At its sole cost and expense, Licensee shall apply for, and receive, a Building Permit from the Department of Code Compliance that outlines the full scope and proposed use of the Premises prior to commencement of any work on the Premises.

Section 2. Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3. License Fee: Licensee shall not be required to pay any fees pursuant to this Agreement.

Section 4. Insurance: Licensee shall neither commence work nor perform work nor operate machinery under this Agreement until it has obtained all insurances required under this Section 4 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take 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 and maintain during the life of this Agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies 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.

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 Agreement.

C. Licensee may retain certain employees, agents, subcontractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 5. Damages: The relation of the Licensee to the City as 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 arising out of the negligent performance, other than those wholly caused by Acts of God. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume all blame, loss and responsibility of any nature by reason of 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 or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Premises under this Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The License hereby given shall expire and terminate on September 20, 2021 ("Expiration Date"). Prior to the Expiration Date, Licensee and its agents, employees and contractors, shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License and in accordance with Section 1, above, normal wear and tear excepted.

Section 8. Assignment of License; No Sub-Licensing: This Agreement may not be assigned or sub-let to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate this Agreement.

Section 10. New York Law: This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement: This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. No Vested Rights: 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.

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[Signature Page to Follow]

Signature Page

License Agreement, City Club, 120 Grand Street (SBL 24-2-17)

City of Newburgh / Vincent Cianni, d/b/a Vincent Cianni Photography

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the day and year herein mentioned.

CITY OF NEWBURGH
LICENSOR

By: _____

Joseph P. Donat, City Manager
Per Resolution No.

VINCENT CIANNI
d/b/a VINCENT CIANNI PHOTOGRAPHY
LICENSEE

By: _____

Name: Vincent Cianni

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: 211 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") WITH RESPECT TO AMENDING CHAPTER 300 ENTITLED "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH, AMENDING THE ZONING MAP OF THE CITY OF NEWBURGH, DECLARING THE PROJECT TO BE A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL ASSESSMENT FORM ("FEAF") AND REFERRING THE SAME TO THE ORANGE COUNTY DEPARTMENT OF PLANNING AND OTHER INTERESTED OR INVOLVED AGENCIES

WHEREAS, the City of Newburgh is proposing to amend Chapter 300 entitled "Zoning" of the City Code of Ordinances of the City of Newburgh and the Zoning Map of the City of Newburgh; and

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

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes to accept a Full Environmental Assessment Form ("FEAF") and refer the proposed amendments to the Orange County Planning Department pursuant to General Municipal Law Section 239-m and to other interested or involved agencies; and

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

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as a Type I Action; and
3. That this Council proposes to accept Parts I and II of the Full Environmental Assessment Form ("FEAF") attached hereto; and

4. That this Council authorizes the City Manager to circulate the FEAF to other "Interested Agencies" or "Involved Agencies"; and
5. That this Council refers the proposed amendments to Chapter 300, entitled "Zoning" of the Code of Ordinances of the City of Newburgh and the proposed Zoning Map of the City of Newburgh to the Orange County Planning Department as required by General Municipal Law Section 239-m.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: City of Newburgh Zoning Code Update, 2020		
Project Location (describe, and attach a general location map): City of Newburgh, County of Orange, New York		
Brief Description of Proposed Action (include purpose or need): The Proposed Action would address/correct a number of known errors in Chapter 300 of the Newburgh City Code and the current Zoning Map, and make minor changes to Chapter 300 that support the implementation of the City's existing, adopted planning documents and studies, including the City's Future Land Use Plan. The proposed amendments would take effect city-wide, though the proposed actions have application in limited, specific geographic locations. The proposed changes include: defining mapped zones that lack definition use in the current zoning; correcting actual errors on the zoning map; and correcting unclear or oppositional language in the City Code that make application unenforceable or unable to be applied. The Proposed Action for purposes of environmental review is being considered by the City Council of the City of Newburgh, which seeks to act as Lead Agency pursuant to SEQRA.		
Name of Applicant/Sponsor: City of Newburgh	Telephone: 845-569-7301	
	E-Mail:	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Alexandra Church	Telephone: 845-569-9400	
	E-Mail: achurch@cityofnewburgh-ny.gov	
Address: 123 Grand Street		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor): N/A	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City Council Adoption of Zoning Amendment	Proposed adoption October or November 2020.
b. City, Town or Village ☐ Yes ☒ No Planning Board or Commission		
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	General Municipal Law 239 referral	
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☐ Yes ☒ No		
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☒ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☒ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒ Yes ☐ No	
- If Yes, complete sections C, F and G. - If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No	
If Yes, identify the plan(s): Brownfield Remediation Site: 336042, 336009, 336031, B00127, B00136, 546031, 336063, V00117, B00188, B00189, E336074, E336075, C336085, 336085, 336055, Brownfield Opportunity Area Nomination (census tract 5); Hudson River Greenway; Hudson River National Heritage Area; CoN LWRP; HMP; East End Historic District.	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No	
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

Proposed Action would result in an update to Chapter 300 of the City's Code of Ordinances, including text amendments and zoning map changes.

h. Is the use permitted or allowed by a special or conditional use permit? Not applicable. ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? See proposed zoning map.

C.4. Existing community services.

a. In what school district is the project site located? Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?

City of Newburgh Police Department, Orange County Sheriff, New York State Police

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

City of Newburgh Fire Department

d. What parks serve the project site?

Includes, but not limited to: 9/11 Memorial Park; Aquatic Center; Audrey Carey Park; Broadway Park; Clinton Square; Delano-Hitch Recreation Park; Delano-Hitch Stadium; Desmond Tennis Courts; Downing Park; Gidney Avenue Basketball Courts; Hasbrouck Street Park; Newburgh Boat Launch.

D. Project Details**D.1. Proposed and Potential Development** (Entirety of Section D is N/A)

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Zoning code and map error changes.

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☐ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	☐ Yes ☐ No
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☐ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☐ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No If Yes: i. Product(s) to be stored: _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No If Yes: i. Describe proposed treatment(s): _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action (Entirety of Section E is N/A)

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

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

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

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☐ No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Has the facility been formally closed? ☐ Yes ☐ No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
 ☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
 ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 ☐ Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☐ No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____	☐ Yes ☐ No
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ %	
_____ %	
_____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site	
☐ Moderately Well Drained: _____ % of site	
☐ Poorly Drained _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____ % of site	
☐ 10-15%: _____ % of site	
☐ 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☐ No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No	
ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? ☐ Yes ☐ No	
j. Is the project site in the 100-year Floodplain? ☐ Yes ☐ No	
k. Is the project site in the 500-year Floodplain? ☐ Yes ☐ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☐ No	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☐ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☐ No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☐ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☐ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Project:	Agency Use Only (If applicable) City of Newburgh Zoning Update, 2020
Date:	

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

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

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

1. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.

☐ NO

☒ YES

(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☒	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☒	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☒	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☒	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☒	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☒	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☒	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.

☐ NO

☒ YES

(See Part 1. E.2)

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☒	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☒	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☒	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☒	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☒	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☒	☐

g. Other impacts: _____		☒	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☒	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☒	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☒	☐

d. Other impacts: _____		☒	☐
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☒	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☒	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☒	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☒	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☒	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☒	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☒	☐
e. Other impacts: _____		☒	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☐ NO☒ YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒	☐
c. The proposed action will degrade existing transit access.	D2j	☒	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒	☐
f. Other impacts: _____		☒	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☒ NO☐ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☒ NO☐ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g, E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐		
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐		
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐		
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐		
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐		
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐		
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐		
h. Other: _____		☐	☐		

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐		
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐		
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐		
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐		
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐		
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐		
g. Other impacts: _____		☐	☐		

PRINT FULL FORM

Build-Out Analysis

In order to assess the full environmental impacts of an update to zoning, a build-out analysis was performed to anticipate the future water and sewer capacity needs of the City of Newburgh.

A build-out is an exercise that imagines that every piece of land is rebuilt to its fullest density allowed by zoning. Therefore, if all current structures were rebuilt to their highest density, and all open or vacant land that is not protected by some sort of restriction (parks or preserved open space) were built to their highest density, Newburgh would have a certain number of dwelling units and square feet of commercial and industrial space. These figures would have an effect on the capacity of services such as schools and libraries, and on water and sewer infrastructure. Newburgh is a built-out city with limited vacant and undeveloped land. It is assumed that the majority of the structures that are currently constructed will remain, even with changes in zoning, so an additional build-out was done to analyze only the effects on those parcels that are vacant, undeveloped, or underdeveloped.

Assumptions

The build-out was performed assuming that every parcel would be built to the highest density allowed by its zone. The following table summarizes those assumptions. Each parcel was then analyzed to determine if it met the minimum lot size allowed for each respective zone, and calculated whether it would either have residential dwelling units, or commercial/industrial square footage. For the four form-based, mixed use zones, a ratio of residential-to-commercial space was assumed, and both a dwelling unit count and commercial square footage count was calculated.

Build-Out Assumptions							
Zone	Minimum Lot Size (Sq.Ft)	Maximum Lot Coverage	Maximum Building Height (Ft)	Maximum Dwelling Units	Dwelling Units per Sq Ft Land	Dwelling Units per Sq Ft Buildings	Percent Residential
Broadway Corridor	1500	0.75	65			750	0.6
Commercial District		0.6	45				
Conservation Development District							
Downtown Neighborhood	1500	0.8	35			1000	0.8
High Density Residential	2000	0.55	45	500 sq ft bldg/ DU		500	
High Density Residential, Apartment Building	2500	0.55	60	500 sf lot/DU	500		
Industrial District		0.7	35				
Institutional							
Low Density Residential	2500	0.3	40	3			
Medium Density Residential	2500	0.3	40	3			
Medium Density Residential, Apartment Building	9000	0.5	45	1800 sf lot /DU	1800		
Open Space	0			0			
Park	0			0			
Planned Waterfront District	1500	0.75	50			1000	0.8
Residential Single Family	2500	0.3	40	1			
Utility							
Waterfront Gateway	1500	0.8	95			1000	0.5

The proposed zoning also has updates to environmental constraints. These areas have limits on building and were reduced from the overall buildable area. For most of these areas, the zoning calls for a 50% reduction in their allowable buildable area. However, within the Water Protection Overlay (WPO) area, there is no new construction permitted, so the entirety of that area was reduced from the buildable area of each parcel. The environmental constraints considered in this build out analysis are Wetlands, classified bodies of water as shown in FEMA 500 and 100 year flood zones, WPO buffer, and slopes greater than 20%.

Full Build-Out

The Full Build-Out assumes that every parcel in the City that is not currently a Park, Institution, Utility Right-of-Way (ROW), or Protected Open Space, will be rebuilt to its maximum allowable density, accounting for the respective reduction due to environmental constraints. This Full Build-Out scenario is considered highly unlikely, and is not reflected in current or historic building patterns, or in current or historic population growth. Under those conditions, the following Full Build-Out statistics are as follows:

37,621,423	Total Square Feet Commercial and Industrial space
146,962	Total Dwelling Units, resulting in
454,113	Total Population

Amended Build-Out

The Amended Build-Out assumes that all parcels currently built on would remain, and that only those parcels that are Vacant, Parking Lots, Urban Renewal properties, or Storage Yards would be redeveloped to their maximum allowable density, accounting for the reduction for environmental constraints. This scenario is considered more likely and more reflective of historic density and population growth. However, it is still unlikely that this scenario would be fully realized in the next 20 years. Under these conditions, the Amended Build-Out statistics are as follows:

11,527,793	Additional Square Feet Commercial and Industrial space
8,526	Additional Dwelling Units, resulting in
25,749	Additional Residents

Outcomes

The ability of the City of Newburgh to support the future demands under either a full or amended build-out has capacity issues relating to all City services, but especially to its wastewater and drinking water infrastructure. New development under these new zoning conditions must ultimately be done in conjunction with careful monitoring of all city services to ensure that adequate services can be provided to all City residents. Understanding the discreet capacity constraints for water and sewer services, calculations were prepared to see if the City has the capacity to meet development under each build-out scenario. The City has the following capacity of its wastewater and drinking water services:

Wastewater Treatment: 9 million gallons per day total capacity; with 3.8 million reserved for Town of Newburgh

Drinking Water Filtration: 4.7 million gallons per day current production; potential for 8.85 million gallons per day of treatment capacity with scheduled upgrades. (Note: The 2012 Safe Yield Study limits reservoir daily yield to 6.2 million gallons per day during drought periods, or 8.5 million gallons per day during non-drought periods)

The residential build-out would result in the following water and wastewater daily uses, given the assumptions that:

- There will continue to be 3.09 people per household, as per the 2010 US Census.
- Each residential bedroom will result in 120 gallons of water use per day.
- Each person will result in 110 gallons of wastewater per day.

Residential Water and Wastewater Usage						
	Existing Dwelling Units*	New Dwelling Units	Total Dwelling Units	Total Potential Residents/Beds	Water Gallons Per Day, Res	Wastewater Gallons Per Day, Res
Full Build-Out	0	146,962	146,962	454,113	54,493,510	49,952,384
Amended Build-Out	10,505	8,526	19,031	58,806	7,056,695	6,468,637

*Full Build-Out Scenario assumes there is no existing dwelling units or commercial square footage, and that all is new.

The commercial/industrial build-out would result in the following water and wastewater daily uses, given the assumptions that:

- Water will be used at a rate of 25 gallons per day per 200 feet of commercial space.
- General use/ warehouse use will generate 15 gallons of wastewater per worker or 200 square feet of space.
- Restaurants will generate 35 gallons of wastewater per seat, or 25 square feet of space.
- Restaurants will continue to account for 4% of City commercial square footage.

Commercial/ Industrial Water and Wastewater Usage						
	Existing Commercial/ Industrial Sq Ft*	New Commercial/ Industrial Sq Ft	Total Commercial/ Industrial Sq Ft	Water Gallons Per Day	Wastewater Gallons Per Day, Warehouse	Wastewater Gallons Per Day, Restaurant
Full Build-Out	0	37,621,423	37,621,423	4,702,678	2,708,742	2,106,800
Amended Build-Out	5,362,477	11,527,793	16,890,270	2,111,284	1,216,099	945,855

*Full Build-Out Scenario assumes there is no existing dwelling units or commercial square footage, and that all is new.

Under these scenarios, the system would be well over capacity under the full build-out and would need to plan for upgrades to both sewer and water systems. The systems have close to the potential capacity to accommodate all future users of the amended build-out. However, this capacity would rely on planned upgrades and a potential reduction in the amount of allotted capacity granted to neighboring communities in future inter-municipal agreements. A change to this allotted capacity is not expected to be probable, and therefore increased sewer and water capacity would be required under the amended build-out condition to meet full future capacity needs.

Water and Wastewater, Capacity v. Need (gallons per day)				
	Existing Capacity*	Potential Capacity*	Full Build-Out Need	Amended Build-Out Need
Wastewater	5,200,000	9,000,000	54,767,926	8,630,591
Drinking Water	4,500,000	8,500,000	59,196,187	9,167,979
*Without planned upgrades and with reductions for capacity allotted for neighboring communities.				

RESOLUTION NO.: 212 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 28, 2020 TO HEAR PUBLIC COMMENT CONCERNING
THE ADOPTION OF AN AMENDMENT TO CHAPTER 300 ENTITLED "ZONING"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
AND AN AMENDED ZONING MAP OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the adoption of an amendment to Chapter 300 Entitled "Zoning" of the Code of Ordinances of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of September, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the September 28, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed ordinance as follows:

To view the livestream of the City Council Work Session and Meeting visit:
<https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeoJfUpnA. Please note that there is an underscore between the "N" and "D").

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeoJfUpnA. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Friday, September 25, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

Proposed Zoning Changes – Summary Sheet (as of 8/31/20)

Map Change – William Street and Washington Street

Proposed Change: convert affected parcels from Commercial District to Medium Density Residential with Neighborhood Commercial Overlay.

Affected Parcels (by SBL) (108 total):

38-2-1	38-2-2	38-2-3	38-2-4	38-2-5	38-2-6.1
38-2-7.1	38-2-8	38-2-9	38-2-10	38-2-11	38-2-12
38-2-13	38-2-14	38-2-15	38-2-16	38-2-17	38-2-18
38-2-19	38-2-20	38-2-25	38-2-26	38-2-27	38-2-28
38-2-29	38-2-30	38-2-31	38-2-32	38-2-33	38-2-34
38-2-40	38-2-35	38-3-31	39-2-31	38-3-32	39-2-30
39-2-29	38-3-33	39-2-28	39-2-26	38-3-34	39-2-27
38-4-31	39-2-25	38-4-32	39-2-24	38-4-33	38-4-34
39-2-23	38-4-35	38-4-36	39-2-22	38-4-37	39-2-21
38-4-41	38-4-40	38-4-39	38-4-38	39-2-20	39-2-19
39-2-18	44-2-8	45-1-1	44-2-9	44-2-10	45-1-10
44-3-12	45-15-1	44-3-13	45-15-19	44-3-14	45-15-18
44-3-15	44-3-16	45-15-17	44-3-17	45-15-16	44-3-18
44-3-19	45-15-15	44-3-20	45-15-14	45-15-11	44-3-21
45-15-13	44-2-12	45-1-14	44-2-13	45-1-13	45-1-12
45-15-12	38-2-39	38-2-38	38-2-37	38-2-36	38-3-29.1
39-2-1	39-2-33	39-2-32	38-3-30	45-1-16	45-1-15
44-2-14	45-1-11	44-2-11	39-2-17	38-2-24.12	39-1-1

Map Change – Delete “Open Space” as Zone

Proposed Changes: “Open Space” zone is not defined in Zoning Code. Delete zone as shown on zoning map. All parcels shown as “Open Space” to be converted into “Conservation Development District.” Change §300-31 chart for CDD to delete all cells and insert text “Refer to §300-33(B)” or “Any uses permitted by right in R-1, R-Low, R-Med and R-High Districts.”

Affected Parcels (by SBL), with Proposed New Zone (49 parcels):

SBL	Proposed New Zone	SBL	Proposed New Zone
43-1-29.2	CDD	47-2-9	CDD
43-1-31	CDD	49-1-18.2	CDD
43-1-32	CDD	47-2-10.2	CDD
43-1-33	CDD	47-2-12	CDD
43-1-34	CDD	43-1-28	CDD
43-1-35	CDD	49-1-19	CDD
14-3-26.2	CDD	49-1-20	CDD

14-3-26.4	CDD	49-1-21	CDD
14-3-8	CDD	49-1-22	CDD
14-3-26.3	CDD	49-1-23	CDD
14-3-26.1	CDD	49-1-18.11	CDD
14-3-26.52	CDD	46-5-10	CDD
49-1-7.1	CDD	46-5-9	CDD
49-1-2	CDD	7-2-1.2	CDD
49-1-8	CDD	49-1-24	CDD
49-1-9	CDD	14-3-54.2	CDD
49-1-10	CDD	33-6-3.2	Park
49-1-11	CDD	33-6-1.1	Park
49-1-12	CDD	49-1-1	Park
49-1-13	CDD	47-2-2.3	Park
49-1-14	CDD	49-1-18.12	Park
49-1-15	CDD	49-1-5.21	PWD
49-1-16	CDD	40-3-3	PWD
49-1-17	CDD	14-3-26.6	R-Way
49-1-18.3	CDD		

Map Change – delete “Institution” as a Zone

Proposed Change: “Institution” zone is not defined in Zoning Code. Affected parcels appear spot zoned. Delete zone as shown on zoning map and re-zone affected parcels in accordance with other nearby districts.

Affected Parcels (by SBL), with Proposed New Zone (37 parcels):

SBL	Proposed New Zone	SBL	Proposed New Zone
43-1-13	R-High	22-4-14.12	R-Med
28-2-17	R-Low	31-2-18	WG
28-2-20.1	BC	31-2-21	WG
28-2-19	R-Low	31-2-13.2	WG
28-2-18	R-Low	31-2-19	WG
28-2-21.2	BC	29-1-25	BC
28-2-1	BC	23-1-12	R-Med
6-5-1	R-Low	23-1-1.1	R-Med
7-1-55	R-Low	7-2-2	R-Low
7-1-1.1	R-Low	8-1-1.32	R-Med
7-1-2	R-Low	8-1-1.42	R-Med
3-10-27	R-Low	4-11-3.1	R-Med
47-3-2	R-Low	4-11-3.2	R-Med
47-3-1	R-Low	4-11-2	R-Med
46-4-4	PWD	4-12-2	R-High
49-1-5.1	Park	4-12-1	R-High
46-4-5	PWD	4-11-1	R-Med

39-2-9	Park	6-5-18.2	R-Low
31-2-20	WG		

Text Changes – §300-6, §300-21, and §300-83

Proposed Changes:

1. Adds “Right of Way” to §300-6
2. Add descriptions of zones to §300-21. Also add/delete applicable zones to conform to map.
3. Amend §300-31(F).
4. Amend §300-32 to delete “Commercial District Overlay”
5. Amend §300-83.

PROPOSED CHANGES
CHAPTER 300 (ZONING) OF CITY OF NEWBURGH CODE OF ORDINANCES

Article II
Definitions and Word Usage

§ 300-6. Word usage; terms defined.

A. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural the singular. The word "shall" is intended to be mandatory, while "should" is not; and "occupied" or "used" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied." In general, this chapter uses the word "permitted" to describe an action that requires a permit and "allowed" when a permit is not required.

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

ACTIVITY FACILITY — A business which, for compensation, offers indoor recreational activities, such as dance, martial arts, arts and crafts, musical or theatrical instruction, children's gyms and play centers, and other places of public or private entertainment. Activity facilities shall not include facilities intended primarily for spectator activities, such as, but not limited to, stadiums and arenas, automotive tracks, bowling alleys, parlors or amusement parks.

ADULT DAY-CARE FACILITY — An establishment which provides day-care services for hire to adults who, by reason of physical or other limitations associated with age, physical or mental disabilities or other factors, are unable or substantially unable to live independently without supervision.

ADULT USES — An adult bookstore, adult motion-picture theater, or adult entertainment cabaret, as defined herein.

- (1) **ADULT BOOKSTORE** — An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, or other periodicals, films, slides and videotapes which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or exposing specified anatomical areas as defined below.
- (2) **ADULT FILM THEATER** — An enclosed building used primarily for presenting material in the form of motion pictures, films, slide shows or videotapes distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual activities or exposing specified anatomical areas.
- (3) **ADULT ENTERTAINMENT CABARET** — A building or portion thereof regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibiting of sexual activities or specified anatomical areas for observation by patrons therein.

Underline denotes additions

~~Strikethrough~~ denotes deletions

AGRICULTURE — An activity which includes the cultivation of the soil for food products or other useful or valuable growths of the field or garden, nursery stock and commercial greenhouses, but does not include dairying, raising of livestock, breeding or keeping of animals, fowl or birds where the same is carried on as a business or gainful occupation. Agriculture includes also the sale at retail of farm, garden or nursery products produced on the premises.

AMUSEMENT CENTER — A place of business wherein three or more coin-operated machines, games of skill or chance or other machines of a similar nature are available for use or play by the general public.

ANIMAL CARE CENTER — Any building or portion of a building designed or used for the care, observation, or treatment of domestic animals, or for the keeping, breeding or boarding for compensation of dogs, cats, or other domestic animals, when such boarding is for more than three consecutive hours.

APARTMENT, ACCESSORY — A self-contained residential dwelling unit, clearly incidental and secondary to the principal dwelling of which it is a part, having a separate entrance and containing separate cooking, eating, sanitation and sleeping facilities for the exclusive use of the occupant, in a one-family dwelling, or in a separate accessory structure on the same lot as a one-family dwelling.

APARTMENT HOUSE (same as "multifamily dwelling") — A residential building that contains more than four dwelling units, with one primary entrance to access all dwelling units contained therein. An apartment house may include accessory uses shared by residents of the apartment house, including recreational facilities, laundry rooms, parking, seating areas and open space for the exclusive use of residents residing in the complex.

ASSEMBLY HALL/BANQUET HALL — Buildings in which the primary or intended occupancy or use is the assembly for amusement, athletic, civic, dining, educational, entertainment, political, recreational, religious, social, or similar purposes, except an assembly hall shall not include any use defined elsewhere herein, in which kitchen facilities may or may not exist.

AUTOMOBILE GASOLINE STATION — Any building or land area used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses, such as sales of lubricants, tires, accessories or supplies, and prepackaged food items and tangible consumer goods, primarily for self-service by the customer.

AUTOMOBILE SALES — Any building, land area or other premises used for the display, sale or lease of new or used automobiles, vans, trucks, trailers, or boats, but not including any repair work. Such facilities may not conduct repair services as an accessory use other than warranty or other minor repair service.

AUTOMOBILE-SERVICE/REPAIR — Any area of land, including structures thereon, available to the public, operated for gain, and which is used for repair, greasing, washing, servicing, adjusting or equipping of automobiles or other vehicles.

Underline denotes additions

~~Strikethrough~~ denotes deletions

AUTOMOBILE WASH — Any building or land area, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleansing devices or otherwise.

BANK — A financial institution that is open to the public and engaged in deposit banking, and that may perform closely related functions, such as making loans, investments, and fiduciary activities.

BAR — A commercial establishment, open to the general public, which sells and serves alcoholic beverages for consumption on the premises and where food may be served as an accessory use. The term "bar" includes "barroom," "wine bar," "tavern," "pub," and "saloon."

BASEMENT — A story that is wholly or partly below grade, but at least 1/2 of its height, measured from floor to ceiling, is above the average established curb level or finished grade of the ground adjoining the building.

BED-AND-BREAKFAST — A lodging facility in an owner-occupied dwelling, offering from two to five guest rooms, without separate kitchen facilities, for paying, transient guests for a period not to exceed 15 consecutive days per guest. A dining room and kitchen may be provided for serving guests of the facility, but shall not be open to the public. An Airbnb rental is a variant of this use. "Short-term, in-home lodging" shall apply for one room for up to three paying guests.

BILLIARD PARLOR — A building, or portion thereof, having within its premises three or more pool tables, billiard tables, or a combination thereof.

BOARDINGHOUSE — An owner-occupied dwelling unit, with nontransient boarders, and with common rooms used and accessible to all residents, within which are boarding units that are rented individually and occupied for sleeping and/or living purposes to nontransient occupants. A boardinghouse shall not be considered a rooming home.

BOARDING UNIT — Any room or group of rooms forming a habitable unit used or intended to be used for living or sleeping but not used for cooking purposes.

BOAT REPAIR — A facility where boats are repaired and may be stored.

BOWLING ALLEY — Indoor facility for the sport of bowling, with customary accessory uses, such as snack bars.

BUILDING — (Includes "structure.") Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

BUILDING, ACCESSORY — A building, the use and size of which is incidental to, and complementary of, the principal building on a lot.

BUILDING FRONT LINE — The line of the face of the building nearest the front lot line. The face includes covered porches, but does not include steps.

Underline denotes additions

~~Strikethrough~~ denotes deletions

BUILDING, MAIN (PRINCIPAL) — The building in which is conducted the primary use of the lot on which it is located.

CABARET — Any room, place, or space in which any musical entertainment, singing, dancing, or other similar amusement takes place in connection with a bar and/or restaurant, except for an adult cabaret.

CAR RENTAL — A business that rents vehicles to persons or businesses for use on a transient basis. The business may include on-site facilities for servicing, storing, repairing, and fueling the vehicles.

CELLAR — That space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling, below the average established curb level or finished grade of the ground adjoining the building.

CEMETERY — A place used for the interment of human or animal remains or cremated remains.

CHILD DAY-CARE CENTER — A facility, that is not also a dwelling unit, that provides care for infants and preschool children, and may offer prekindergarten educational service, on a regular basis for more than three hours per child and is defined in 18 NYCRR Part 413 and regulated in accordance with 18 NYCRR 418.

COLLEGE/UNIVERSITY — An institution for post-secondary education, which is licensed by the State of New York to grant associate, baccalaureate, or higher degrees.

COMMERCIAL LAUNDRY — An establishment that launders and/or dries articles for commercial and not individual customers.

COMMUNITY CENTER — A place, structure, area, or other facility used for providing religious, fraternal, social, educational, or recreational programs generally open to the public, not operated for profit, and designed to accommodate and serve significant segments of the local community.

COOPERATIVE HOUSE — A dwelling unit that is rented as a singular unit and not occupied by a family, as defined in this chapter, within which are two or more boarding units occupied for sleeping and/or living purposes by nontransient occupants. A cooperative house shall not be considered to be a rooming house.

COTTAGE INDUSTRY — A use that is conducted wholly within an enclosed building that involves the manufacturing, production, processing, fabrication, assembly, treatment, repair, or packing of finished products predominantly from previously prepared or refined materials (or from raw materials that do not need refining). Light industry is capable of operation in such a manner that does not cause a noticeable amount of noise, dust, odor, smoke, glare, or vibration outside of the building in which the activity takes place. Such a use may or may not contain retail space. A machine shop is included in this category.

COVERAGE, BUILDING — The area that is covered by all of the buildings on the lot.

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CURB LEVEL — The established elevation of the street grade at the point that is opposite the center of the wall nearest to and facing the street line. Where a building is on a corner lot, the curb level is the average of the mean levels of the curblines on the two intersecting streets. Where there is uncertainty about the curb level, it shall be determined by the City Engineer.

DISTRIBUTION FACILITY/WAREHOUSE — A facility involving the storage and the shipment of goods in allotments. This use does not involve the manufacture or sale of goods from the premises.

DORMITORY — A building intended or used principally for sleeping accommodations, where such building is directly related to an educational or public institution, or house of worship. Such building may include common kitchen and gathering rooms, but does not contain complete dwelling units.

DRIVE-THRU (BANK, FAST-FOOD RESTAURANT, PHARMACY) — An establishment that dispenses products or services to patrons who remain in vehicles.

DRY CLEANER — An establishment for the on-premises mechanical cleaning of garments, articles or goods of fabric for retail customers, or where dropoff and pickup occurs for garments or articles that are sent to another location for mechanical cleaning or laundering. A dry cleaning establishment does not include a laundry or laundromat, which provides self-service washing or drying for use by retail customers.

DWELLING — Any building or portion thereof designed or used exclusively for nontransient residential use.

DWELLING, DETACHED — A dwelling having no common walls, floors or ceilings with any other dwelling unit.

DWELLING, FOUR-FAMILY — A building containing four dwelling units only, on a single lot of record.

DWELLING, MULTIFAMILY — See "apartment house."

DWELLING, ROW OR ATTACHED (TOWNHOME) — A dwelling, having common walls with one or more dwelling units, also referred to as a "townhome." A row dwelling sharing one common wall shall be deemed an end unit. This term shall also refer to two dwellings sharing one party or lot line wall and commonly referred to as a "duplex."

DWELLING, SINGLE-FAMILY — A building containing not more than one dwelling unit and not having more than one kitchen on a single lot of record.

DWELLING, THREE-FAMILY — A building containing three dwelling units only on a single lot of record.

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DWELLING, TWO-FAMILY — A building containing two dwelling units only on a single lot of record.

DWELLING UNIT — A single unit with one or more rooms with provisions for living, cooking, sanitary and sleeping facilities arranged for the use of one family only.

FAMILY — One, two, or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.

FAMILY DAY-CARE — A facility located in a residential structure, which is owner occupied as a family residence, that provides daytime care of more than three hours per day per child for three to 12 infants, preschool children, and school age children six to 12 years of age for compensation. A family day-care includes those day-care facilities defined by New York State in 18 NYCRR Part 413 as "family day-care home" and "group family daycare home." Such facility must be licensed by New York State and operated in accordance with all applicable regulations.

FLOOR AREA, BUILDING — The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

FRONTAGE — The length of a lot that borders a single street.

FRONTAGE OCCUPANCY — The percentage of the lot width which must be occupied by either a front building facade or structures that screen parking, located within the area of the front lot line and the maximum front yard setback.

FUNERAL HOME — The establishment of a funeral director or undertaker, which includes facilities for the conduct of funeral services, but not cremation.

GARAGE, PRIVATE — Part of a principal residential building, or an accessory building located on the same lot as the principal residential building, designed primarily for the storage of motor vehicles.

HEIGHT, BUILDING — The vertical distance measured from curb or grade level at the front of the building to the highest level of a flat or mansard roof or to the average height of a pitched, gable, hip or gambrel roof, excluding bulkheads, and similar constructions enclosing equipment or stairs, provided that they are less than 12 feet in height and do not occupy more than 30% of the area of the roof upon which they are located.

HOME OCCUPATION — Any use customarily conducted entirely within a dwelling or its accessory structures and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of dwelling for residential purposes and does not change the character thereof.

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HOSPITAL — An institution, licensed by the State of New York, which provides primarily transient or acutely needed human physical and/or mental health services and which includes inpatient facilities.

HOTEL — A building, or portion thereof, containing rooms occupied by transient guests who are lodged for payment, with or without meals, and in which there may be provided such services as are accessory and incidental to the use thereof as a temporary residence, such as dining, conference centers, recreational facilities and gift shops for the guests of the hotel.

HOUSE OF WORSHIP — A building, or portion thereof, together with its accessory buildings and uses, where persons regularly assemble for religious worship, services, and social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain ceremonies and purposes.

INDUSTRIAL USES — A business use or activity at a scale greater than home industry, involving the manufacture, fabrication, processing, reduction, assembly, or destruction of any article, substance, or commodity, or any other treatment thereof in such a manner as to change the form, character, or appearance thereof.

IN-LAW APARTMENT — See "apartment, accessory."

LAUNDROMAT — A facility which provides self-service washing or drying for use by retail customers.

LIVE/WORK — A dwelling which is owner-occupied, and which provides a commercial ground floor space and residential space above, for the family, craft or business and retail space for creating sales.

LOT — (Includes "plot") A parcel of land occupied or capable of being occupied by one building and the accessory buildings or uses customarily incident to it, including such open spaces as are required by this chapter.

LOT, CORNER — A lot at the junction of, and having frontage on, two or more intersecting streets.

LOT, DEPTH — The mean distance between the front and rear lot lines, measured in the general direction of its side lot lines.

LOT LINE — Any line dividing one lot from another or separating a lot from a street right-of-way line.

LOT, THROUGH — A lot having frontage on two streets, but not at the intersection of those two streets.

LOT, WIDTH — The mean distance of a lot measured at right angles to its depth, at the required setback line.

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MEMBERSHIP CLUB — An unincorporated association of persons for common social purpose or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to, or associated with a profit-making venture and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

MIXED USE — A development or a single building in which there may be a blend of uses, including residential, commercial, cultural, institutional, or industrial, where those functions are physically and functionally integrated; most prominently a ground floor with a restaurant, theater, or retail shop and offices and/or residential use above.

MOBILE HOME — A structure mounted on axles and wheels containing living facilities and which was designed to be towed by an automobile or truck from place to place. Such structure will not be considered a mobile home for purposes of this chapter if it is placed on a permanent foundation and modified to meet applicable building code requirements for a residential structure.

MOTEL — See "hotel."

MUSEUM — A building serving as a repository for a collection of natural, scientific or literary curiosities, objects of interest or works of art, and arranged, intended and designed to be used by members of the public for viewing, with or without an admission charge, together with customary accessory uses, including, for example, retail sale of goods to the public; cafe food service, art, dance and music performances, literary readings, and showing of films.

NEIGHBORHOOD RETAIL — A store serving the local retail business needs of the residents of the neighborhood, including but not limited to books, flowers, clothing, groceries, and pharmaceuticals.

NONCONFORMING LOT — Any lot lawfully existing on record on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such lot is situated as a result of the enactment.

NONCONFORMING STRUCTURE — Any building lawfully existing on the effective date of this chapter, or any amendment thereto, that does not meet the bulk and area requirements of this chapter for the zoning district in which such building is situated as a result of the enactment.

NONCONFORMING USE — Any use lawfully existing on the effective date of this chapter, or any amendment thereto, that does not conform to the district use regulations of this chapter for the zoning district in which such use is situated as a result of the enactment.

NURSING HOME — An institution, licensed by the State of New York, which provides nursing care and related medical services on a twenty-four-hour basis to primarily nontransient clients for remuneration.

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OFFICE PARK — A group of two or more principal buildings and their accessory uses, together with any open space remaining, located on one lot, which buildings have a unified site plan and shall be designed to function as one project. The buildings in an office park shall be occupied or used principally for businesses or professional offices that are designed, constructed, and maintained on a coordinated basis.

OPEN SPACE — That portion of the lot that is unencumbered by any structure or any other impervious surface.

PARKING AREA, COMMUNITY — A building, or part thereof, or a surface used for parking vehicles for remuneration.

PARKING SPACE — A space available for the parking of one vehicle.

PARKS, OPEN SPACE AND RECREATION — Those areas owned or used by the City, other public entity or government, or nonprofit organizations that are devoted to parks, playgrounds, recreation areas, nature preserves, or open space.

PERSONAL SERVICES — An establishment that is primarily engaged in frequent or recurring provision of individual services generally related to personal needs, and is not separately defined herein. These uses may also include accessory retail sales of products related to the service provided. Examples of personal services include but are not limited to: barbershops, nail salons, massage facilities, tailors.

PROFESSIONAL OFFICE — The office of a member of a recognized profession maintained for the conduct of that profession in any of the following related categories: architectural, engineering, planning, law, interior design, accounting, insurance, real estate, medical, dental, optical, or any similar type of profession.

PUBLIC UTILITY — Any person, firm, corporation, or governmental agency duly authorized to furnish to the public, under governmental regulation, electricity, gas, water, sewage treatment, steam, cable television, telephone, or telecommunications but shall not mean any person or entity that provides wireless telecommunication services to the public.

RECREATIONAL VEHICLE — A vehicular unit, which is designed as a temporary dwelling for travel, recreational, and vacation use, and which is self-propelled, mounted on, or pulled by another vehicle. Examples include, but are not limited to a travel trailer, camping trailer, truck camper, motor home, fifth-wheel trailer, or van camper.

RESIDENTIAL CARE FACILITY — A supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

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RESTAURANT — Any establishment where the principal use is the preparation and sale of food and beverages to customers seated at a table or counter, served by a waiter or waitress, or at a buffet for consumption of the food on the premises. A restaurant may include the serving of alcoholic beverages and the provision of carry-out food service if they are incidental to the consumption of food and beverages. The term "restaurant" does not include a business whose principal operation is as a bar, cabaret, carry-out food service, or a fast-food establishment.

RESTAURANT, CARRY-OUT — Any establishment where food and/or beverages are prepared and served in a ready-to-consume state and whose design or principal method of operation includes one or both of the following characteristics: customers order from a menu board or serve themselves from a buffet and principally carry out their food and/or beverages for consumption off premises.

RESTAURANT, FAST-FOOD — Restaurants where most customers order and are served food inside the premises at a counter, to be taken to a table for consumption or in packages prepared to leave the premises. See "drive-thru" for where customers are served their food in a motor vehicle through a service window, in packages prepared to leave the premises.

RETAIL — A business that sells goods directly to the general public, for business, personal or household consumption, where such goods are available for immediate purchase and removal from the premises by the purchaser and are not defined elsewhere in this chapter. Retail businesses include but are not limited to hardware stores, liquor stores, newsstands, shoe stores, stationery stores, convenience stores.

RIGHT OF WAY — a legal right that allows for passage over another person's ground. As used in §300-21, a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.

ROOMING HOUSE — Any dwelling, other than a boardinghouse, within which are boarding units rented individually and occupied for sleeping and/or living purposes to nontransient occupants. No common rooms are provided for the use of the residents.

SCHOOL OF GENERAL INSTRUCTION (EDUCATIONAL SERVICES) — Any public school operated under the laws of the State of New York or nonpublic school offering courses in general instruction at least five days per week and seven months per year and generally serves students in grades corresponding to Pre-K through 12th grade.

SELF-STORAGE — A building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for storage of personal property.

SETBACK — The horizontal distance from such lot line to the part of the building which is nearest to such line.

SHOPPING CENTER — An area planned, as a whole with one site plan approval, for occupancy by three or more retail stores, light industrial uses, or professional offices with common accessory parking, that are designed, constructed, and maintained on a coordinated basis.

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SHORT-TERM, IN-HOME LODGING FACILITY— Lodging for paying guests for no more than one room and no more than three guests and for no more than 15 days. (See "bed-and-breakfast.")

SIGN — Includes every sign, billboard, general sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign, marquee and canopy and shall include any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person when the same is placed out-of-doors in view of the general public.

STORAGE YARD — A building or area of land where a person, firm or corporation engaged in the construction business, or a related field, stores building materials, equipment and supplies exclusively in the business as a contractor.

STORY — The portion of a building which is between one floor level and the next higher floor level, or the roof. If a mezzanine floor area exceeds 1/3 of the area of the floor immediately below, it shall be deemed to be a story. A basement shall be deemed to be a story when its ceiling is six or more feet above the finished grade. A cellar shall not be deemed to be a story if unfinished and without human occupancy.

STORY, HALF — A story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two feet above the floor of such story.

STREET — A public or private way which affords the principal means of access to abutting properties.

TATTOO PARLOR — Any building or premises in which a tattooist lawfully conducts his or her practice of marking a body with indelible ink or pigments.

TAXI SERVICE — A service that offers transportation in motor vehicles to persons for compensation. The business may include facilities for servicing, storing, and fueling the vehicles.

TECHNICAL SCHOOL — A school established to provide for the teaching of industrial, clerical, managerial, trade, or artistic schools.

THEATER/AUDITORIUM — A place of public assembly used for spectator presentations including movie or professional theater, indoor concert venue or other performance with temporary or permanent seating, for admission to which an entrance fee is received.

TOWNHOME — See "dwelling, row or attached."

TRAILER — Any vehicle without motive power, designed to be towed by a motor vehicle, except as defined elsewhere herein.

TRANSIENT — Temporary daily or weekly occupancy.

USE, ACCESSORY — A use that is clearly incidental to the principal use of a building or lot.

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WHOLESALE — An establishment primarily engaged in the display, storage, distribution and sale of merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to other wholesalers, or acting as agents or brokers and buying merchandise for or selling to such individuals or companies. Such establishments are not generally open to the general public.

YARD (FROM REAR, SIDE) — The portion of the lot between the lot line and the required setback; or if no minimum setback is required the portion of the lot between the lot line and the facade of the building.

Article IV Land Use And Overlay Districts

§ 300-21. Establishment of districts.

For the purposes listed in § 300-4, the City of Newburgh is hereby divided into the following zoning districts:

A. Traditional zoning districts:

- (1) R-1 - Single-Family District — zone characterized by one, single-family dwelling per lot.
- (2) Residential - Low-Density (R-Low) — zone characterized by detached, single-family dwellings per lot, with allowances for two and three-family dwellings and other housing types, facilities and services that meet the needs of the community and residents, provided they are at a scale and density compatible with the landscape character in the zone.
- (3) Residential - Medium-Density (R-Med) — zone characterized by one to four-family structures and limited commercial uses that are functionally compatible with intensive residential use.
- (4) Residential - High-Density (R-High) — zone characterized by structures that accommodate large numbers of residential dwelling units in limited space in areas within easy pedestrian access to commercial areas and public facilities within the City.
- ~~(5) Planned Office District (PO).~~
- (5) Commercial District (CD) — zone characterized by primarily retail and service-related businesses, and under closely controlled conditions, light industrial uses that are frequented by the general public.
- (6) Conservation Development District (CDD) — as defined in Section 300-33.
- (7) Industrial District (IND) — zone characterized by commercial activity focused on manufacturing, packaging, storage/warehousing, or wholesale production of goods.

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- (8) Right of Way (R-Way) – a parcel of property over which pedestrians or vehicles may legally pass over or through for purposes of public travel.
- (9) Park – areas owned or used by the City, State, or other government entity for the purpose of being used as parkland, playgrounds, recreation areas, nature preserves, or open space.

B. Form-based districts:

- (1) Broadway Corridor (BC) – as defined in Section 300-127.
- (2) Downtown Neighborhood (DN) – as defined in Section 300-127.
- (3) Waterfront Gateway (WG) – as defined in Section 300-127.
- (4) Planned Waterfront District (PWD) – as defined in Section 300-127.

C. Overlay districts:

- (1) In addition to these land use districts, the following overlay districts are hereby created:
 - (a) East End Historic District Overlay (EEH) – see generally, §300-36 through §300-45.
 - (b) Colonial Terraces Architectural Design District Overlay (CTA) see generally, §300-36 through §300-45.
 - (c) Waterfront Protection Overlay (WPO) – as defined in Section 300-46.
 - (d) Neighborhood Commercial Overlay (NC) – as defined in Section 300-47.
- (2) Overlay districts do not change the use and dimensional requirements of the underlying land use districts, unless specifically so stated in this chapter. On any given parcel of land, more than one overlay district may apply.

§ 300-22 Zoning Map.

- A. The location and boundaries of the zoning districts are established as shown on the Zoning Map of the City of Newburgh, attached hereto and made a part of this chapter.
- B. Readoption of Maps. The Official Zoning Map shall be kept in the office of the City Clerk, the Building Inspector/Code Enforcement, and the Planning Department, and shall be reviewed for accuracy and updated at least once annually with any Zoning Map amendments adopted in the previous year by the City Council or its designee.
- C. Zoning Map amendment. Changes may be made in district boundaries or other matter portrayed on the Zoning Maps only by zoning amendments adopted by the City Council. Such

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changes shall be noted by the City Clerk on the Official Zoning Maps promptly after the City Council adopts such an amendment.

- D. Final zoning authority. Each ordinance adopting an amendment shall be the final authority as to the current status of lands, structures and uses in the City.
- E. Authorized Map changes. Any unauthorized Map change made by any person shall be considered a violation of this chapter, punishable under Article XIV of this chapter.

§ 300-23 Interpretation of district boundaries.

Where uncertainty exists with respect to the boundaries of any of the zoning districts, the following rules apply:

- A. Where district boundaries are indicated as approximately following or parallel to the center lines of streets or highways, or the boundaries of streets, highways, or rights-of-way, the district boundary shall be construed as following or being parallel to said center or boundary lines.
- B. Where a land use district boundary divides a lot line in a single ownership existing at the effective date of this chapter, the City Planning Board may grant a special use permit to allow the uses authorized and the district requirement of the less restricted portion of such lot to extend up to a maximum of 50 feet into the more restricted portion of the lot. This provision shall not apply to overlay districts.
- C. Where district boundaries are so indicated that they approximately follow lot lines in effect at the time of the effective date of this chapter, the district boundary shall be construed as following said lot line.
- D. Where the boundary of a district follows shorelines, streams, creeks and waterbodies, said boundary shall be deemed to follow such shorelines and, in the event of change in the shoreline, shall be deemed as moving with the actual shoreline.
- E. Where the boundary of a district follows shorelines, creeks, streams, lakes, or other bodies of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the City, state or federal agency, unless otherwise indicated.
- F. Within the Water Protection Overlay District, where the overlay district is based upon natural features, such boundaries may be more precisely established through field investigation by a qualified professional.

§ 300-24 Higher standards to prevail.

In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements. Whenever the requirements of this chapter are at variance with the

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requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the highest standards, shall govern.

§ 300-25 through § 300-30. (Reserved)

**Article V
Land Use District Regulations**

§ 300-31 Allowable uses; accessory and mixed uses; change of use.

- A. Purpose. The use regulations in this article are intended to allow flexibility of land use to encourage business development that is consistent with the character and scale of the City of Newburgh. In reviewing applications for special use permits and site plan approval, the City Planning Board shall impose any conditions that may be necessary to ensure that a proposed use will be compatible with its surroundings. The City Planning Board shall deny any proposed use which does not satisfy the criteria in this chapter.
- B. Use restrictions and Schedule of Use Regulations. No structure or land shall be used except as provided in the Schedule of Use Regulations. In the event that a particular proposed use does not fit into one of the categories shown on the Schedule of Use Regulations, it shall be considered to be prohibited.

Schedule of Use Regulations Key

- P Designates a use permitted by right. Usually requires a building permit and a certificate of occupancy from the Building Inspector, but does not require review by any municipal board.
- P* Designates a use permitted by right subject to site plan review by the City Planning Board (Article XI)
- S Designates a use permitted by special use permit of the City Planning Board (Article XII)
- A Designates a use that is permitted as a use accessory to a use permitted by right, with site plan approval, or with a special use permit.

Schedule of Use Regulations [See Table]

- C. Prohibited uses. Any use, whether or not listed in the Schedule of Use Regulations, is prohibited if it does not satisfy the standards and criteria in §§ 300-31 and 300-129.
- D. Accessory uses. Uses customarily incidental and subordinate to principal uses shown on the Schedule of Use Regulations shall be allowed on the same terms as the principal uses, whether or not on the same lot, unless otherwise indicated on the Schedule of Use Regulations. Noncommercial recreational use shall be permitted as an accessory use in all districts.

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- E. Mixed use. The City of Newburgh encourages the mixing of uses where such mixing does not create land use conflicts. Accordingly, all special use permit and/or site plan reviews for the same project shall be consolidated into one proceeding before the City Planning Board for site plan approval.
- F. Change of use or structure. ~~A change of use is the initiation of a use that is in a different use category, as listed on the Schedule of Use Regulations, from the existing use of the site or structure. A change of ownership, tenancy, or occupancy, or a change from one use to another within the same category shall not be considered a change of use, unless the change would result in the expansion of any existing use or any change of use of a property or structure, enlargement or addition of a sign or an increase of more than 20% in vehicle trip generation as indicated in current trip generation rates contained in the publications Trip Generation or Trip Generation Handbook published by the Institute of Transportation Engineers (ITE). A change of use is a change in the purpose or level of activity within a building that implicates a change in application of the requirements of the New York State Uniform Fire Prevention and Building Code or the requirements of this Chapter. The following exceptions shall not be considered a change of use: (i) a change of ownership, tenancy, or named occupant(s) of a property or building; (ii) a decrease in the number of units within a building provided the proposed purpose remains the same as the purpose allowed on a valid Certificate of Occupancy; (iii) an increase in the intensity of a one, two, three, or four-family structure by no more than a 20 percent increase in square footage and a 20 percent increase in the number of units proposed.~~
- (1) Uses by right (P). Any change of use of land or existing structures to a use permitted by right without site plan review (P on the Schedule of Use Regulations) shall not require approval from the City Planning Board or the Building Inspector. This shall not affect applicable requirements for obtaining building permits for construction or expansion of a structure from the Building Inspector under Chapters 121, 122, 125, and 126 of the Code of the City of Newburgh.
- (2) Uses by right subject to site plan review (P*). Except for one- and two-family dwellings on a single lot, any change of the use of an existing structure to a use permitted by right subject to site plan review shall require site plan review only if it involves:
- (a) The development or redevelopment of any property or structure, including but not limited to vacant property, for a new use.
- (b) Any use requiring a special use permit, subject to any exceptions contained in Articles XII and XIII of this chapter.
- (c) The expansion of any existing use or any change of use of a property or structure, where the City Planning Board has determined that the alteration will substantially intensify the use or substantially modify the site with respect to the generation of traffic, pedestrian movement, parking needs, noise, glare, exposure to hazard from fire or flood, utilization of water supply, sanitary sewer, drainage or other utility system and may have a substantial impact upon the character or environment of the surrounding area. This includes an increase in density in residential areas.

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(3) Uses by special use permit ("S" on the Schedule of Use Regulations).

- (a) A special use permit shall be required for any change of use from a use that does not require a special use permit, or a use permitted in the zone, to a use that does require a special use permit.
- (b) Once a special use permit has been granted, it shall run with the land and apply to the approved use and to all subsequent owners, tenants and occupants engaged in the same use. The special use permit shall also apply to any subsequent use of the property in the same use category, provided that such use has no greater impact on adjoining properties, complies with all terms and conditions of the special use permit, and does not involve new construction, enlargement, exterior alteration of existing structures, increased parking, or other changed use of outdoor areas. Any change to another use allowed by special use permit shall require the granting of a new special use permit or a special use permit amendment.

G. Rebuilding, replacement, expansion of structures. The rebuilding/replacement on the same footprint of any structure for a use which requires site plan review (P*) or a special use permit (S) shall require site plan review, even if it is a continuation of the same use.

H. Special site design considerations.

- (1) In the Conservation Development District (CDD). The purpose of the CDD is to encourage conservation of environmental resources in exchange for flexibility in building and area requirements and the potential for granting more intensive development if conservation goals stated in § 300-33 are achieved. A minimum of 50% of net land shall be preserved by a permanent conservation easement or deed restriction as open space. Buildings shall have a maximum height of four stories or 50 feet and a maximum length of 200 feet. Additional regulations for the CDD are in § 300-33.
- (2) Buildings shall be placed in front of their parking lots to screen the parking from the road. This requirement shall not apply if the entire site is screened from the road by natural vegetation and/or natural topography. The City Planning Board may modify or waive this requirement where unusual lot configurations, such as corner lots or through lots, make compliance with this requirement impractical or impossible or where the predominant character of surrounding development is such as compliance with this requirement would serve no useful purpose, provided that the applicant minimizes the visual impacts of such parking areas.

§ 300-32 Density and dimensional regulations.

A. Applicability. The density and dimensional regulations in this section apply to the traditional zoning districts, as defined in § 300-21. The density and dimensional regulations for the form-based districts, as defined in § 300-21, are regulated in Article XV of this chapter.

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- B. Purpose. The restrictions and controls in this section regulate development as set forth in the Schedule of Bulk, Area, and Parking Regulations, which are supplemented by the other sections of this chapter. This chapter shall not interfere with or abrogate or annul any easement, covenant or other agreement between parties; provided, however, that when this chapter imposes a greater restriction on the use of buildings or land or on the height of buildings or requires larger open spaces or imposes any higher standards than are imposed or required by any other statute, law, ordinance, rule or regulation, or by any easement, covenant or agreement, the provisions of this chapter shall control. Where the requirements of this chapter differ from the requirements of another statute, law, ordinance, rule or regulation, the more restrictive shall govern.
- C. Exempt uses. The provisions of this article shall not apply in any of the following instances:
- (1) Public parks, playgrounds or similar recreational areas owned or operated by a governmental authority with permission of the Building Inspector.
 - (2) Firehouses, police stations, or other public safety uses owned or operated by the City of Newburgh, Orange County, or by any governmental authority, with permission of the Building Inspector.
 - (3) Other municipal buildings, uses, or utility services operated by the City of Newburgh with permission of the Building Inspector.
- D. Additional dimensional requirements.
- (1) Corner lots. A yard equal to the required front yard shall be provided with respect to any lot line that abuts a street. The other yards shall be deemed to be side yards.
 - (2) Through lots. The Building Inspector shall designate a front and rear yard in keeping with the predominant development pattern of the area and/or to promote consistency with the goals of the Comprehensive and Land Use Plans.
 - (3) With respect to one-, two-, three-, and four-family houses, no more than one principal building and its accessory structures and uses may be located on one lot.
- E. Subdivision of a lot. Where a lot is subdivided from an existing lot already occupied by a building or structure, both the existing lot and the newly subdivided lot shall conform to the requirements of this chapter with respect to existing building(s) and all yards and other required spaces in connection therewith.
- F. Required street frontage. No building permit shall be issued nor shall any site plan be approved for the construction of any new building or structure unless the lot upon which the use is to be established or such structure is to be built has frontage of at least 20 feet on a dedicated public street or on a street or highway which has been suitably improved to City road standards or a bond posted therefor and unless the actual access to such use or such structure will be over such frontage.

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G. Multiple residential buildings on one lot. A lot may contain more than one principal apartment house, provided that the lot conforms to the applicable density requirements of the underlying zoning district. Such lot may not later be subdivided unless the subdivided lots conform to the dimensional regulations in effect when the subdivision is proposed.

H. Projections into required yards.

(1) Every part of a required yard shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, pilasters, leaders, chimneys, cornices, eaves and ornamental features, provided that no such projection may extend more than four feet into any required yard.

(2) Bays, including their cornices and eaves, may extend not more than four feet into any required yard, provided that the sum of such projections on any wall shall not exceed $\frac{1}{3}$ the length of such wall.

(3) An open fire balcony or fire escape may extend not more than four feet into any required yard.

(4) Steps and stairs may extend not more than four feet into the required side or rear setback area.

(5) Awnings or movable canopies may extend not more than four feet into the required side or rear setback area.

I. Height exceptions. The height limitations in the Dimensional Table shall not apply to any flagpole, radio or television receiving antenna, spire or cupola, chimney, elevator or stair bulkhead, parapet or railing, water tank, or any similar nonhabitable structure, provided that such structure is firmly attached to the roof or side of a building and covers no more than 10% of the roof area.

J. Setbacks for accessory structures and uses.

(1) Any accessory structure attached to a principal building and any detached garage, tennis court, or swimming pool shall comply with the minimum setback requirements of this chapter applicable to the principal building. Other detached accessory structures or uses may encroach into required setback areas, provided that they:

(a) Are not used for human habitation;

(b) Have a footprint no larger than 200 square feet;

(c) Do not exceed 16 feet in height;

(d) Do not occupy more than 10% of the rear setback area;

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- (e) Are set back at least 10 feet from side lot lines;
 - (f) Are not located closer to the street than the front yard setback required for a principal building, except for fences, gates, mailboxes, signs, with less than 100 square feet of footprint, as well as ornamental structures, such as entry pillars and statues; and
 - (g) Are not used for housing animals.
- (2) For corner lots, the setback from all streets shall be the same for accessory structures as for principal buildings.
 - (3) For watercourse setbacks see § 300-46.
- K. Setbacks involving irregular buildings and lot lines. Where structures or lot lines are irregular or unusual in configuration, all points on the structure shall satisfy the minimum setback requirements from that point on the lot line which is the shortest distance from the structure.
- L. Fences (including hedges). The setback requirements of this chapter shall not apply to any fences less than four feet high in any front, side, or rear yard, except where corner clearances are required for traffic safety.

Schedule of Bulk Regulations [See Table]

§ 300-33 Conservation Development District.

- A. Purpose and intent. The purpose of the Conservation Development District (CDD) is to encourage conservation of environmental resources in exchange for flexibility in bulk and area requirements and the potential for granting more intensive development if conservation goals stated herein are achieved. The primary goals of the CDD are to:
- (1) Preserve open space.
 - (2) Preserve or enhance environmentally sensitive features.
 - (3) Protect steep slopes by preserving vegetative cover to minimize the impacts of erosion and sedimentation.
 - (4) Provide opportunities for on-site stormwater management and groundwater recharge.
 - (5) Protect and enhance scenic views.
 - (6) Encourage flexibility in the design of residential land uses that may not be permitted under traditional zoning regulations.
 - (7) Promote a range of housing types.

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- (8) Create on-site recreation opportunities.
- (9) Promote integration with neighboring land uses through trails and waterfront access points.
- B. Allowable uses. Any uses permitted by right in the Residential R-1, R-Low, R-Med and R-High Districts.
- C. Definitions. For the purposes of this section, "environmental resource areas" are areas of slopes over 20%, delineated wetlands, streams, lakes, and their adjacent one-hundred-foot buffers, one-hundred- and five-hundred-year floodplains and floodways, areas within the WPO, ridgelines, scenic viewsheds, ecologically sensitive areas and other environmentally sensitive features determined by the City Planning Board.
- D. Standards.
 - (1) Multiple parcels allowed. Contiguous parcels under common ownership may be considered as one site under this section.
 - (2) Applications for site plan approval must be in keeping with, and further the goals stated in, the purpose and intent of this section.
 - (3) Dimensional standards. The density and dimensional standards in § 300-32 and all other density and dimensional regulations in this chapter, other than those contained in this section and the parking and loading requirements in Article IX, shall not apply and are superseded by this subsection. Dimensional and density standards shall be approved by the City Planning Board based on physical characteristics of the site, the character of the proposed development, relevant performance standards in this chapter, and the requirements of the SEQRA process.
 - (a) The number of dwelling units allowed in a CDD shall be equal to the gross area of the CDD site less the environmental resource areas; the remaining number divided by 3,000 square feet.
 - (b) Applicants in the CDD may be eligible for a density bonus of up to 20%, at the discretion of the City Planning Board, based on the plan's furtherance of the purposes of this article.
 - (c) Buildings shall have a maximum length of 200 feet.
 - (d) Buildings shall have a maximum height of four stories or 50 feet. However, the City Planning Board may adjust the maximum allowable height in order to maintain compatibility with surrounding land uses or to protect important views or to protect, preserve, and enhance the environmental features of the site.

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- (e) Maximum impervious coverage shall be 15% of the total gross land area, including preserved open space areas.
- (4) A minimum of 50% of the land area of the parcel shall be preserved by a permanent conservation easement or deed restriction as open space. Open space land preserved under this subsection may include ponds and streams, wetlands and wetland buffers, steep slopes, ridgelines, scenic viewshed areas, and recreational areas, such as trails. It shall not include land that is covered by impervious surface other than trails or paths.
- (5) Each CDD site must include passive recreation on the site, such as walking trails.
- (6) The development area shall be treated as a unit. Regardless of the form of ownership of the property or its division into separate parcels, the open space, and other dimensional requirements in this section shall apply to the entire area zoned CDD and not to any individual parcels or lots which are portions thereof.
- (7) Off-street parking must be provided on the CDD site in accordance with requirements stated in Article IX. Parking areas must be screened from environmental resource areas and adjacent residentially zoned parcels, except where doing so would not further the goals of this section (i.e., parking areas of two adjacent CDD sites may abut each other without screening).
- (8) Adequate internal circulation must be provided, including adequate access for emergency vehicles.
- E. Application procedure. For any application within the Conservation Development District, the applicant shall prepare a conservation analysis of the land (as described in § 300-33D) to be submitted with the site plan application. The site plan application in a CDD shall also contain such other information as the City Planning Board deems necessary to determine whether or not the plan complies with the requirements of this subsection. The site plan application package shall also include a management plan for the future of the proposed development as a unified entity.
- F. The City Planning Board shall refer applications for site plan approval under this section to the Conservation Advisory Council (CAC). The CAC has 30 days from the referral to provide its comments on the application.

Article X

Nonconforming Uses and Structures

§ 300-76 Continuation of nonconforming uses and structures.

- A. Any structure or use which was legal when built or commenced and which was in existence on the effective date of this chapter, or amendment of this chapter, which becomes nonconforming as a result of such enactment or amendment of this chapter, may be continued as a legal nonconforming use.

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- B. Nothing herein contained shall require any change in plans, construction or designated use of a building for which a building permit has been heretofore issued and the construction of which shall have been diligently prosecuted within three months of the date of such permit and the ground story framework of which, including the second tier of beams, shall have been completed within six months of the date of the permit and which entire building shall be completed according to such plans as filed within one year from the effective date of this chapter.

§ 300-77 Discontinuance and reestablishment.

- A. Discontinuance. Whenever a nonconforming use has been discontinued for a period of 18 months, such use shall not thereafter be reestablished except as provided in § 300-78A, and any future use shall be in conformity with the provisions of this chapter.
- B. Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.
- C. Reestablishment. The City Planning Board may issue a special use permit for the reestablishment of the use after the eighteen-month period has expired if the applicant has been prevented from continuing the use during the one-year period due to strikes, acts of God, disability, or other similar hardship beyond the applicant's control.

§ 300-78 Change of nonconforming uses.

- A. A nonconforming use of a structure or parcel of land may, upon special use permit by the City Planning Board, be changed to another nonconforming use which is of the same or lesser impact, except that no use prohibited by Article V shall be permitted under any circumstances. No structure in which a nonconforming use has been changed to a use of lesser impact shall again be devoted to a nonconforming use with greater impact. In determining whether a use is of greater or lesser impact, the City Planning Board shall consider the impact criteria listed in § 300-104. No nonconforming use shall be extended or expanded to displace a conforming use.
- B. Any nonconforming use of any open space on a lot outside a structure or of a lot not occupied by a structure shall not be extended.
- C. Any conforming principal use of a nonconforming structure may be extended throughout the existing structure.
- D. A nonconforming structure shall not be moved to any other location on the lot or any other lot unless every portion of such structure, the use, and the lot shall be deemed conforming.

§ 300-79 Restoration, expansion and repair.

A nonconforming use or structure shall not be extended, enlarged, or structurally altered except as provided below.

- A. Any nonconforming use or structure determined to be unsafe may be restored to a safe condition, provided that such work on any nonconforming structure shall not place it in greater nonconformity.
- B. A building used for residential purposes that is a nonconforming structure or use may be rebuilt in the event of its total or partial destruction by fire or other causes in accordance with the provisions provided below. Such rebuilding shall require site plan approval by the City Planning Board.
 - (1) The area occupied by the foundation of the building must occupy the same or lesser amount of the area occupied by the damaged building.
 - (2) The rebuilt structure may not exceed the original height of the total or partially destroyed structure.
 - (3) The total square footage of the repaired or rebuilt building must be the same as or less than the damaged or destroyed building.
- C. "Building used for residential purpose" as used herein, shall mean a building which at the time of the damage by fire or other causes was used solely for residential purposes or, if the building was vacant, that it is designed solely for residential purposes.

§ 300-80 District changes.

Whenever the boundaries of a district shall be changed so as to transfer an area from one district to another district of a different classification, the foregoing provisions shall also apply to any nonconforming uses existing therein.

§ 300-81 Special permit uses.

Any preexisting legal use which is allowable by special use permit under this chapter, but which has not been issued a special use permit, shall be considered a permitted use. The expansion of such a use shall require site plan approval unless such expansion has been permitted by a prior site plan approval.

§ 300-82 Construction started prior to effective date.

Any structure, for which construction was begun prior to the effective date of this chapter, or of any amendment thereto, may be completed and used in accordance with the approved plans and specification for such structure. Any structure for which construction has not begun pursuant to approved plans shall be subject to the provisions of this chapter and any amendments thereto, even

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if all preconstruction approvals have been granted. For purposes of this section, "beginning construction" shall mean excavation and the pouring of footings or the installation of any other means of permanently attaching a structure to the ground.

§ 300-83 Existing nonconforming lots.

- A. Any lot of record created prior to the effective date of this chapter which does not comply with the area, density, or dimensional requirements of this chapter shall be deemed to comply with such requirements, ~~and no~~ No variance shall be required for its development or for any addition to or other alteration of a structure, provided that the ~~following conditions are satisfied~~ lot area is no less than 1,500 square feet.
- (1) ~~The following minimum area and dimensions are maintained, unless smaller dimensions are permitted in the district:~~
- (a) ~~Lot area: 2,000 square feet.~~
- (b) ~~Side setback: 15% of lot width but not less than five feet per side.~~
- (c) ~~Rear setback: 15% of lot depth but not less than 10 feet.~~
- (2) ~~All Health Department regulations are satisfied.~~
- B. A nonconforming lot may be subdivided only if the subdivision plat shows that every subdivided portion of such lot will be merged with adjoining properties to ~~increase the area of~~ eliminate the nonconforming lot.
- C. Notwithstanding the foregoing provisions, any undeveloped lot in a subdivision which was not properly approved by the City Planning Board or City Council or not filed in the office of the County Clerk and whose area or dimensions do not comply with the requirements of this chapter shall be considered a violation of this chapter and shall not be protected under Subsection A of this section.

§ 300-84 through § 300-85. (Reserved)

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Schedule of Use Regulations (§ 300-31)

Use	R-1 Residential			Commercial District Overlay/Neighborhood Commercial Overlay			Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
	Low-Density Residential	Medium-Density Residential	High-Density Residential								
Residential											
Apartment house		P*	P		P*	P*	P*	P	P*	P*	P*
Four-family dwelling		P	P*		P*	P*	P*	P	P*	P*	P*
Two- or three-family dwelling	P*	P	P								
Row or attached dwelling (townhome)	P	P				P*	P*	P	P	P*	P*
Two-family detached dwelling	P*	P	P			P*	P*	P	P	P*	
One-family detached dwelling	P	P	P			P*	P*		P	P*	P*
Residential care facility		S	S			P*	P*	P	P	P*	P*
Cooperative house	P	P	P					P	P	P*	P*

Use	R-1	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Commercial District Overlay/Neighborhood Commercial Overlay					Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Accessory apartment	A,S	A	A	A												
Bed-and-breakfast	A,S	A,S	A,S	A,S								A,S	A,S	A,S	A,S	A,S
Short-term in-home lodging	A,S	A	A	A								A	A	A	A	
Boardinghouse		S	S													
Customary home occupation		A,S	A,S	A,S								A,S	A,S	A,S	A,S	A,S
Rooming house					S								S	S	S	S
Mixed use with residential			P*	P*									P*	P*	P*	P*
Live/work			P*	P*									P*	P*	P*	P*

Use	Commercial District Overlay													
	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)			
	R-1													
Institutional														
Buildings, uses or facilities of any governmental unit		P*	P*		P*	P*	P*	P*	P*	P*	P*			
Cemetery	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*			
College/university	P*	P*	P*					P*	P*	P*				
Community center	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			
Parking lot	S	S	S	P	P	P	P*	P*	S	S	S			
Community parking lot	S	P*	P*	P	P	P	P*	P*	S	S	S			
Dormitories	A	A	A	A	A	A	A	A	A	A	A			
Hospital			A	A			A	A,S	A					
House of worship	P*	P*	P*	P*				P*	P*	P*	P*			
Membership club				S	S	S	S	P*	P*	P*	P*			
Museum				S	S	S	S	P*	P*	P*	P*			

Use	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Commercial District Overlay/Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Parks, open space, recreational facilities	P	P	P		P	P	P*	P	P	P*	P*
Public libraries			P			P*		P*	P*		
School of general instruction		P*	P*		P*			P*	P*	P*	

Use	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Commercial District Overlay/Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Commercial										
Activity facility				p*	p*		P	P	p*	P*
Adult day-care facility			p*		P*		P	P	P*	P*
Adult uses				S	S					
Amusement center				p*	P*		S	S		
Animal care facility				S	S		S	S		
Assembly hall			p*	p*	P*		P*		P*	P*
Bank				p*	A		P		P*	
Bar				p*	P*		P	P*	P*	P*
Billiard parlor				p*	P*		P	P*	P*	
Bowling alley				p*	P*		P*	P*	P*	P*

Use	R-1 Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Industrial	Commercial District Overlay/ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Brewing of malt beverages or distilled spirits primarily for on-site consumption				P*	P*	P*		P*	P*	P*	
Professional office		P	P	P	P	P		P	P	P*	P*
Cabaret				S	S			P	P	P*	P*
Car rental				S	P*			S	S	S	
Child day-care	P*,S	S	S	S		P*		P	P	P*	P*
Cottage industry	S	P	P	S	P*	S		P	P	P*	P*
Drive-thru (bank, restaurant, pharmacy, etc.)				P*		P*		P*	P*	P*	
Funeral home			P*	P*		P*		P*	P*	P*	
Hotel			P*	P*				P*	P*	P*	P*
Laundromat		P*	P*			P*		P	P		
Marina										P*	P*

Use	R-1 Low- Density Residential	Medium- Density Residential	High- Density Residential	Commercial	Industrial	Commercial District Overlay/ Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Movie or professional theater, indoor concert venue			S	S				S	S	S	S
Nursing home		S	S	S		S	S	P*	P*	P*	P*
Office park				P*	P*	P*					
Personal services				P	A	P		P	P	P*	P*
Restaurant				P*	A	P*		P	P	P*	P*
Restaurant, carry-out				P*	A	P*		P	P*	P*	
Restaurant, fast-food				P*	A	P*		P	P*	P*	
Retail				P	A	S		P	P	P*	P*
Retail, neighborhood		S	S	P	A	P		P	P	P*	P*
Self storage				P*	P*						
Shopping center				P*							
Tattoo parlor				P				P	P	P*	P*

Use	R-1 Residential	Low-Density Residential	Medium-Density Residential	High-Density Residential	Commercial	Commercial District Overlay/Neighborhood Commercial Overlay	Conservation Development District	Broadway Corridor (BC)	Downtown Neighborhood (DN)	Waterfront Gateway (WG)	Planned Waterfront District (PWD)
Taxi service				S	S	S		P*			
Technical school					S	P*		S	S	S	

Schedule of Bulk, Area, and Parking Regulations: Commercial and Industrial Zones (§ 300-32)

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Activity facility	P*	P*	P*	P	—	—	—	4	45	60%	1 per 4 people allowed during maximum occupancy
Adult day- care facility			P*	P	—	—	—	4	45	60%	1 per 300 square feet
Adult uses	S	S		—	—	—	—	4	45	60%	1 per 2 people allowed during maximum occupancy
Agriculture	P*	P*	S	As determined by City Planning Board and in accordance with facility master plan							
Amusement center	P*	P*	P*	S	—	—	—			60%	1 per 200 square feet
Animal care facility	S	S		S	—	—	—	4	45	60%	1 per 200 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Assembly hall/banquet hall	p*	p*		p*	—	—	—	4	45	60%	1 per 3 people allowed during maximum occupancy
Automobile gasoline station	S	S	S		10	5	10	1	15	60%	1 per 3 gas pumps; plus parking for accessory uses
Automobile service/repair I	S	S	S		10	5	10	2	25	60%	2 per repair bay
Automobile wash	S	S	S		10	5	10	1	15	60%	*
Bank	p*	A	p*	P	—	—	—	4	45	60%	1 per 300 square feet
Bar	p*	p*	p*	P	—	—	—	4	45	60%	1 per 150 square feet
Billiard parlor	p*	p*		P	—	—	—	4	45	60%	1.5 per table

Use	Commercial Use Type	Industrial Use Type	Commercial District-Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Boat repair					10	5	10	2	25	60%	As determined by City Planning Board
Bowling alley	P*	P*	P*	P*	—	—	—	4	45	60%	3 per lane; plus parking for accessory uses if such uses occupy more than 300 square feet
Brewing of malt beverages or distilled spirits primarily for on-site consumption	P*	P*	P*	P*	10	10	10	4	45	70%	1 per 1,000 square feet
Business or professional office; office	P	P	P	P	—	—	—	4	45	60%	1 per 300 square feet
Cabaret	S	S		P	—	—	—	4	45	60%	1 per 100

Use	Commercial Use Type	Industrial Use Type	Commercial District-Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Car rental	S	P*		S	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for rental vehicles
Cemetery (3)	P*	P*	P*	P*	20	20	20	2	25	As determined by City Planning Board	square feet
College/university				P*	As determined by City Planning Board and in accordance with facility master plan						
Cottage industry	S		P*		—	—	—	4	45	60%	1 per 500 square feet
Child day- care center	S		P*	P	—	—	—	4	45	60%	1.5 per classroom
Distribution facility/ware house	P*	P*			10	10	10	3	35	70%	1 per 1,000 square feet
Drive-thru	P*		P*	P*	—	—	—	4	45	60%	As determined by City Planning

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
											Board
Dry cleaner/com mercial laundry	P*	P*	P*	P*	10	10	10	3	35	70%	1 per 500 square feet
Funeral home	P*		P*	P*	—	—	—	4	45	60%	1 per 100 square feet or, 1 per 5 seats in chapel, whichever is greater
1221	A			A/S	As determined by City Planning Board and in accordance with facility master plan.						
Hotel/motel	P*			P*	—	—	—	4	45	60%	1.0 per room; plus parking for accessory uses
House of worship	P*			P*	0	20	20	4	45	70%	1 per 5 seats
Industrial uses		P*			10	10	10	3	35	70%	1 per 1,000 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District-Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Membership club	S	S	S	P*	—	—	—	4	45	60%	As determined by City Planning Board
Movie or professional theater	S			S	—	—	—	4	45	60%	1 per 4 seats
Museum	S	S	S	P*	—	—	—	4	45	60%	1 per 300 square feet
12 Nursing home	S		S	P*	0	10	20	6	60	55%	1 per 4 beds, or as determined by City Planning Board
Park	P	P	P	P	—	—	—				As determined by City Planning Board
Parking area, community	P	P	P	P*	5	5	5	4	45		
Personal services	P	A	P	P	—	—	—	4	45	60%	1 per 300 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District-Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Residential care facility											0.33 per sleeping room (or as determined by City Planning Board)
Restaurant	P*	A	P*	P	0	5	20	4	45	55%	1 per 100 square feet
Restaurant, carry-out	P*	A	P*	P	—	—	—	2	25	60%	1 per 100 square feet
Restaurant, fast-food	P*	A	P*	P	—	—	—	—	25	60%	1 per 100 square feet
Retail store	P	A	S	P	—	—	—	2	45	60%	1 per 300 square feet
Retail, neighborhood	P	A	P	P							
Rooming house	S			S	—	—	—	4	45	60%	0.5 per boarding unit
Self storage	P*	P*			10	10	10	4	45	70%	1 per 1,000 square feet

Use	Commercial Use Type	Industrial Use Type	Commercial District Overlay/ Neighborhood Commercial Overlay	Broadway Corridor Use Type	Minimum Front Yard (feet)	Minimum Side Yard Each (1) (feet)	Minimum Rear Yard (1) (feet)	Maximum Height (stories)	Maximum Height (feet)	Maximum Lot Coverage (percent)	Off-Street Parking Required (2) (number of spaces)
Shopping center	P*				—	—	—	4	45	60%	1 per 300 square feet
Tattoo parlor	P			P	—	—	—	4	45	60%	1 per 300 square feet
Taxi service											
	S	S	S	P	10	5	10	2	25	60%	1 per 300 square feet, plus adequate parking for all fleet vehicles
Technical school	S	P*	S	S	—	—	—	4	45	60%	As determined by City Planning Board
Wholesale	P	P*	P	P*	10	10	10	4	45	70%	1 per 1,000 square feet

Off-Street
Parking
Required (2)
(number of
spaces)

Maximum
Lot
Coverage
(percent)

Maximum
Height (feet)

Maximum
Height
(stories)

Minimum
Rear Yard
(1) (feet)

Minimum
Side Yard
Each (1)
(feet)

Minimum
Front Yard
(feet)

Broadway
Corridor
Use Type

Commercial
District-Overlay/
Neighborhood
Commercial
Overlay

Industrial
Use Type

Commercial
Use Type

Use

NOTES:

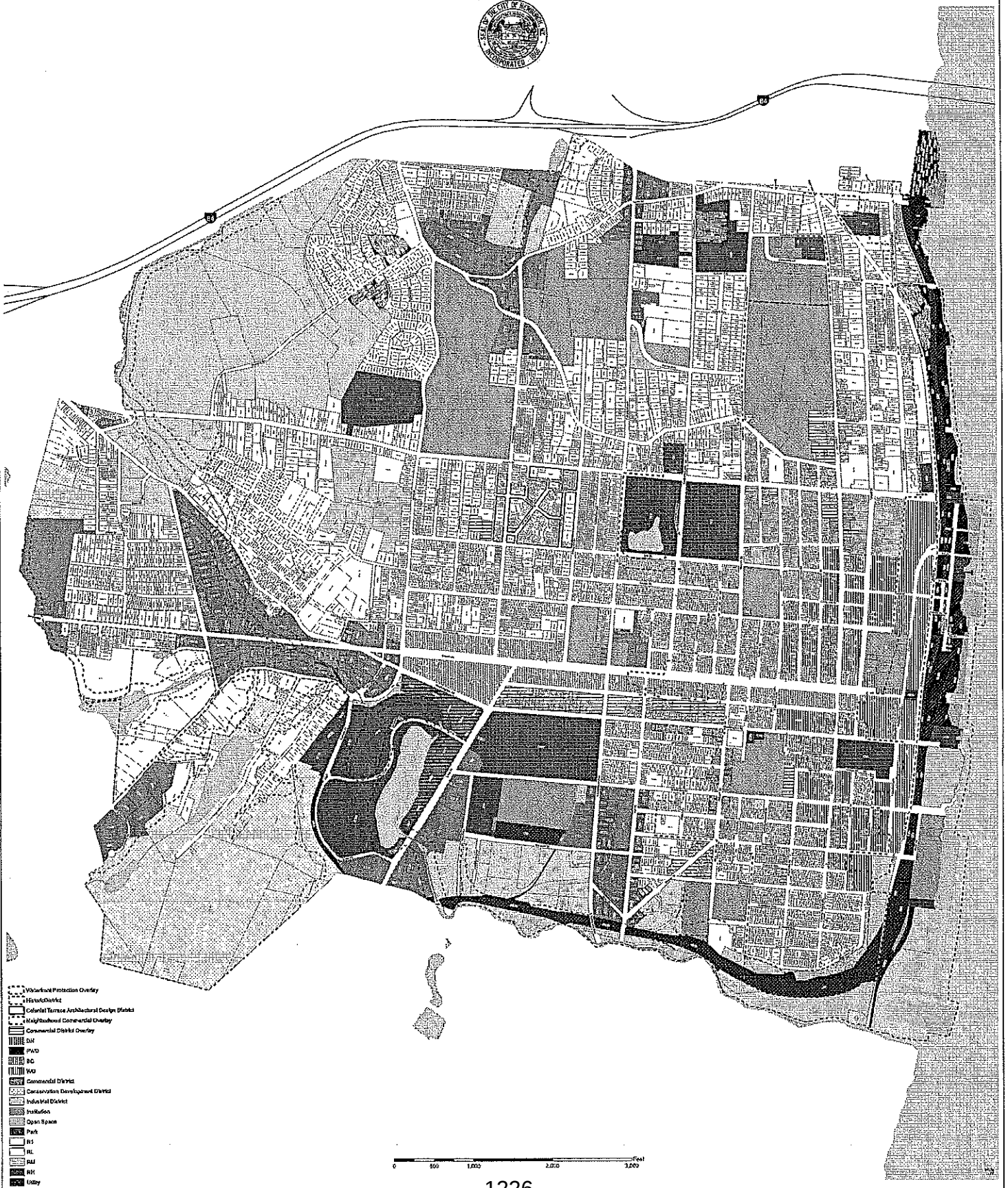
(1) Must also comply with § 300-53.

(2) Parking subject to Article IX

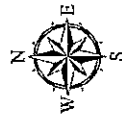
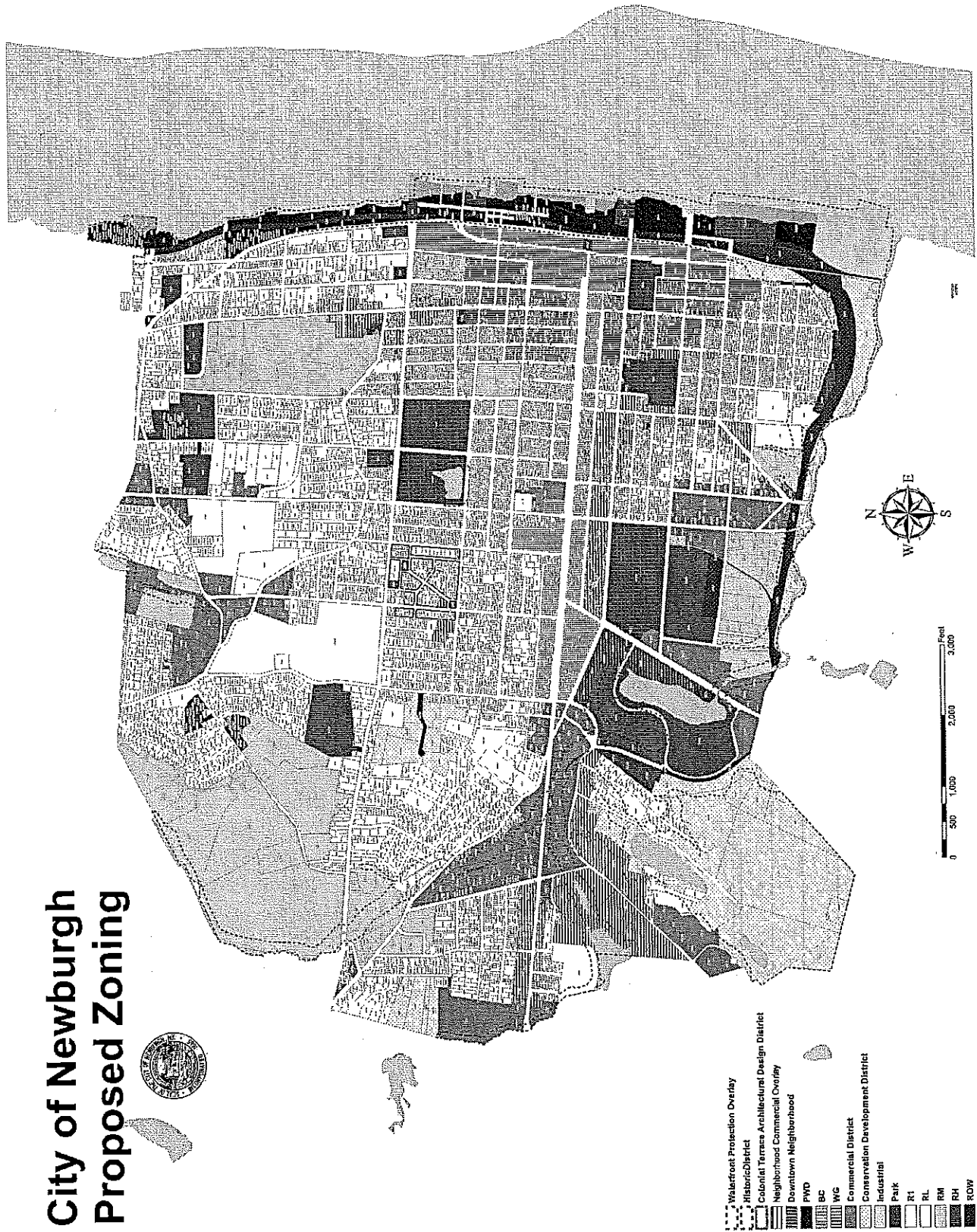
(3) Cemetery must have a minimum lot size of 40,000 square feet.

Accessory structures and uses are permitted pursuant to § 300-31, Accessory uses and structures, as well as the other applicable sections of this chapter.

City of Newburgh Zoning



City of Newburgh Proposed Zoning



RESOLUTION NO.: 213 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 28, 2020
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2021

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2021 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on September 29, 2020 and closing on October 28, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2021 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the FY 2021 Annual Action Plan; 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 28th day of September, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the September 28, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed CDBG FY2021 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: <https://www.cityofnewburgh-ny.gov/live-video-streaming>.

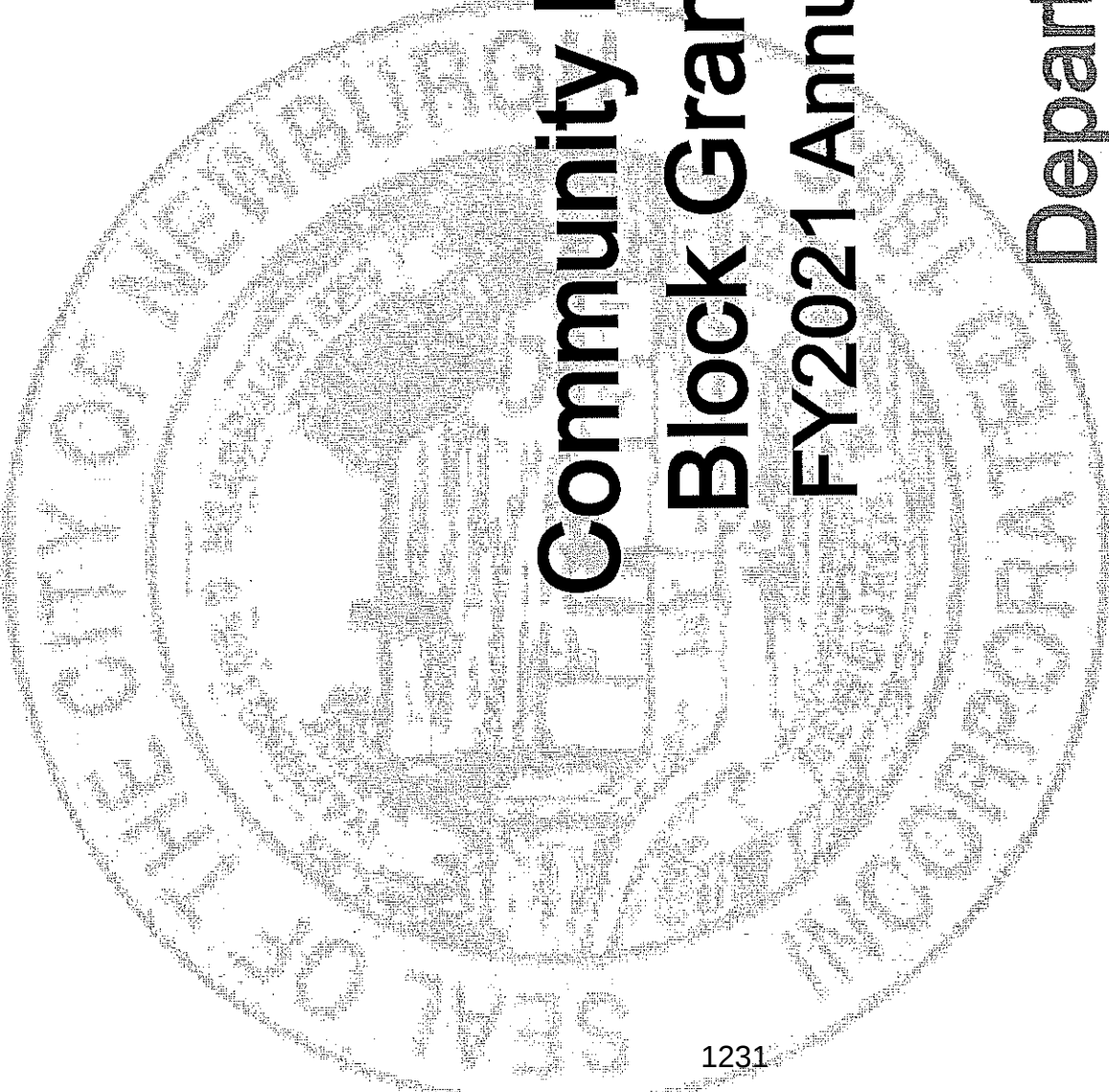
To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please note that there is an underscore between the "N" and "D").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, September 25, 2020 through the Zoom App:
https://zoom.us/webinar/register/WN_D3Hhg3ywTu600QeojfUpnA. Please note that there is an underscore between the "N" and "D"). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Friday, September 25, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

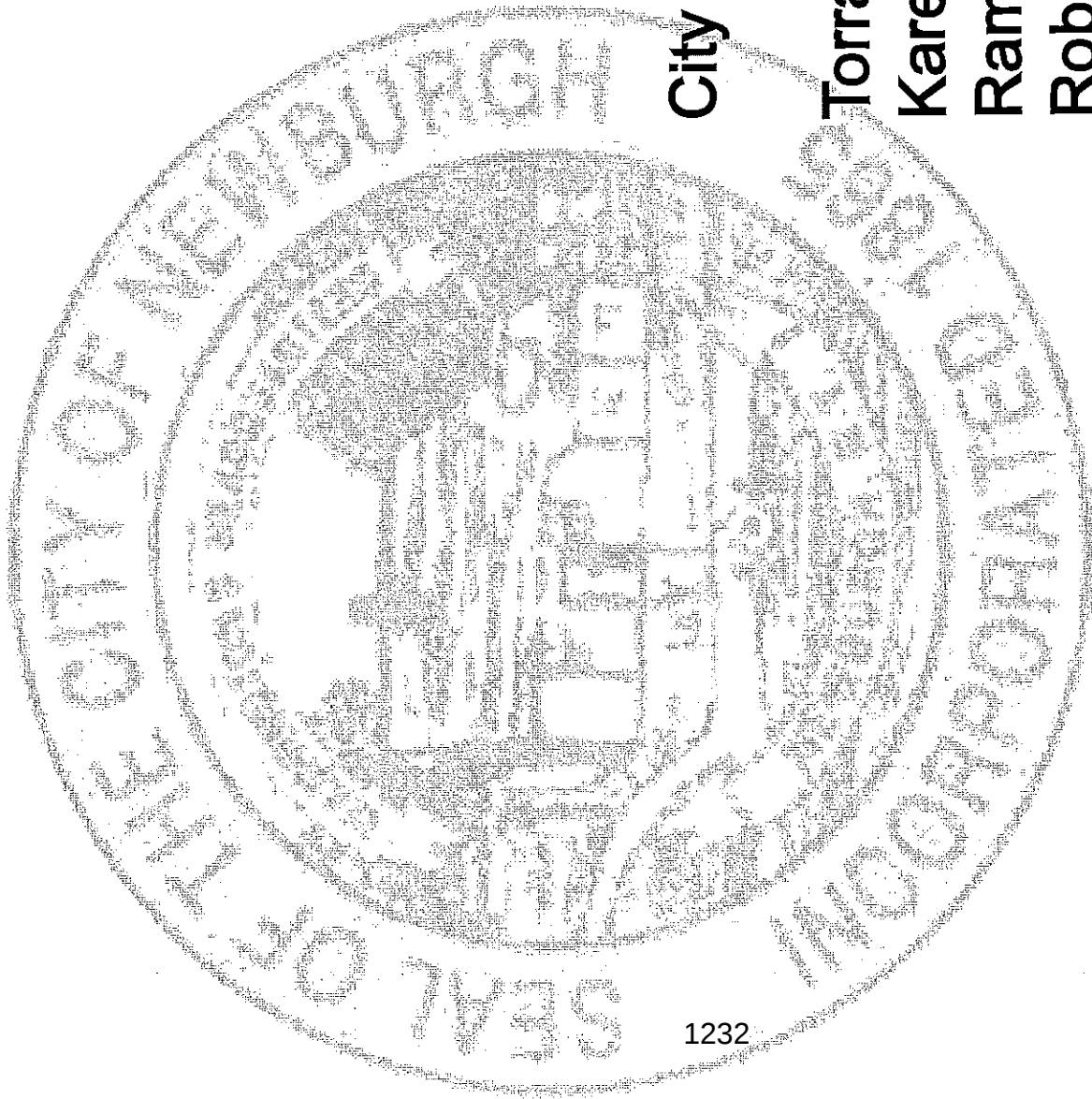
The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, under the act of March 3, 1879, entitled "An Act to provide for the better management of the public lands, and for other purposes."

Position	Name
Secretary of the Interior	John W. Foster
Assistant Secretary	William H. Hunt
Chief of Bureau of Land Management	John W. Foster
Chief of Bureau of Indian Affairs	John W. Foster
Chief of Bureau of Geographical Names	John W. Foster
Chief of Bureau of Fish and Game	John W. Foster
Chief of Bureau of Reclamation	John W. Foster
Chief of Bureau of Survey and Mapping	John W. Foster
Chief of Bureau of Waterways	John W. Foster
Chief of Bureau of Forests and Ranges	John W. Foster
Chief of Bureau of National Parks	John W. Foster
Chief of Bureau of National Monuments	John W. Foster
Chief of Bureau of National Historic Sites	John W. Foster
Chief of Bureau of National Historic Landmarks	John W. Foster
Chief of Bureau of National Historic Trails	John W. Foster
Chief of Bureau of National Historic Sites and Monuments	John W. Foster
Chief of Bureau of National Historic Landmarks and Trails	John W. Foster
Chief of Bureau of National Historic Sites, Monuments, Landmarks, and Trails	John W. Foster

The seal of the City of Newburgh is a circular emblem. It features a central shield with a sun rising over a river, with a bridge in the background. The shield is surrounded by a wreath. The outer ring of the seal contains the text "CITY OF NEWBURGH" at the top and "INCORPORATED 1784" at the bottom.

Community Development Block Grant ("CDBG") FY2021 Annual Action Plan

**Department of Planning &
Development
July, 2020**



City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects MUST be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.

Proposed FY2021 CDBG Projects/Funding

[illegible]

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

[illegible]

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

[illegible]

Project: Housing

Proposed Activities:

- In Rem Property Program
- First Time Home Buyers Closing Cost Assistance
- Anti-Displacement/Housing Stability Initiative Assistance

Proposed Housing Activity: In Rem Property Program

Budget: \$245,000.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

Proposed Housing Activity: First Time Home Buyers
Closing Cost Assistance
Budget: \$30,000.00
Description:

- Funding to cover Closing Costs for first-time homebuyers who have completed a HUD approved Housing Counseling Program in the City of Newburgh. Also includes program administration cost.

Important: Public Service Activity subject to 15% Annual Allocation Cap.



Proposed Housing Activity: Anti-Displacement/ Housing Stability Initiative

Budget: \$80,000.00

Description:

- Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.

Important: Public Service Activity subject to 15% of Annual Allocation Cap.

Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk

Upgrades

Budget: \$275,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

- Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.

Proposed Quality of Life Activity: (Need proposed activity information)

Budget: \$10,000.00

Description:

- 2021 Summer Film Festival
- National Night Out

Important: If Public Service Activity, subject to 15% Annual Allocation Cap.

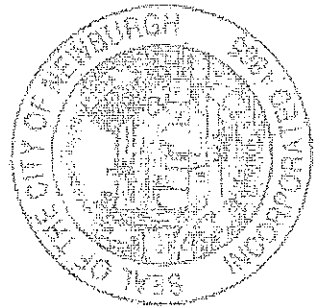
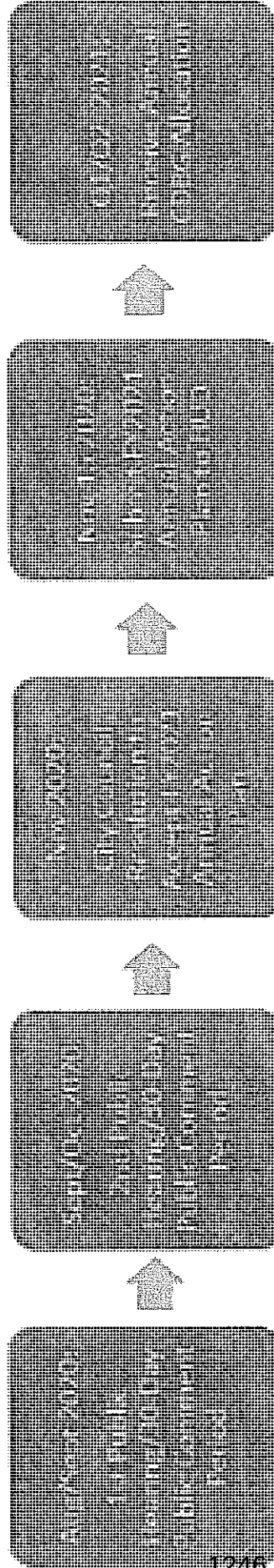
Proposed Activity: Administration

Budget: \$130,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

FY2021 CDBG AAP Timeline



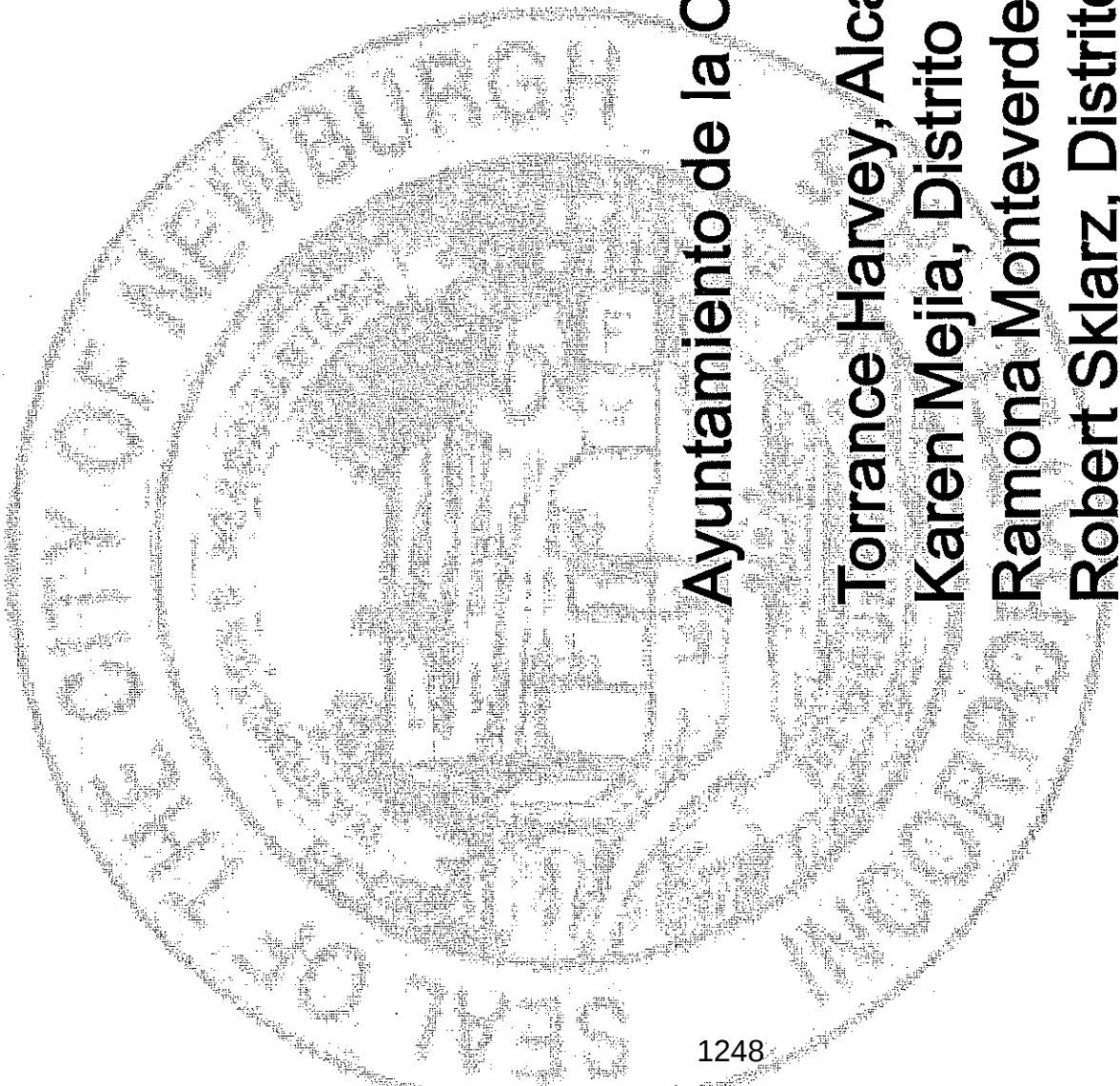
FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal-2021 Plan Anual de Acción

**Departamento de Planeamiento
y Desarrollo
Julio de 2020**

The seal of the City of Newburgh, New York, is a circular emblem. It features a central shield with a sun rising over a river, with a bridge in the background. The shield is surrounded by a wreath. The outer ring of the seal contains the text "SEAL OF THE CITY OF NEWBURGH" at the top and "NEW YORK" at the bottom.

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Karen Mejia, Distrito Municipal 1

Ramona Monteverde, Distrito Municipal 2

Robert Sklarz, Distrito Municipal 3

Patty Sofokles, Distrito Municipal 4

Anthony Grice, Representante Independiente

Omari Shakur, Representante Independiente

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

1249

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.



“CDBG” – Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: Año Fiscal-2020 - Año Fiscal-2024
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
 - La prevención o eliminación de barriadas precarias o barrios arruinados; o
 - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.

Proyectos/Financiación

[illegible]

Financiación de Contingencia

Si el monto de la actual adjudicación anual excede el estimado propuesto, el presupuesto del proyecto se incrementará en:

Project Name	Project Number	Project Description	Project Status	Project Manager	Project Sponsor	Project Budget	Project Timeline	Project Risks	Project Deliverables
Project A	101	Development of new software	In Progress	John Doe	Jane Smith	\$50,000	12 months	Low	Software release
Project B	102	Marketing campaign launch	Completed	John Doe	Jane Smith	\$20,000	6 months	Low	Marketing materials
Project C	103	Hardware upgrade	On Hold	John Doe	Jane Smith	\$30,000	9 months	Medium	Hardware components
Project D	104	Training program development	Planned	John Doe	Jane Smith	\$10,000	3 months	Low	Training materials
Project E	105	Website redesign	In Progress	John Doe	Jane Smith	\$15,000	8 months	Low	Website launch

Financiación de Contingencia

Si el monto de la actual adjudicación anual es menor que el estimado propuesto, el presupuesto del proyecto disminuirá en:

[illegible]

Proyecto: Vivienda

Actividades Propuestas:

- En-Efecto Programa de Propiedades
- Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-primera-vez
- Asistencia a la Iniciativa de
- Anti-Desplazamiento/Estabilidad Habitacional

Actividad Propuesta para Vivienda: En-Efecto Programa de Propiedades

Presupuesto: \$245,000.00

Descripción:

- La Actividad financia a 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa En-Efecto.
- Provee mantenimiento y seguridad para propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, mantiene/aumenta el valor de las propiedades.

Actividad Propuesta para Vivienda: Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-Primera-Vez

Presupuesto: \$30,000.00

Descripción:

- Financiación para cubrir los Costes de Cierre para los compradores-de-vivienda-por-primera-vez que hayan completado el Programa de Asesoramiento a la Vivienda aprobado por HUD, en la Ciudad de Newburgh. Además incluye el coste de administración del programa.



**Importante: Servicio de Actividades Públicas
Sujeto a Límite de 15% de Adjudicación Anual.**

Actividad Propuesta para Vivienda: Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda
Presupuesto: \$80,000.00

Descripción:

- Financiación para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de programa de Vivienda Asociada de la Ciudad de Newburgh.

Importante: Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual.

Actividad Propuesta para Mejoramiento
de Infraestructura: Mejoramiento de
Rampas en Bordillos y Aceras
Presupuesto: \$275,000.00

Descripción:

- Fondos para continuar la financiación
del proyecto de Mejoramiento de
Rampas en Bordillos y Aceras.

Actividad Propuesta para Desarrollo
Económico: Asistencia a Negocios
Presupuesto: \$75,000.00

Descripción:

- Financiación de asistencia a negocios, como ser, subvención para Fachadas de Negocios y Carteles, Asistencia de negocios a Microemprendimientos, Entrenamiento de Trabajadores.

Actividad Propuesta para Calidad de Vida:
(Se necesita información de la actividad propuesta)

Presupuesto: \$10,000.00

Descripción:

- 2021 Festival de Cine de Verano
- Noche Nacional de Salida Nocturna

Importante: Si es una Actividad de Servicio Público, Sujeto a Límite de 15% de Adjudicación Anual.



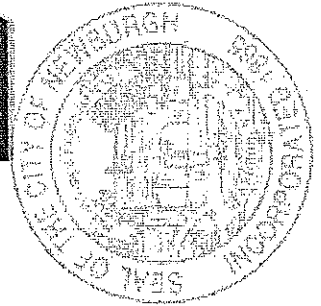
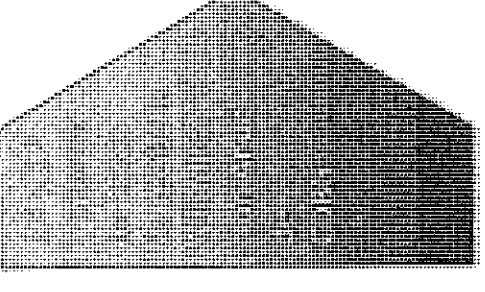
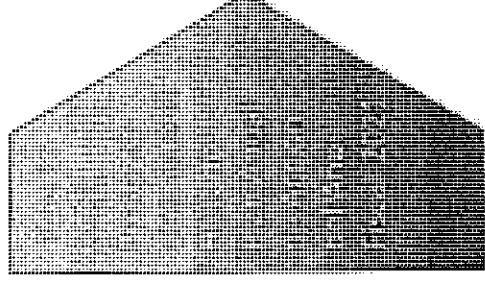
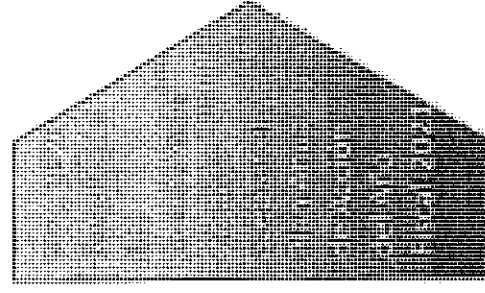
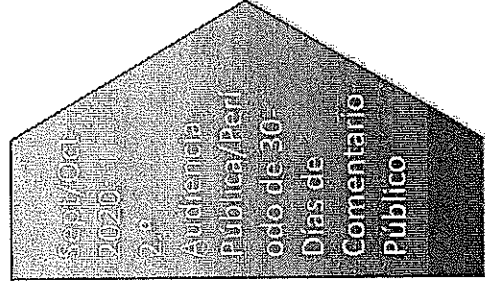
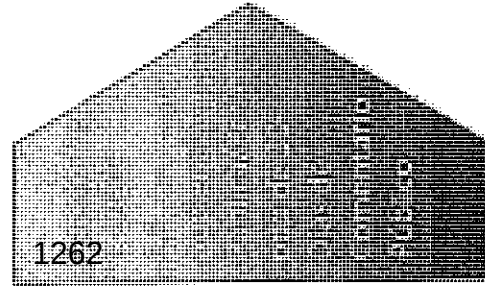
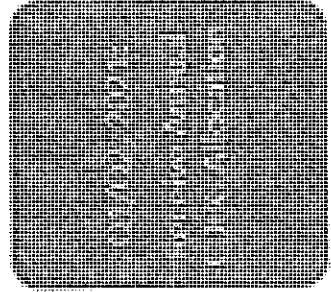
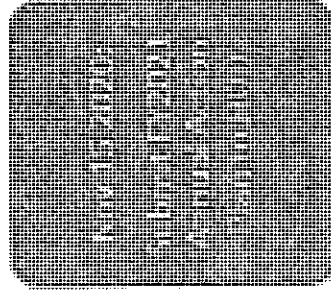
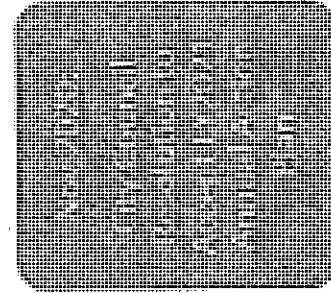
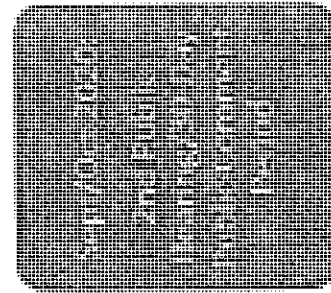
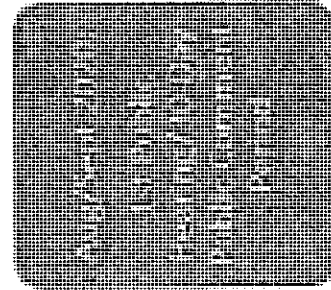
Actividad Propuesta: Administración

Presupuesto: \$130,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción, costes de operación del programa (incluye correo), programa de entrenamientos/conferencias.

Año Fiscal-2021 CDBG - Línea del Tiempo del Plan Anual de Acción



**Año Fiscal-2021 - SUBVENCIÓN EN BLOQUE PARA EL
DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS**



RESOLUTION NO.: 214 - 2020

OF

SEPTEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
TITLE IV VOLUNTEER FIRE ASSISTANCE GRANT IN AN AMOUNT OF \$1,500.00
TO ASSIST IN THE PURCHASE OF WILDLAND FIREFIGHTING EQUIPMENT**

WHEREAS, the City of Newburgh received a New York State Department of Environmental Conservation Title IV 2020 Volunteer Fire Assistance Grant Award in the amount of \$1,500.00; and

WHEREAS, the City of Newburgh Fire Department will use the funding to replace old and broken wildland firefighting equipment such as jackets which reduce heat stress during brush firefighting and uninhabited wildland operations; and

WHEREAS, such funding requires a City match in the amount of \$1,500.00; and

WHEREAS, this Council has determined that accepting the grant award is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a New York State Department of Environmental Conservation Title IV 2020 Volunteer Fire Assistance Grant in the amount of \$1,500.00 with a \$1,500.00 City-match to assist with the purchase of wildland firefighting equipment for the City of Newburgh Fire Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 215 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION APPOINTING RICHARD E. ROSENCRANS, JR.
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION
TO FILL THE REMAINDER OF AN UNEXPIRED TERM

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint Richard E. Rosencrans, Jr. as a new member of the Human Rights Commission to fill a vacancy for a term which expires on November 13, 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Richard E. Rosencrans, Jr. be and is hereby appointed to the Human Right Commission to fill a vacancy for a term which expires on November 13, 2020.

RESOLUTION NO. 216 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT
AND APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH LOCAL 589
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

WHEREAS, the City of Newburgh and Local 589 International Association of Fire Fighters ("Local 589") are parties to a collective bargaining agreement which term expired on December 31, 2017; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and Local 589 have engaged in collective negotiations for a successor agreement pursuant to the requirement of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the attached Collective Bargaining Agreement between the City of Newburgh and the Local 589, which sets forth the terms and conditions of employment for the term January 1, 2018 through December 31, 2021, and has consulted with the representatives of the City, who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Memorandum of Agreement into a complete collective bargaining agreement with Local 589 for the term January 1, 2018 through December 31, 2021.

RESOLUTION NO.: 217-2020

OF

SEPTEMBER 14, 2020

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 6071-2019 INVOLVING SECTION 4, BLOCK 12, LOT 4 (ILARI GROUP)

WHEREAS, Ilari Group has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2019-2020 tax assessment years bearing Orange County Index No. 6071-2019; and

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

WHEREAS, Ilari Group is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 4-12-4 be reduced to a market value of \$1,618,750.

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

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

RESOLUTION NO.: 218 - 2020

OF

SEPTEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH H2M ARCHITECTS AND ENGINEERS
FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AT A COST OF \$79,800.00
IN THE CRESCENT AVENUE PUMP STATION RECONSTRUCTION PROJECT

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pump Station; and

WHEREAS, the City of Newburgh solicited proposals for professional engineering design services in the Crescent Avenue Pump Station Reconstruction Project (the "Project"); and

WHEREAS, H2M Architects and Engineers has submitted a proposal to assess existing conditions, compile and analyze data and develop a report and cost estimate for the design and reconstruction of the Project; and

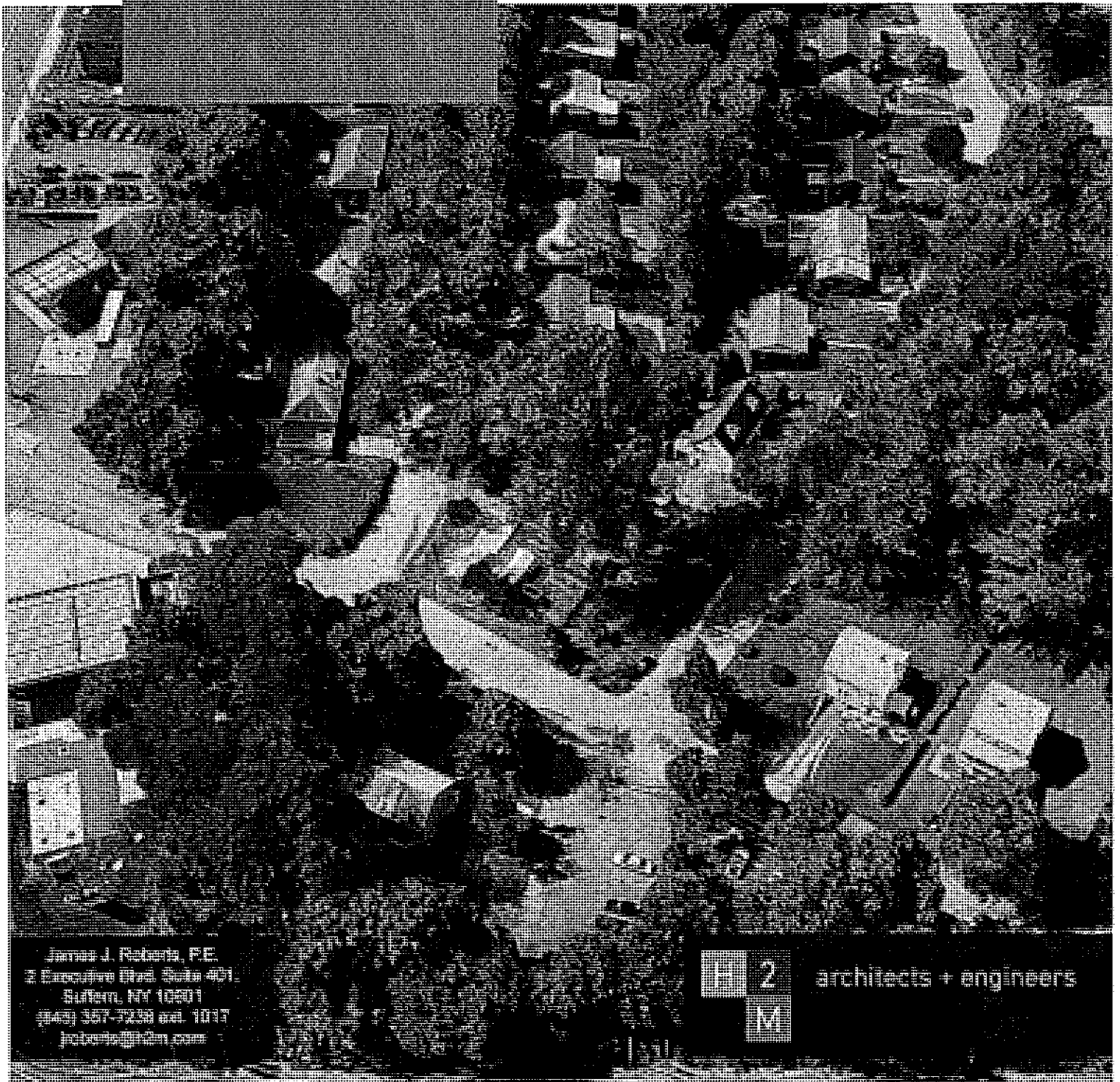
WHEREAS, funding shall be in the amount of \$79,800.00 and derived from 2020 Bond (Pump Stations) GL Account: HG1.8120.0208.0000.2020; and

WHEREAS, this Council has determined that authorizing the City Manager to execute a contract with H2M Architects and Engineers is in the best interests of the City of Newburgh;

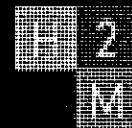
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with H2M Architects and Engineers for professional engineering design services Crescent Avenue Pump Station Reconstruction Project.

PROPOSAL FOR

Design of the Crescent
Avenue Pump Station
Reconstruction
RFP No. B-20



James J. Roberts, P.E.
2 Executive Blvd. Suite 401
Suffern, NY 10501
(845) 357-7239 ext. 1017
jroberts@h2m.com



architects + engineers



architects + engineers



Proposal for

Design of the Crescent
Avenue Pump Station
Reconstruction |
RFP No. 6.20



07.31.2020

Contact

James J. Roberts, P.E.
Vice President, Market
Director of Water &
Wastewater

H2M architects + engineers
2 Executive Boulevard,
Suite 401
Suffern, NY 10901



845.357.7238 ext.1017



845.357.7267



jroberts@h2m.com

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architects + engineers

2 Executive Boulevard, Ste 401
Suffern, NY 10901 | tel 845.357.7238

July 31, 2020

Mr. Todd Venning, City Comptroller
City of Newburgh
Office of the Comptroller
83 Broadway, 4th Floor
Newburgh, NY 12550

**Re: Proposal for Professional Services Related to the Design of the Crescent Avenue Pump Station
Reconstruction Upgrade | RFP No. 6.20**

Dear Mr. Venning:

H2M architects + engineers (H2M) is pleased to provide our proposal to provide for data collection and analysis, evaluation of alternatives, pump station design, regulatory agency approvals, bid document preparation, and bidding assistance related reconstruction the Crescent Avenue Pump Station for the City of Newburgh. H2M has been providing water and wastewater services to clients for over 85 years. We believe our longevity and success stems directly from the value we place on client service and satisfaction. As a multi-disciplinary firm, with over 470 employees, we possess the internal expertise and resources to manage virtually any project. Specific to this RFP, we feel we have assembled a uniquely qualified team that will deliver this important project on time and on budget.

The team of professionals we have chosen for this assignment represents a diverse mix of experience and expertise within our wastewater practice and selected subconsultants. As part of our project team, we propose to use the services of three subconsultants: Badey & Watson (WBE) will provide surveying services, TAM Enterprises Inc. Water & Waste Water Specialists, will provide CCTV inspections, and Quality Environmental Solutions & Technologies, Inc. (MBE) will provide environmental services, including a pre-design environmental survey of the existing structures for asbestos, lead based-paint, and PCBs testing. H2M is currently providing engineering services to numerous municipalities located nearby in Rockland County and is very familiar with local codes, regulations, and capital projects. We have a proven performance record of similar projects, including many in the Lower Hudson Valley. Our own H2M staff includes a former NYCDEP Deputy Commissioner, other former senior DEP staff, and a former Commissioner from Westchester County. Collectively, supported by our quality assurance staff, we feel we are the right team for the project. This project will be managed by our Suffern, NY, office.

We are excited for the opportunity to serve the City during this project. We are confident in our ability to develop a design that will translate into a successful construction project. We look forward to the opportunity to meet with you and your team to further discuss the specifics of our facility evaluation and design approach and to share our prior experience in achieving the City's goals for this project. Should you have any questions or require additional information please call me at (845) 357-7238 ext. 1017 or via email at jroberts@h2m.com. Thank you for your consideration.

Very truly yours,
H2M architects + engineers

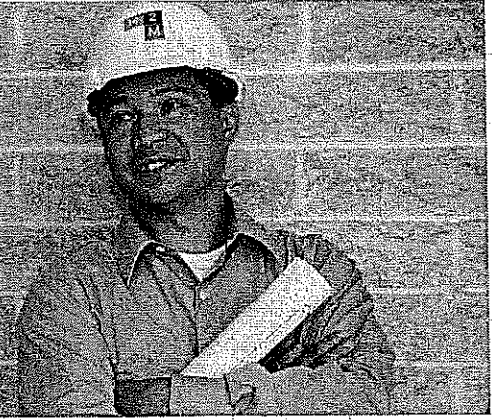
James J. Roberts, P.E.
Vice President | Market Director of Water & Wastewater

CORPORATE HEADQUARTERS

538 Broad Hollow Road, 4th Floor East | Melville, NY 11747 | 631.756.8000 | h2m.com



Here at H2M, we value people.



H2M was organized in 1933 and founded on the principles of professional excellence, hard work, and integrity.

Practical Approach. Creative Results.

H2M is a multi-disciplined professional consulting and design firm, proud of our long history of client service and consistent ability to meet tough architectural, engineering, and environmental challenges head-on. Since 1933, H2M has helped plan, design, and build many of our local communities: from water treatment facilities to firehouses, schools to road reconstruction, and Environmental Site Assessments (ESAs) to groundwater remediation. Since our early roots, our focus has remained steadfast: to provide quality service with sound judgment and serve our clients as an honest and professional resource. We offer a practical approach with creative results.

Our Staff

H2M prides itself on the breadth of its comprehensive in-house service capabilities. With a diverse staff of over 470 engineers, architects, surveyors, scientists, planners, landscape architects, and technical support specialists, we offer our clients the benefit of a full "under one roof" consulting network.



66

Registered
Architects



92

Professional
Engineers



36

LEED
Accredited
Professionals



02

Registered
Landscape
Architects



06

Professional
Planners



14

LEED
Green
Associates



08

Professional
Geologists



02

Professional
Land Surveyors



05

Licensed Site
Remediation
Professionals

Operating Philosophy

The operating philosophy at H2M is based on the following core values:

Respect

We respect each other's ideas and contributions and are committed to open, honest communication.

Dedication

We are responsive to our clients' needs and go above and beyond to get the job done.

Integrity

We are honest and ethical in our business practices and build trust with our clients and staff.

Teamwork

We cooperate, collaborate and work together as part of a team.

Community

We are committed to the health of our local communities and our legacy.

Creativity

We believe in the importance of innovation and seek new, creative, and sustainable project solutions.

Practicality

We are dedicated to providing efficient, cost-effective solutions to our clients' problems.

Opportunity

Our success begins with our people. We value organic growth, empowering our employees, and fostering their development.



H2M Services

Architecture

- Architectural design
- Comprehensive grant programs
- LEED design processes
- Interior design
- Removal of barriers to the handicapped
- Master plans and revisions
- Needs assessments
- Planning studies
- Building conditions surveys
- Restoration of historic structures
- Restaurant and kitchen design
- Zoning ordinance review
- Educational facilities design
- Assisted living facilities design

Civil/Site & Structural Engineering

- Roadway reconstruction and resurfacing
- Site plan design
- Street lighting
- Flood control and drainage
- Irrigation systems
- Sidewalks and curbs
- Storm drainage systems
- Water mains
- Local roadway study and design
- Subdivision design
- Streetscape design and improvements
- Parks, playgrounds, athletic fields
- Parking fields
- Highway planning studies
- Intersection design and improvements
- Visual impact analyses
- Resident engineering inspections
- Geographic Information Systems (GIS)
- Green infrastructure design
- Structural conditions assessments
- Structural building design
- Structural renovations/alterations
- Cause and origin investigations
- Retaining walls, bulkhead, and culvert design
- Storm hardening/resiliency
- Expert testimony

Construction Phase Services

- Inspection
- Shop drawing review
- Scheduling
- Construction administration
- Site safety plans
- Grant administration
- MWBE/SDVOB compliance
- Startup
- Commissioning
- Drone progress photos
- O&M manuals
- Utility coordination
- Response to RFIs
- Job progress meetings
- Prepare punch list
- Project closeout
- Record drawings

Environmental Services

- Air and water pollution control
- Hazardous waste management
- Hazardous materials storage design
- Waste minimization

- Environmental Impact Statements (EISs)
- Wetland delineation
- Environmental Site Assessments (ESAs)
- Environmental compliance audits
- Environmental permitting
- Site investigations
- Brownfield assessments
- Remedial investigations/feasibility studies
- Risk assessments
- Above and underground tank management
- Soil and groundwater remediation
- Soil vapor intrusion studies
- Regulatory compliance programs
- Industrial hygiene
- Indoor air quality
- CM/LBP/mold inspections and abatement
- Computer modeling
- Asbestos investigation and removal
- Geographic Information Systems (GIS)

Land Surveying

- Boundary and title surveys
- Topographical surveys
- Horizontal and vertical control surveys
- Hydrographic surveys
- Route surveys
- Subdivision planning
- Sanitary and drainage study maps
- Legal descriptions
- Construction layout services
- As-built surveys
- Architectural surveys
- Structural surveys
- Under-construction inspection surveys
- Easement survey and description

Landscape Architecture

- Tree inventory and assessment
- Tree mitigation
- Landscape design and restoration
- Conceptual site design
- Landscape planning
- Illustrative renderings
- Landscape architectural detailing
- Streetscape and urban design
- Parks and playgrounds design
- Campus landscape design
- Private estate and residential design
- Planting design
- Wetlands mitigation
- Green infrastructure

MEP Services

- Electrical systems design
- Feasibility and implementation studies
- Power supply
- Exterior and interior building services
- Closed-circuit television security systems
- Emergency power generation
- Site/systems and load evaluations
- Energy studies
- Site lighting design
- Fire and security systems
- SCADA systems
- Utility company rebates and incentives
- HVAC systems design
- Heat and cooling load analysis
- Steam systems
- Hydraulics

- Heat recovery systems
- Chillers and cooling towers
- Laboratory ventilation systems
- Site/systems evaluations
- Feasibility/implementation studies
- Energy conservation
- Cost/benefit analysis
- Commissioning/testing

Planning

- Comprehensive Master Planning
- Community Visioning
- Zoning Ordinances and Analysis
- Redevelopment Studies and Plans
- Geographic Information Systems (GIS)
- Urban Design
- Design Guidelines
- Renderings
- Feasibility Studies and Conceptual Plans
- Downtown Revitalization
- Expert Private Testimony
- Municipal Board Representation

Wastewater Engineering

- Characterization/quantification of waste
- Treatment facility evaluation
- Scavenger waste facility design
- Outfalls and leaching systems design
- Chemical feed systems design
- Monitoring and control systems
- Nutrient removal treatment systems design
- Facility planning studies
- Wastewater treatment studies
- Wastewater treatment plant design
- Wastewater reuse design
- Standby power systems
- Sludge thickening, dewatering
- Sludge treatment, disposal
- Odor control
- UV and chemical disinfection systems
- Sewer system extension planning
- User cost analysis
- Sanitary sewer design
- Sewer rehabilitation studies and design
- Infiltration/inflow evaluation
- Pump station evaluations and design
- Odor control
- Security systems
- Geographic Information Systems (GIS)
- Discharge monitoring reports
- Plant performance monitoring
- Preparation of O&M manuals
- Facility start-up and operations
- Groundwater/effluent monitoring programs
- Operator training
- Industrial pretreatment programs
- Prepare/revise sewer use ordinance

Water Engineering

- Supply well design
- Plant rehabilitation design
- Water treatment systems
- Water filtration systems design
- VOC removal treatment systems design
- Distribution system analysis and design
- Distribution hydraulic modeling
- Automated mapping/facilities mapping
- Storage tank rehabilitation/repainting
- Storage tank design
- Tank and coatings inspection
- Instrumentation and computer control designs
- Comprehensive groundwater modeling
- Geographic Information Systems (GIS)
- Aquatics and park design
- Public swimming pool design
- O&M programs
- Training programs
- Asset management

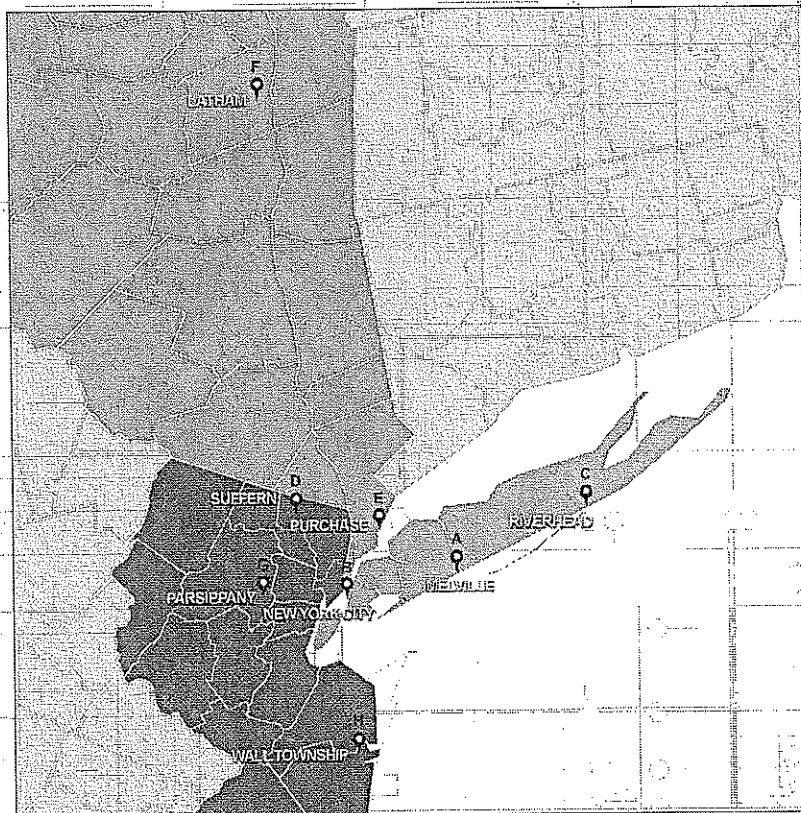
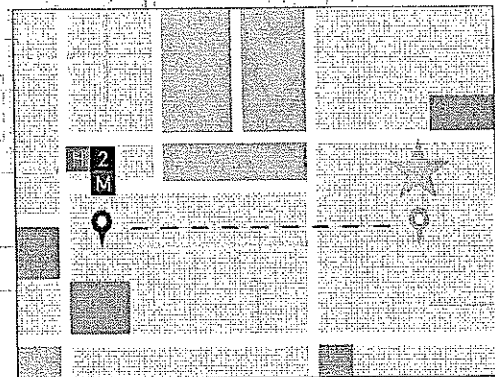


Distance from our
Suffern, NY office
to the project site:

37
miles

Office Locations

H2M serves the municipalities, public agencies, private utilities, and industries of the New York/New Jersey Metro Region, with eight office locations.



- A 538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
- B 132 West 31st St, Suite 604,
New York, NY 10001
- C 737 Roanoke Avenue,
Riverhead, NY 11701
- D 2 Executive Boulevard, Suite 401,
Suffern, NY 10901
- E 2700 Westchester Avenue, Suite 415,
Purchase, NY 10577
- F 3 Lear Jet Lane, Suite 205,
Latham, NY 12110
- G 119 Cherry Hill Road, Suite 110,
Parsippany, NJ 07054
- H 4810 Belmar Boulevard
Wall Township, NJ 07753

"H2M" refers to H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. and/or its subsidiary H2M Associates, Inc., and/or its affiliate H2M Architects & Engineers, Inc. and Pacheco Ross Architects, a division of H2M architects + engineers, as appropriate to the context. Pacheco Ross Architects was acquired by H2M in 2016, and specializes in the design of emergency response facilities. Each company's professional resources are available to the others to the maximum extent permitted by applicable state laws. H2M will not practice, and should not be interpreted to be offering to practice, any professional service for which it and its cognizant employees are not properly licensed.

H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba: H2M architects + engineers) is a NYS Design Professional Corporation. It maintains New York Certificates of Authorization to provide professional architecture, engineering, land surveying, and landscape architecture services.

H2M Associates, Inc. is a New Jersey business corporation. It is a wholly owned subsidiary of the parent company. It maintains New Jersey Certificates of Authorization to provide professional engineering, land surveying, and landscape architecture services.

H2M Architects & Engineers, Inc. is a New Jersey business corporation. It is an affiliate of the parent company, being under the ownership and control of a group of appropriately licensed officers of the parent company. It maintains New Jersey Certificates of Authorization to provide architecture and professional engineering services. It is also appropriately structured to maintain certificates of authority to provide architecture and professional engineering services in Connecticut, Massachusetts, and Pennsylvania.



H2M has long recognized the importance of quality control and is always striving to strengthen and improve the quality of our work.

H2M's quality management system includes both QA (making sure we're doing the right project in the right way) and QC (ensuring our deliverables meet the standard of quality). Together, these two sides of the quality management equation lead us to carefully manage our scope, schedule, and budget, as well as provide quality documents that help prevent construction change orders. Additionally, we are proactive in identifying construction, schedule, and budget risks and communicate these to our clients and work with the client, CM and contractor to solve them before they become major issues. To ensure consistency among our staff and consistent application of our PM standard practices, H2M conducts an internal Project Management course lasting 24 sessions throughout the year (March-November), to. The purpose of the program and the QA/QC meetings is to instill the concept of quality at the grassroots level and implement procedures designed to minimize dependence solely on "end of project checking". Our QA/QC will help to minimize change orders, cost overruns, and schedule delays during construction.

★ Some key QA/QC procedures in place for many years at H2M...

- The requirement to prepare a project plan for all design projects
- The use of kickoff and progress meetings by the project team throughout the project
- Department manager final review of all projects
- An independent review of all design projects

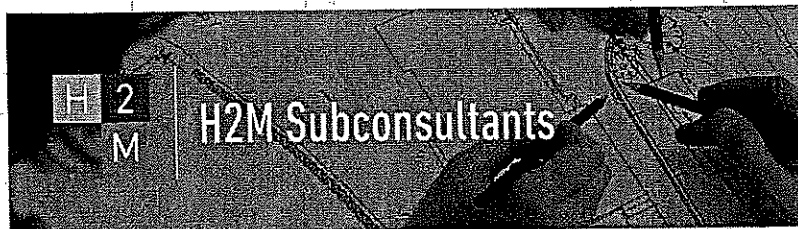
★ Sustainable Design

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We will provide an environmentally sensitive approach to this project, one that is balanced, economical and specific to the work to be undertaken.

We look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.



Our proposed subconsultants follow this page →



Our Subconsultants

Though H2M is a full-service firm capable of performing a wide variety of services in house, to expand our depth of resources we have teamed with three specialty subconsultants who will support this project. Badey & Watson Surveying & Engineering, P.C. (WBE) will provide surveying services, TAM Enterprises Inc. Water & Waste Water Specialists will provide CCTV inspections, and Quality Environmental Solutions & Technologies Inc., (MBE) will provide environmental services including a pre-construction environmental survey of the existing building structures for asbestos, lead based-paint, and PCBs testing. We have worked with these firms on similar projects and can attest to their skill and commitment to quality. As is the case for all our projects with blended teams, a senior member of H2M will closely supervise and review the work of our subconsultant before final submission. Highlights of our subconsultants' qualifications are provided below.

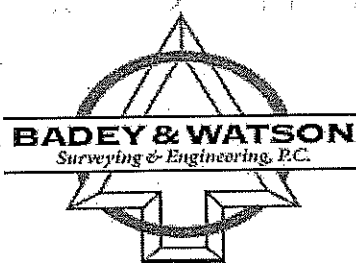


Quality Environmental Solutions & Technologies Inc. (MBE)

1376 Route 9
Wappingers Falls, NY 12590
(845) 298.6031

Quality Environmental Solutions & Technologies, Inc. is a unique company providing a full range of consulting, training, testing and laboratory services to the asbestos, lead, industrial hygiene and environmental remediation industry. QuES&T's professional staff possesses extensive experience in project design, risk assessment, project management, engineering controls, health physics, respiratory protection, environmental sampling, air sampling and laboratory services. QuES&T's status as an accredited training facility for New York State and the EPA ensures our personnel remain current with state of the art practices, regulatory updates, contamination control techniques and record keeping requirements.

QuES&T's professional staff includes qualified instructors for OSHA safety and awareness training, project design, building inspection, management planner, project monitor, asbestos project sampling technician, operations and maintenance (O&M), asbestos workers and asbestos contractor/supervisors. Their support staff includes certified industrial hygienists, registered architects and personnel with extensive experience in nuclear and non-nuclear asbestos abatement, air sampling program design, industrial hygiene, regulatory compliance audits, and full scope project management to maximize safety and minimize liability in the dynamic regulatory environment in the industry today.



Badey & Watson Surveying & Engineering, P.C. (WBE)

3063 Route 9
Cold Spring, NY 10516
(845) 265-9217

Founded in 1973, Badey & Watson is a full service surveying and engineering firm serving a wide variety of clients in New York's Hudson Valley region, New York City and southwest Connecticut. Building on a long-standing reputation for integrity, innovation, and reliability, their respected staff of professionals provide a comprehensive array of surveying, mapping, and civil engineering services for a growing family of clients including architects, attorneys, engineers, homeowners, state and local governments, universities, hospitals, utility companies and more. To date, Badey & Watson has successfully completed more than 25,000 projects of varying size and complexity.

Since its founding, Badey & Watson has been committed to excellence, providing accurate and dependable surveys that consistently meet or exceed the standards set forth by the New York State Association of Professional Land Surveyors (NYSAPLS), the American Land Title Association (ALTA), National Society of Professional Surveyors (NSPS), and American Congress on Surveying and Mapping (ACSM), as well as those of individual clients. To consistently provide this level of service and to meet today's engineering, surveying and mapping challenges, the firm relentlessly monitors emerging technology and continuously invests in instruments, computing equipment and staff training.



**TAM Enterprises Inc. Water
& Waste Water Specialists**

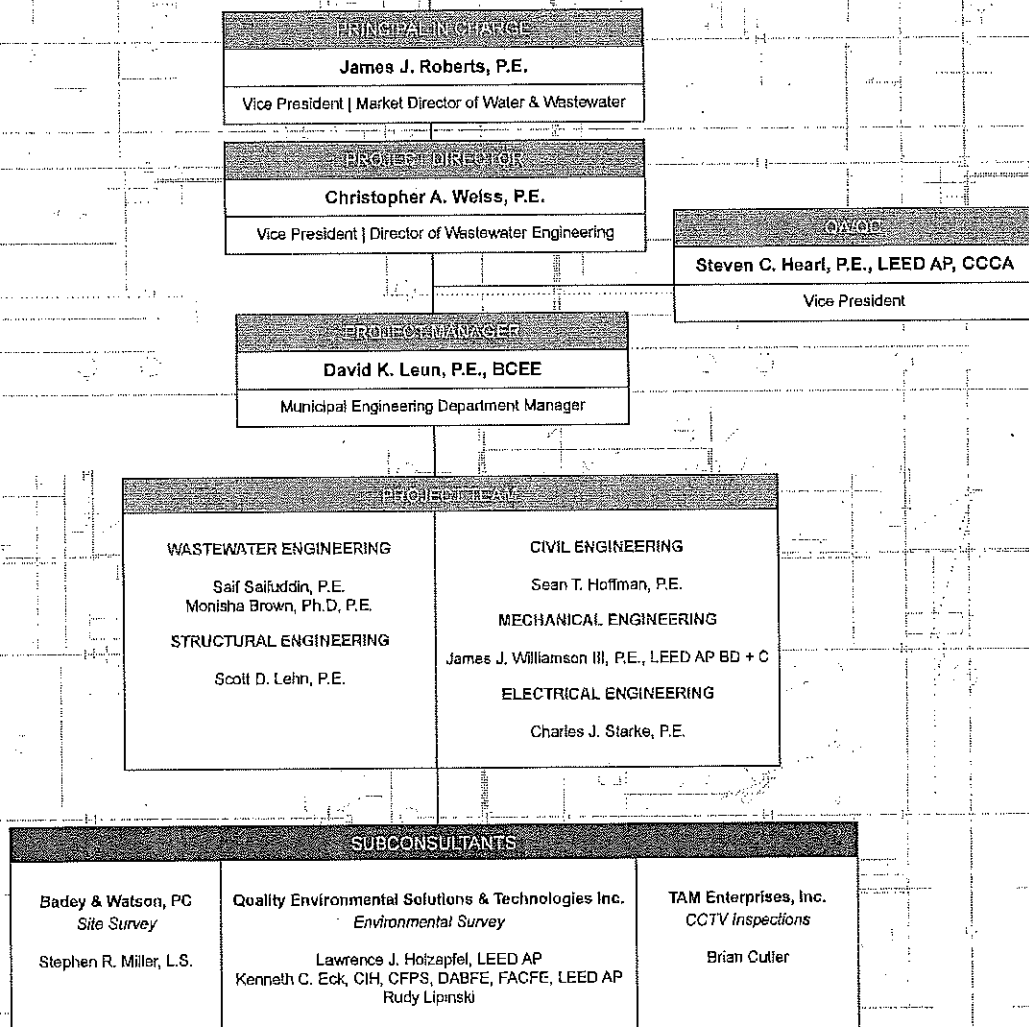
TAM Enterprises, Inc
114 Hartley Road
Goshen, NY 10924
(845) 294-8882

TAM Enterprises Inc. was founded in 1994 by Anthony Lasaponara. He started with a van and a small snake machine working alone. After proving himself, his reputation had grown tremendously by the referrals of his happy customers. With a rapidly growing customer base, Tony knew that he had to hire additional help. Twenty years later, TAM Enterprises, Inc. has grown to be one of the largest locally owned water and wastewater mechanic companies in the Hudson Valley and specializes in all phases of water and wastewater renovation, rehabilitation, and construction. This rapid growth was due to countless hours of hard work, dedication, and will to be the best we could be. In their industry, safety has is their number one priority. Completing each job safely, efficiently and with quality workmanship are the beliefs TAM Enterprises is built on. Their entire staff has been thoroughly trained and certified in Confined Space Entry, Trench Rescue, Competent Person Regulations, OSHA 10 and HAZWOPPER 40, ensuring a safe work site.



► Staffing Plan

The successful completion of a project requires a diverse pool of experienced personnel capable of performing tasks within their area of expertise. H2M's management and project managers are also aware that the success of any project is dependent upon the close cooperation required between the H2M staff and the project personnel of our client. The proposed organization of personnel and resources is intended to bring together a team of professionals that can focus on project objectives as well as respond to unanticipated circumstances or issues.





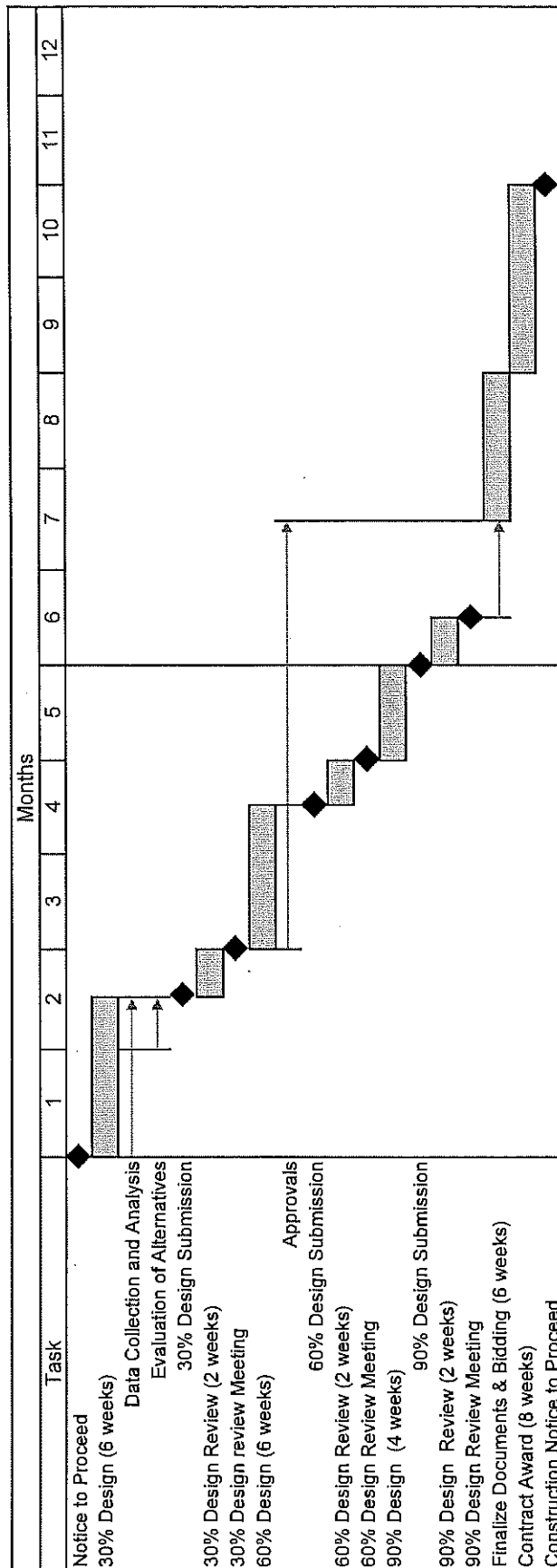
► Current Workload & Availability

The H2M team's present and anticipated workload is such that our team has the availability to provide the services described in the this proposal within the period presented in our project schedule.



Our proposed project schedule follows this page.

Professional Engineering Services
Design of the Crescent Avenue Pump Station Reconstruction
 City of Newburgh, NY
Project Schedule



- Notes:**
- 1.) Schedule assumes City review time of 2 weeks between design phases
 - 2.) Durations shown in months to align with the City Council Work Sessions

H2M Pump Station

Experience Listing

Client & Project Name	Capacity MGD	No Pumps	Submersible	CM/ PM/ Submersible	Contracted	From Main Diameter Inches	From Main Length FT	Year Completed	ENG Report Yes/No
Client & Project Name	Capacity MGD	No Pumps	Submersible	CM/ PM/ Submersible	Contracted	From Main Diameter Inches	From Main Length FT	Year Completed	ENG Report Yes/No

KEY ● New ● Rehabilitation ● Replacement

H2M Pump Station

Experience Listing

	Client & Project Name	Capacity MGD	No Pumps	Stormwater	Combined	Force Main Diameter Inches	Face Main Length Ft	Year Completed
1	Hempstead Pump Station	12.1	4	X			2017	Y
2	Improvements to Central Homes PS	0.936	2	X			2017	Y
3	Improvements to Dana's Highway PS	1.08	2	X			2017	Y
4	Improvements to Long Meadow PS	0.144	2	X			2017	Y
5	Replacement of Laurel Road Pump Station	0.335	2	X			2016	Y
6	Replacement of NYS Rt. 9W Pump Station	0.73	2	X			2016	Y
7	Replacement of Forest Brook Road Pump Station	0.176	2	X			2016	Y
8	Improvements to Kirkpatrick Lane Pump Station	6.2	3	X			2015	Y
9	Nassau County DPW Improvements to East Hills Sewage Pump Station	1.388	4	X			2015	Y
10	Wyandanch Pump Station	0.416	3	X	10	5,000	2014	Y
11	Solid Waste Mgmt. Facility Leachate PS	0.036	2	X	4	5,000	2013	Y
12	Replacement of Pumps at Landing Road Pump Station	0.21	2		X		2014	N
13	Replacement of Pumps at Steamboat Road Pump Station	0.21	2		X		2014	N
14	Brookhaven Sewer Improvement Area No. 1 (Replacement of East Main Street Pump Station)	0.43	2	X	5	890	2013	Y
15	Replacement of Long Clove Road Pump Station	0.17	2	X			2013	Y
16	Replacement of Van Doren Court Pump Station	0.07	2	X			2013	Y
17	Replacement of North Greenbush Road Pump Station	0.11	2	X			2013	Y
18	Effluent Pump Station Improvements	3	3	X			2012	N
19	Locust Valley Sewage Pump Station and Force Main	0.216	4	X	2 at 6	18,000	2011	Y
20	Replacement of Woodhaven Drive Pump Station	0.04	2	X			2010	Y
21	Replacement of Lakewood Drive Pump Station	0.17	2	X			2010	Y
22	Replacement of NYS Route 303 Landfill Pump Station	0.04	2	X			2010	Y
23	Suffolk County Sewer District 18 Heartland Pump Station	0.576	4	X	2 at 8	3,750	2013	Y
24	Howell Avenue Sewage Pump Station Reconstruction	2.88	X	X	16	2,200	2010	Y
25	Reconstruction of Ball Field and Hanger Sewage Pump Stations	0.114	2	X			2010	Y
26	Pump Station and Force Main Sewer Connection to SCSD No. 3	0.33	2	X	6	11,000	2009	Y
27	Cranberry Street Sewage Pump Station Reconstruction	2.1	2	X			2009	Y
28	Elton Street Sewage Pump Station Reconstruction	0.43	2	X			2006	Y
29	Hills at King Park Sewage Pump Station and Force Main	0.165	2	X	4	1,700	2004	Y
30	Middle Road Sewage Pump Station Improvements	0.5	3	X			2004	Y
31	Huntington Farms Pump Station	0.576	2	X			2001	N
32	Main Pumping Station Improvements	6.4		X			2001	Y



Background

The City of Newburgh has issued an RFP for a professional engineer or consulting firm to provide engineering services for the reconstruction and improvements of the Crescent Avenue Pump Station. The pump station receives sewage from the contributing sewershed within the City and has reached the end of its useful service life.

The City is located on the west side of the Hudson River in Orange County, NY within the Hudson Valley Area. Newburgh is a small, densely populated city with an estimated 2019 population of 28,177 people within an area of approximately 3.5 square miles. The City owns and operates a combined sewer collection system that receives wastewater from both the Town of Newburgh and the City of Newburgh for conveyance to the City's wastewater treatment plant (WWTP). The City owns and operates six sewage pump stations located within the City limits. These sewage pump stations receive and convey wastewater from residential, commercial, and industrial uses. The City conveyance system includes both combined and separate sanitary sewers that are directed to the Newburgh WWTP, located on Renwick Street.



Pump Station Project Site

In consultation with the City, the H2M architects + engineers (H2M) team will provide engineering services to improve the wastewater pumping station that will bring the system's components into a state of good repair and in compliance with applicable codes and industry standards. To understand the City needs for this project, H2M reviewed RFP No. 6.20, Appendices A through D and Addendum No. 1, and conducted on-line research about the facility and the City. In addition, we reviewed the following additional documents/supplementary information:

1. City of Newburgh Liberty and Grand Street Sewer Improvements Environmental Assessment (EA)
2. Inter-municipal Sewerage Agreement between the Town of Newburgh and the City of Newburgh
3. Orange County Sewer Use Ordinance of 2008



Project Understanding

The Crescent Avenue Pump Station is located on a small rectangular parcel (tax lot 3-2-2) in a residential area on the southerly side of Plank Road between Jamison Place and Crescent Avenue. The original pump station was designed and constructed in the 1950s. The aboveground structure has since been removed. A modular steel shed north of the exposed top slab houses the electrical control panels. The pump station is currently in-service and has been retrofitted by the City several times in the past to maintain operations. Sanitary sewer flow has increased since the original construction due to expansion of a service area. The mechanical components at the pump station includes two Flygt Model 3102, 5 hp, 230-volt three phase submersible cutter pumps in lead/lag combination. There is no permanent standby power. A chain link fence surrounds the parcel and access is provided through a double-leaf gate.

According to the drawings provided in the RFP, the existing wet well is 4.17-feet wide by 10.83-feet long with a hopper bottom floor 13.67-feet below the top slab. Access to the wet well is through a steel hatch and a ladder. Influent from the city sewershed flows through two, 8-inch cast iron (CI) pipelines that run within Plank Road and combines at the influent manhole located just outside the gate of the pump station. From this manhole influent flows to the pump station via an 8-inch diameter cast iron pipe. The original pump station design included an inclined manual bar rack with 2-inch clear openings in the influent channel to the wet well. The 6-inch diameter force main travels along Plank Road and makes a 45-degree bend to Jamison Place before discharging into the manhole located on North Street. Static head is approximately 29.5 feet. Electrical controls are aboveground in a shed. Two goose neck vents on the deck slab provide passive ventilation. According to the limited information provided by the City, the pump station does not include a hoist for pump retrieval, odor control, forced ventilation system, automated wet well mixing system, surge relief protection, comminutor, water service, or flow measuring and data logging devices.

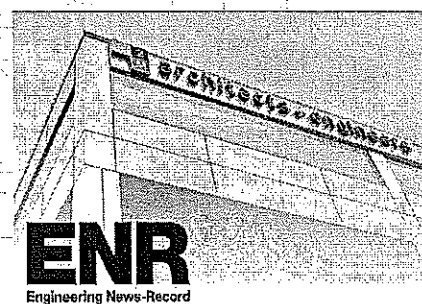
Pump Station Design Scope of Work

The following tasks summarized below defines the scope of work that the H2M team anticipates completing for this Pump Station upgrade as per RFP SP 6.20:

Task 1 – Gathering Field Data and Review Information

The following data will be collected and analyzed:

1. A boundary survey (metes and bounds) to determine the extent of the city owned property parcel
2. Field investigations and a topographic survey locating natural and man-made features, including existing utilities for inclusion in set of project plans
3. Closed circuit television (CCTV) survey and condition assessment of the existing force main
4. Flow assessment based upon the existing uses within the contributing sewershed area
5. Environmental sampling to determine the presence of PCBs, lead paint, and asbestos at the existing pump station site
6. Ground level assessment of conditions within the manhole that receives the discharged from the force main
7. Review of City CCTV files for gravity sewer into the pump station. If a recent CCTV file is not available, we understand the City engineering staff will conduct this work



TOP DESIGN FIRMS



architects + engineers



RANKS

No.226

ON ENR'S TOP 500
DESIGN FIRMS
NATIONWIDE



RANKS

No.22

ON ENR'S TOP 100
DESIGN FIRM
NEW YORK REGION

RANKINGS BY SECTOR IN NEW YORK REGION

#4	Water Supply
#5	Education
#5	Environmental & Geotechnical Engineering
#7	Architecture
#8	Power



► Project Understanding & Approach



Task 1.1 – Property Parcel Boundary Survey

H2M has reviewed the City's tax map to find the City owned property parcel section, block and lot number (3-2-2). Our survey team include Baley & Watson Surveying & Engineering, P.C. who will delineate the metes and bounds of the property limits.

Task 1.2 – Field Topographic Survey

In addition to the boundary survey, the H2M survey team will complete a topographical survey and prepare a site map identifying physical features. The survey will also identify invert elevations of upstream gravity line from manhole located outside the pump station and downstream end of the force main. The forcemain route itself outside the pump station property will not be included in the site survey. Utility mark-out on Plank Road will be done by a third party. These mark-outs will be used to design a service water line from the existing 8-inch water main in Plank Road.

Geotechnical Investigation – Although the RFP does not include a geotechnical investigation as part of the design elements, H2M would recommend that one soil boring be conducted at the pump station site to determine soil characteristics for potential new structures. We often team with Carlin Simpson Associates for geotechnical engineering tasks and estimate that this effort would only require one day to complete. As a potential additional service, the associated geotechnical investigation cost is not included in our fee proposal. We estimate the geotechnical assessment and corresponding Summary Report would cost in the range of \$1,800 to \$2,200 to complete.

Task 1.3 – CCTV Survey and Force Main Inspection

A CCTV survey of the existing 6-inch CI force main will be conducted by TAM Enterprises (TAM). Our team member to provide specialized robotic surveys of the force main. TAM is NASSCO Pipeline Assessment Certification Program (PACP) certified. The technology requires line closure for inspection. Based on the response from the City in Addendum No. 1, we anticipate that there will be sufficient storage capacity in the wet well for a shutdown to facilitate the inspection of the force main and that bypass pumping would not be required for inspection. The data and video footage obtained after the survey will be analyzed during the design phase. Copies of video footage will be provided to the City for their records. The associated survey cost for CCTV survey is included in our fee proposal.

Acoustic Leak Detection – H2M will also evaluate the use of an alternate method of technology to visually and acoustically inspect the condition of the force main pipe. The inspection platform utilizes a tri-sensor head which will conduct an acoustic leak detection survey using a hydrophone, record high definition CCTV, and provide the ability to precisely locate the pipeline from above ground using a sonde and high frequency utility locator. The inspection platforms acoustically identify leaks in pipelines constructed of all materials operating with an internal pressure between 15 and 200 pounds per square inch (PSI). A 2-inch full bore access point is needed for this technology. Since access was not provided within the pump station, the presence of such an access point is not known at this time. Consequently, a cost proposal using this technology could be prepared based on information obtained during the Task 1 services.

Task 1.4 – Flow Data Assessment

Flow data will be estimated based on land use information from the contributing sewershed to be provided by the City. The data computed from the sewershed will

Why Choose the H2M Team?

1

Over 85 years of engineering expertise in New York State.

2

Unmatched depth of professional staff specialized in wastewater engineering to develop pioneering solutions that reduce the cost of wastewater infrastructure projects.

3

Understanding of the City of Newburgh's requirements and procedures and knowledge of the City's various infrastructure.

4

Since our early roots, our focus has remained steadfast: to provide quality service with sound judgment and to serve our clients as an honest and professional resource.

► Project Understanding & Approach



be projected for the facility design life. All three major components of wastewater flow in a combined sanitary sewer system which includes base sanitary flow, groundwater infiltration and rainfall derived inflow, and infiltration will be estimated to derive the peak and average daily flow rate. Infiltration/inflow (I/I) rate will be calculated based on the guidelines prepared by the USEPA. Wet well and pumps will be sized by utilizing this data.

No analysis will be conducted of the sewer downstream of the force-main discharge manhole.

Sanitary Flow Monitoring – Although the RFP does not call for flow monitoring, H2M highly recommends that the City consider the use of a single flow meter and data logger to be installed in the pump station influent manhole or on the influent pipe to the pump station. The design flow from Task 1.4 will be compared with the data obtained through flow monitoring. Flow meter data will also allow the calculated design peak flow factor to be compared to the peak flow over the period of the data during both dry and wet weather conditions. As a proposed additional service, the associated cost for installing one temporary flow meter and data logger is included as a separate line item in our fee proposal to allow the City to compare fees should other proposers not include this effort in their proposal.

Task 1.5 – Environmental Survey and Sampling

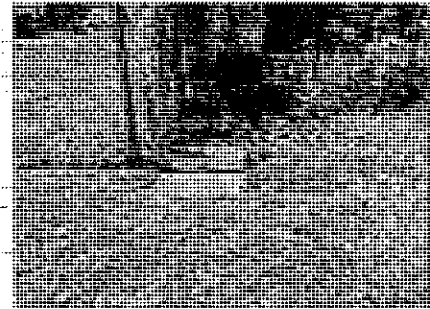
We will conduct an environmental survey of the existing structures for asbestos, lead based-paint, and PCBs. Quality Environmental Services (QuES&T) will be our team member performing this work. QuES&T is familiar with the City's requirements and will provide the required certifications and a Summary Report.

1.5.1 Asbestos Testing – A New York State Department of Labor (NYSDOL) certified asbestos inspector will inspect the Pump Station for suspect asbestos containing materials and collect representative bulk samples for asbestos analyses. Asbestos samples will be analyzed for asbestos by Polarized Light Microscopy for Non-Friable Organically Bound Material (PLM-NOB). In accordance with New York State regulations, any samples that test negative for asbestos content via PLM-NOB must be reported as "inconclusive" and re-analyzed via Transmission Electron Microscopy for Non-Friable Organically Bound Materials (TEM-NOB). H2M will request the lab to stop at the first positive result per material which may reduce the total number of samples requires to be analyzed.

1.5.2 Lead Based Paint Testing – A United States Environmental Protection Agency certified lead-based paint inspector will inspect the above-mentioned areas for suspect lead-based paint materials and collect representative paint-chip samples for lead analysis via Atomic Absorption Spectroscopy (AAS) (EPA SW-846-7000B). Locations and quantities with recommendations will be prepared in a Report that includes analytical data. Based on the data collected, recommendations will be made for the contractor's compliance of Lead in Construction Standards associated with OSHA sections 1929 and 1910 during demolition activities.

1.5.3 PCB Testing – A qualified environmental scientist will inspect the above-mentioned areas for suspect polychlorinated biphenyl contaminated caulks to collect representative samples for PCB analysis via method EPA SW 846 3540C/8082A. Locations and quantities with recommendations will be included in the Report. Based on the size of the facility, three grab samples will be randomly collected and submitted as a composite sample, which will be analyzed into one result.

The data obtained during Task 1 will be reviewed during the design phase to determine requirements for environmentally safe disposal of contaminated material. A copy of the Report will be provided to the City for record and included in the contract documents.



“Based on the size of the facility, three grab samples will be randomly collected and submitted as a composite sample, which will be analyzed into one result.”

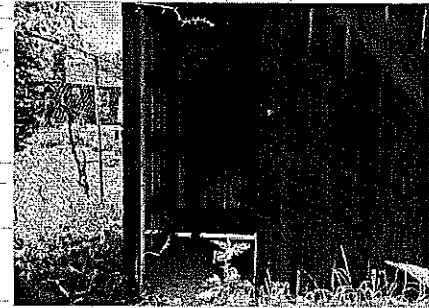
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Task 2 – Evaluation of Alternatives

H2M will prepare an alternatives analysis for the pump station equipment. This will include, but will not be limited to, the following components:

- Comminutor vs a mechanical bar screen
- Self-priming (top-mounted) pumps vs. submersible pumps vs. dry-pit submersible
- Valves in dry well or in above grade enclosure
- Instrumentation selection including flow measuring devices and pump control system
- Odor control system
- Wet well ventilation system
- Safe egress/ingress of maintenance personnel to pump station.
- Need for surge relief valve
- Fuel source for standby generator
- Precast wet well vs. cast-in-place concrete



“H2M will prepare an alternatives analysis for the pump station equipment.”

H2M will prepare an Engineer's Probable Cost Opinion for review by the City. A Basis of Design will present the new pump sizing and selection based on design flow, static head, system characteristics, installation orientation and space constraints. Wastewater characteristics such as solid size and shape, fibrous materials present, such as flushable wipes and rags, will also be considered while selecting pumps.

The COVID-19 pandemic has added a new consideration to wastewater collection and treatment system design. These systems across the country are experiencing a significant increase in flushable items like cleaning wipes, facial tissues, napkins, rags, and feminine hygiene products which clog piping systems and pumps. H2M will evaluate pumps that are and capable of handling such items with an emphasis on maceration, impeller type, and debris removal convenience.

H2M will also evaluate options for using cast-in-place structures vs a pre-cast design pre-engineered submersible pump station design with an integrated valve chamber to optimize the footprint of the new pump station building and to minimize disturbances. Utilizing a pre-cast, pre-engineered pump station may reduce the overall construction duration and minimize potential public concerns due to the length of construction. Since replacement of this station will require additional disturbances to the site and surrounding area, a New York Environmental Assessment Form (EAF) will be completed by H2M.

Task 3 – Detailed Design

H2M will develop the contract documents to include pump station plans and specifications in accordance with the latest edition of the 'Recommended Standards for Wastewater Facilities'. We will utilize the City's standardized frontend documents. The contract document will include but not be limited to the following:

- Demolition plans and specification of existing structure and piping, including any abatements, as necessary
- Temporary bypass pumping arrangement as required to facilitate construction
- New electrical systems and service apparatus
- New wet well and infill of remaining old foundation area as required during the design phase
- New duplex pump system with lead / lag control

► Project Understanding & Approach



- Portable diesel pump emergency by-pass connection
- Permanent natural gas or propane on-site emergency power generator with automatic transfer switch
- Telemetry/alarm system compatible with the City's existing Sensaphone system
- Flow meter installation on the force main
- Reduced pressure zone assemblies (RPZ), a yard hydrant and a water meter on the service water supply line
- Erosion & sediment control plan to mitigate environmental impacts
- Site lighting
- Security fencing with lockable gate and landscaping
- Geotechnical and Environmental Survey information



“A landscaping and planting plan will be developed to provide screening from the neighboring homes.”

Task 3.1 – Pump Station

H2M will assess the condition of the pump station piping, valves, and appurtenances. We will look at the potential impact of piping changes to accommodate the different pump alternatives. The force main will be evaluated for pressure transients (water hammer) that can cause high pressure forces at bends in the piping. This can occur with a rapid shut down due to the high head and the length of the force main. While these forces can be reduced at start up with the use of Variable Frequency Drives (VFDs) or other soft start controls, they could still occur on a sudden loss of power. Any new piping configuration with a change in pumps will be evaluated in connection with the pump station structure. The use of surge relief valves and new pump station controls will be specified to be installed for constant duty lead-lag operation. The new wet well will be designed based on average station flow and fill time while maintaining pump cycle times. The pump manufacturer's duty cycle recommendations will be used in selecting the minimum cycle time.

The pump station does not have a service water line supplied from a potable water source. Our design will include a new service water line from the existing 8-inch water main located on Plank Road. A new meter, an RPZ, and a yard hydrant will be provided. A service gas line and gas meter may be included if the gas supply line found in the proximity of the Station. Our civil engineering team will develop a grading and drainage plan for the site with attention to proximity to residential properties. A landscaping and planting plan will be developed to provide screening from the neighboring homes.

Task 3.2 – Force Main Investigations

The existing 6-inch force main is approximately 775-feet long based on the drawing provided in the RFP by the City. Several 45-degree and 22 ½-degree bends are present along the length. The line will be inspected and analyzed using CCTV to assess the existing condition and determine the repairs that may be required. Trenchless sewer replacement or in-situ line repair technologies will be considered if the pipe requires replacement or repair.

Utility Protection Plans/Maintenance of Plant Operations Excavation Plans

H2M's design approach on all our sanitary pump station upgrades is to develop a constructible project that causes the least amount of disruption to the existing conveyance assets. This is not always possible, but as demonstrated in the reference documents in the RFP SP 6.20, the existing pump station may be kept

► Project Understanding & Approach



online for most of the construction period. We will develop a proposed sequence of construction that the Contractors are to include in a Maintenance of Plant Operations (MOPO) Plan that must be submitted for engineer approval during the construction phase. H2M will coordinate with the City to determine the most appropriate phasing approach to limit pump station shutdowns or failures. Any contractor-proposed shut down will have to be defined (in advance) in the approved MOPO Plan and coordinated with the City as well as requiring the Contractor to have the appropriate bypass-pumping on-hand during the construction work.

In addition to the MOPO Plan, H2M often requires Contractors to hire a New York State Professional Engineer (NYS PE) to develop documents that are intended to further protect the City infrastructure. These documents place an added responsibility on the Contractor to acknowledge the existing infrastructure they are to work with or acknowledge the regulatory requirements of the work, such as utility protection and excavation. The work plans are developed and stamped by a NYS PE and signed by the Contractor which further commits the Contractor to take the necessary precautions in installing the necessary protections as deemed necessary.

After the completion of the final plans and specifications, H2M will develop a Construction Schedule and a 100% Design Engineers' Opinion of Probable Cost. H2M will submit for review by the City thirty (30) percent, sixty (60) percent, and ninety (90) percent design documents. An online meeting will be scheduled upon request to review the documents.

Task 4 – Regulatory Approvals

We will obtain regulatory agency approvals from local, county, and/or State agencies to facilitate the construction phase of the project. Our preliminary review using the NYSDEC EAF Mapper and the FEMA Flood Insurance Mapper have not indicated any flooding or environmental concerns at the Crescent Avenue pump station location. Approval will be obtained for installation of the backflow prevention device.

Task 5 – Bidding Assistance

H2M will finalize the bid documents by adding the advertise and bid dates. We will work with the City to prepare addenda if necessary, based upon questions received from potential bidders. The bid documents will be prepared in electronic format ready to be advertised on the City official electronic bidding website. Once bids are received, we will tabulate bids, evaluate the contractor, and submit a letter with the recommendation for the Contract award.

Project Schedule

We propose the following schedule in the matrix below to progress the project so that the Task 1 and Task 2 services are completed so the 30% submission will be made six weeks after Notice to Proceed. The 60% submission will be made six weeks after the 30% design review. The 90% submission will be made four weeks after the 60% design review. Please refer to the attached proposed schedule.

Experience

H2M has built a solid reputation in the region as a leader in providing engineering services. As detailed in Tab 2 of the proposal, H2M has provided engineering services for similar types of pump stations. Our design staff work on a variety of project types. Whether it's for one of our numerous Architectural Design Studios, our Facilities Division, or our Wastewater Division, it's this breadth of knowledge and experience that they will draw upon when selecting the materials, equipment and identifying constructability challenges for this pump station upgrade.



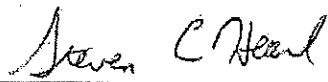
“H2M’s design approach on all our sanitary pump station upgrades is to develop a constructible project that causes the least amount of disruption to the existing conveyance assets.”

Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Professional Engineering Services related to the
Design of the Crescent Avenue Pump Station Reconstruction
RFP No. 6.20
City of Newburgh, Orange County, New York

1. By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
2. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph A above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Steven C. Hearl, P.E., LEED AP, CCCA Title: Vice President

Signature: 

Date: 7/27/2020 Company Name: H2M architects + engineers

NON-COLLUSION BIDDING AFFIDAVIT

Professional Engineering Services related to the
Design of the Crescent Avenue Pump Station Reconstruction
RFP No. 6.20
City of Newburgh, Orange County, New York

STATE OF: New York)

) SS:

County of: Suffolk)

I, Steven C. Hearl, P.E., LEED AP, CCCA of the Town, Village, City of Greenlawn
in the County of Suffolk and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, an officer of the firm of H2M architects + engineers

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by H2M architects + engineers

Subscribed and sworn to Steven C. Hearl, P.E., LEED AP, CCCA Vice President
Name of Affiant *Title of Affiant*

Steven C Hearl
Signature of Affiant

before me this 29 day of July, 20 20

Notary Public of SUFFOLK

My commission expires: 11/9/2021

Notary Signature: Andrea L Sobocinski

Affix Notary Seal or Stamp below

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01806213479
Commission Expires Nov 9 2021

This Affidavit must be completed by all Bidders

Client#: 52838

H2MARCHITECTS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Nicole Larsen PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: Nicole.Larsen@greyling.com															
INSURED H2M Architects, Engineers, Land Architecture, D.P.C.; 538 Broad Hollow Road, 4th Floor East Melville, NY 11747		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER D: Sentinel Insurance Company, Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Markel American Insurance Company	28932	INSURER D: Sentinel Insurance Company, Ltd	11000	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOG OTHER:			20UUGAU9233	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20UEGAU7896	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			20XHGYH2145	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WBGAT3285	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MKLM7PL0001888	03/15/2020	03/15/2021	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

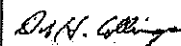
CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

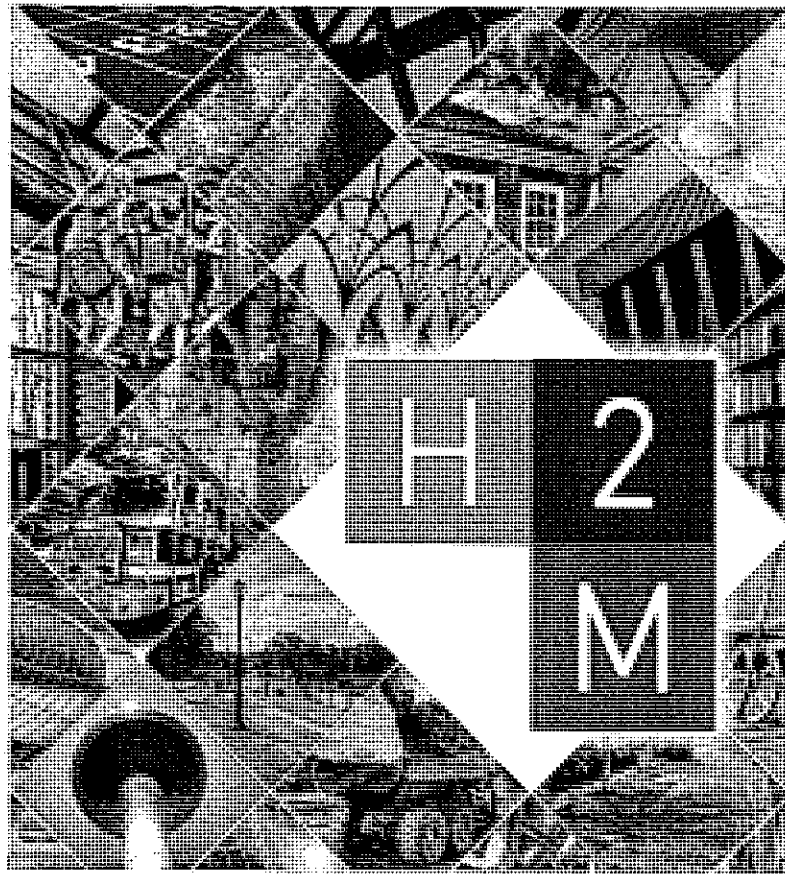


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Professional Engineering Services Design of the Crescent Aveue Pump Station Reconstruction City of Newburgh , NY Design Fee Schedule	
<u>Task</u>	<u>Lump Sum Fee for Professional Services</u>
Task 1 - Data Collection and Analysis	\$18,000
Task 2 - Evaluation of Alternatives	\$5,000
Task 3 - Pump Station Design	\$30,300
Task 4 - Approvals	\$3,000
Task 5 - Bidding	\$2,500
Base Design Total	\$58,800
<u>Alternative Tasks</u>	
Task 1A - Flow Monitoring and Analysis	\$3,000
Task 3A - Force Main Replacement Design	\$18,000
Total with Alternative Tasks	\$79,800
<u>Design Fee Assumptions:</u>	
1.) Building to be replaced with double sided panel rack assembly	
2.) Flow monitoring cost for one month duration only	
3.) Force Main Replacement does not include design for additional utility relocation or replacement	

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